TOWN OF
SAN ANSELMO
EST. 1907

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

Town Council
Agenda

Tuesday, September 22, 2026 7:00 PM

Meeting held In-Person and via Zoom:

https://us02web.zoom.us/j/81113288816

Or Telephone: +1 669 900 6833 | Webinar ID: 811 1328 8816

How to Submit Comments Before the Meeting: Members of the public are encouraged to submit email correspondence to towncouncil@sananselmo.gov or eComments on the Agendas and Meeting webpage 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 the 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 electronic device.

For landline phones, Raise Hand to be recognized with *9

Please be advised that those participating in the meeting remotely via Zoom do so at their own risk. The Town Council's 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.

Written Public Comment
Public Comment- San Anselmo Racial Equity Committee
Public Comment- Asselstine (PDF)
Public Comment- Coleman (PDF)
Public Comment- Dreskin (PDF)
Public Comment- Fox (PDF)
Public Comment- Huber (PDF)
Public Comment- Omholt (PDF)

Council requests for future agenda items.

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

Special Presentation. There are No Special Presentations.

2. 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 Approve the Draft Minutes of the Regular Meeting of September 8, 2026
Staff Report (DOC)
Attachment 1- Draft Minutes of the September 8, 2026 Regular Town Council Meeting (DOC)

1.2 Authorize Consultant Contract for Design of the 2027 Street Resurfacing Project; find the project exempt from CEQA (14 Cal. Code Regs. § 15306).
Staff Report (DOC)
Attachment 1 - Scope and Fee (PDF)
Attachment 2 - 2027 Paving Map (PDF)

1.3 Receive and File Revenue and Expenditure Reports, August 2026
Staff Report (DOCX)
Attachment 1 Budget Comparison Report by Subcategory, August 2026 (PDF)
Attachment 2 Budget Comparison Report by Department, August 2026 (PDF)
Attachment 3 Budget Comparison Report by Subcategory Measure J, August 2026 (PDF)
Attachment 4 Budget Comparison Report by Department Measure J, August 2026 (PDF)

1.4 Receive and File the Financial Report on Recreation Fund ending August 31, 2026
Staff Report (PDF)
Attachment 1 - August 2026 Budget Report (PDF)
Attachment 2 - August 2026 Recreation Capital Outlay (PDF)

1.5 Approve Rescheduling the November 10, 2026 Regular Town Council Meeting to November 17, 2026

Staff Report (DOC)

1.6 Approve the San Anselmo Chamber of Commerce Special Event Application- Milo Foundation Benefit
Staff Report (PDF)
Attachment 1 - Event Application (PDF)

1.7 Approve the San Anselmo Chamber of Commerce Special Event Application– Creek Park 52nd Anniversary Celebration
Staff Report (PDF)
Attachment 1 - Event Application (PDF)

1.8 Approve Resolution Establishing Job Descriptions, Classifications, and Pay Ranges for Associate Civil Engineer and Engineering Technician Positions in the Department of Public Works
Staff Report (DOCX)
Attachment 1 Resolution Approving Job Description, Classification, and Salary Range for Associate Civil Engineer (DOCX)
Attachment 2 Resolution Approving Job Description, Classification, and Salary Range for Engineering Technician (DOCX)

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 Receive a Presentation on the Marin County Emergency Operations Plan and Coordinated Preparation for the 2026–27 El Niño Season. Receiving presentation on the County's Emergency Operation Plan and Winter Readiness 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)
Attachment 1- PowerPoint Presentation (PPT)

2.2 Approve the Fourth Amendment to the Amended and Restated Ross Valley Fire Department Joint Powers Agreement. Adoption of the attached agreement 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 (DOCX)
Attachment 1- 2010 RVFD JPA Agreement with Amendments 1, 2, 3 (PDF)
Attachment 2- Proposed 4th Amendment to the RVFD JPA Agreement (PDF)
Attachment 3- Savings Calculation Sheet (PDF)
Attachment 4- Funding Formula Sheet - 4th Amendment of RVFD JPA Agreement (PDF)

2.3 Approve the FY2027-FY2031 Town of San Anselmo Capital Improvement Plan (CIP). The Council's approval of the FY2027-2031 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 (DOCX)
Attachment 1 Draft Capital Improvement Plan FY2027-FY2031 (DOCX)
Public Comment- Berkson (PDF)

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

2.4 Public Hearing to Consider Vacating a Portion of the Public Right-of-Way Adjacent to 250 Redwood Rd in San Anselmo
Staff Report (PDF)
Attachment 1 - Resolution (PDF)
Exhibit A - Legal Description (PDF)
Exhibit B - Site Plan (PDF)
Attachment 2 - Abandonment Letter (PDF)

2.5 Public Hearing to Consider Vacating a Portion of the Public Right-of-Way Adjacent to 79 Sequoia Drive in San Anselmo
Staff Report (PDF)
Attachment 1 - Resolution (PDF)
Exhibit A - Legal Description (PDF)
Exhibit B - Site Plan (PDF)
Public Comment- Reynolds (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@sananselmo.gov. Notification at least 48 hours prior to the meeting will enable the Town to make reasonable accommodations to help ensure 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 October 13, 2027 schedule to commence at approximately 7 PM.

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

Town Council
Steve Burdo, Mayor
Chantel Walker, Vice Mayor
Yoav Schlesinger, Councilmember
Eileen Burke, Councilmember
Tarrell Kullaway, 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, Community Development Director
Scott Schneider, Public Works Director
Mattie O'Grady, Community Services Director
Mike Norton, Chief of Police
Dan Mahoney, 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.

SAN ANSELMO
RACIAL EQUITY COMMITTEE

September 18, 2026

Chair Scot Candell and Members of the Central Marin Police Council
Chief Michael A. Norton
Central Marin Police Authority
250 Doherty Drive
Larkspur, CA 94939

Mayor Steve Burdo and Members of the San Anselmo Town Council
Town Manager David P. Donery
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

Re: Termination of Flock Camera Program and Requirements for Any Future Surveillance Technology

Dear Chief Norton, Chair Candell, Members of the Central Marin Police Council, Mayor Burdo, Members of the San Anselmo Town Council, and Town Manager Donery:

We appreciate the decision to terminate the Flock camera program. At the same time, we remain concerned that the program was implemented without a more robust public discussion, despite its significant implications for residents' privacy, civil liberties, and racial equity.

Automated license-plate reader systems raise important racial-equity concerns regarding how surveillance technology is implemented and how the resulting data may be accessed, shared, and used. Ensuring that these systems operate transparently, equitably, and with appropriate safeguards is particularly important for everyone who lives, works, or travels in San Anselmo. These concerns fall within the Racial Equity Committee's responsibility to examine matters involving racial equity, systemic bias, social justice, and the fair enforcement of Town policies.

To ensure an orderly and transparent termination of the Flock program, we request the following:

- Confirm the Flock contract's termination date and that it will not automatically renew.
- Confirm that all Flock cameras will be deactivated immediately, rather than remaining operational until they are physically removed.
- Establish a firm deadline for removing all Flock cameras, mounting equipment, power sources, and related hardware.
- Identify every Flock camera currently located in San Anselmo, provide a map of the cameras' locations, and identify who owns each camera and the related equipment.
- Remove any publicly displayed information or signage suggesting that the Flock camera system remains operational.
- Obtain written certification from both Flock and the Central Marin Police Authority confirming that all locally collected data—including copies, backups, and data held by subcontractors or other third parties—has been permanently deleted, except for specifically identified data that CMPA is legally required to preserve in connection with a particular investigation, prosecution, litigation hold, or records-retention requirement.
- Confirm whether any historical Flock data will be retained. For each category of retained data, identify the specific case or matter, the legal basis for its retention, where the data will be stored, how long it will be retained, and the persons or entities that will have access to it.
- Identify any outside agencies, private entities, or third parties that received, accessed, searched, or downloaded data collected by the Flock cameras located in San Anselmo.

We also request that the Town of San Anselmo and the Central Marin Police Authority adopt a policy requiring that any proposed acquisition, contract, pilot program, or deployment involving automated license-plate readers or functionally equivalent surveillance technology be presented at a noticed public meeting before any agreement is executed or equipment is deployed.

As part of that process, any proposed contract, surveillance-use policy, data-retention terms, data-sharing arrangements, and privacy or racial-equity impact information should be made publicly available sufficiently in advance of the meeting to permit meaningful review and public participation. The Racial Equity Committee should also receive advance notice and a meaningful opportunity to review and provide recommendations concerning any such proposal.

We understand that law enforcement may have legitimate reasons for considering certain technologies. Our request is that decisions involving surveillance technology be made through a transparent and inclusive process that permits the public and affected Town committees to understand the technology, evaluate its potential benefits and consequences, and provide input before commitments are made.

We respectfully request a written response addressing each item above by October 2, 2026. We also request that the termination of the Flock program—and the

process governing any future use of automated license-plate readers or comparable surveillance technology—be placed on the agenda for the next noticed public meeting.

Sincerely,
Town of San Anselmo’s Racial Equity Committee

Outlook

Yes, San Anselmo TC Can Have an Opinion and Concern About Flood Fee Refunds

From ross.asselstine@comcast.net <ross.asselstine@comcast.net>
Date Tue 9/22/2026 4:28 PM
To Town Council <towncouncil@sananselmo.gov>; Dave Donery <ddonery@sananselmo.gov>; megan@alpubliclaw.com <megan@alpubliclaw.com>
Cc Serge Avila <savila@sananselmo.gov>; Steven Rosenfeld <srosenfeld@marinij.com>; Dick Spotswood <spotswood@comcast.net>; Richard Halstead <rhalstead@marinij.com>; Philip Chigos <philchigos@gmail.com>; Will Dittmar <will@will4sananselmo.com>

1 attachment (734 KB)
Hillmer Letter of 2018.pdf;

CAUTION: External Sender

Mayor Burdo, Members of the Council, David and Megan,

I understand that the Town may have received legal advice that the Town as an entity does not have "legal standing" in the matter of refunds of flood fees, as the Town does not pay those fees. I get it technically.

If the question was "do we have standing?" then the quick answer is "no". If the question is "what can Town Council do?", the answer is "let's look to see what other towns have done"

What I do know is that the City of Larkspur Council discussed an issue of concern about how flood fees were being spent and authorized the then Mayor to send a letter to the BOS. A copy of that letter is attached.

I note this was the second letter of this nature, the first being a reminder to the District that flood fees could not be spent on re-instating recreational facilities at Memorial Park (not allowed by the flood fee language) . I cannot find that letter right now.

I strongly urge the Town Council to issue some letter that at a minimum, highlights the considerable concerns I've raised about use of SA funds post-withdrawal. You are likely all aware that I've had not serious response from the District or our Supervisor...this leads me to believe, that like the last 19 years they choose to ignore both difficult issues and something that has real effect.

I've been told by many that this is going to take a lawsuit. Adults and good project managers would do everything to prevent that. My reading is that a lawsuit could be filed as late as the end of 2027. Who the hell needs this to drag on?

I'll fight for a meeting to review this with the District before a lawsuit, but that choice remains in fifteen months' time.

I ask for the SA Council to request that David and Megan to compile a Staff Report in a similar way to that of Larkspur in 2018. Add your voice when it is needed to aid to resolve the issue equitably.

We need to get past this.

Thanks

Ross

Outlook

Center Boulevard tree removal

From Jennifer Coleman <refinnej1964@icloud.com>
Date Tue 9/22/2026 4:31 PM
To Town Council <towncouncil@sananselmo.gov>
Cc BeeHappy Coleman <refinnej1964@gmail.com>

Some people who received this message don't often get email from refinnej1964@icloud.com. Learn why this is important

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Subject: Center Blvd Trees: The Real Reason They Are Marked For Removal (And How We Save Them)

Hello Town Council,

Many of us are deeply upset about the markings on the historic trees and foliage along **Center Boulevard**. It is easy to assume this is just overzealous wildfire clearing—but if we go to you, the Town Council and only argue about fire safety, **our arguments will be easily dismissed.**

To save our canopy, we have to look at the *actual* municipal plans. I have dug into the official county and town project files, and the truth is more complicated than it looks.

Here is exactly what I have hopefully and correctly fact-checked is happening, why it's happening, and how we can effectively pivot our strategy to hold the council accountable.

📝 The Two Separate Agendas on Center Blvd

1. The Fire Plan (Trimming, Not Cutting)

- **The Fact:** The Ross Valley Fire Department (RVFD) is executing mandatory roadside clearance along Center Blvd because it is a vital evacuation route. Their strict rules require 15 feet of vertical

clearance above the road and 10 feet of horizontal clearance from the curb [RVFD Center Blvd FAQs].

- **The Reality Check:** RVFD's explicit policy states they **will not remove mature, healthy trees** (over 9 inches in diameter) [RVFD Center Blvd FAQs]. They only want to "limb up" branches and remove underbrush [RVFD Center Blvd FAQs].
- **Conclusion:** The fire department is *not* the enemy trying to clear-cut our street.

2. The Flood & Bridge Projects (The Real Threat to the Redwoods)

- **The Fact:** The real danger to our mature trees—especially our iconic coast redwoods—comes from the **San Anselmo Flood Risk Reduction Project**[Urban Forestry Associates Creekside Park Tree Impact Report] and the impending **Center Boulevard Bridge Replacement** [San Anselmo Bridge Replacement].
- **The Reality Check:** To widen the San Anselmo Creek channel and build new bridge supports, civil engineers plan to deeply excavate the creek banks [Creek Park report]. Official arborist reports reveal that this excavation will catastrophically cut into the root zones of at least 13 redwoods and 4 alders [Urban Forestry Associates Creekside Park Tree Impact Report]. Because cutting their roots makes these 100-foot trees structural falling hazards next to the roadway, the town plans to cut them down completely [Urban Forestry Associates Creekside Park Tree Impact Report].

💡 How We Win This: Moving From "Emotional" to "Engineering"

When we as citizens show up at the next San Anselmo Town Council meeting, simply saying *"Wildfires consume everything anyway, so leave the trees"* will not work. The council will counter with engineering safety mandates.

Instead, we must look for critical, and solution-oriented solutions by investigating a **"Third Way."**

Here is our blueprint:

- **Support the Fire Standard:** Tell the council we fully support RVFD's mandate to "limb up" branches to 15 feet for emergency vehicle clearance [RVFD Center Blvd FAQs]. Agreeing to this shows we care about safety and isolates the real problem.
- **Challenge the Flood Engineers:** Demand that the Marin County Watershed Program and Town Public Works rewrite their construction blueprints. They must use **civil shoring walls, structural root-bridge systems, or steel sheet-piling** rather than open-bank excavation. We must force them to spend the extra resources required to structurally shield the root zones of the existing canopy.
- **Enforce Environmental Pauses:** Remind the council of the town's strict tree ordinances regarding nesting birds, which legally ban non-emergency tree removal during nesting season. This gives us the bureaucratic buffer we need to demand an independent engineering audit of the creek plans.

🔍 Verify the Data Yourself:

Don't take my word for it. Please review the official public documents before the meeting so we are all on the exact same page:

- Read the Ross Valley Fire Vegetation Management Policies to see their exact trimming metrics.
- Review the San Anselmo Bridge Replacement Files to understand the impending traffic and construction footprint.
- Check the San Anselmo Current Notices page for the next public hearing date.

Sincerely, and thank you,

Jennifer Coleman

Sent from my iPhone

Outlook

Re: Tree clearing on Center Blvd

From Nicole Marcucci <vegetationmanagement@rossvalleyfire.org>
Date Tue 9/22/2026 5:32 PM
To Wendy Dreskin <wendydreskin@gmail.com>
Cc Town Council <towncouncil@sananselmo.gov>; Dave Donery <ddonery@sananselmo.gov>; Scott Schneider <sschneider@sananselmo.gov>; DPW Engineers <dpwengineers@sananselmo.gov>; info@rossvalleyfire.org <info@rossvalleyfire.org>; prevention@rossvalleyfire.org <prevention@rossvalleyfire.org>; info@marinwildfire.org <info@marinwildfire.org>; Serge Avila <savila@sananselmo.gov>

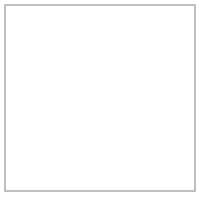
Some people who received this message don't often get email from vegetationmanagement@rossvalleyfire.org. Learn why this is important

CAUTION: External Sender

Hello Wendy.

We are not clear cutting the road or cutting healthy mature trees, please view our FAQs: https://www.rossvalleyfire.gov/center-boulevard-faqs

Thank you,
Nicole Marcucci



Nicole Marcucci
Wildfire Preparedness Coordinator
Ross Valley Fire Department
(415) 258-4686 ext.16
777 San Anselmo Ave., San Anselmo, CA, 94960
www.rossvalleyfire.org

On Tue, Sep 22, 2026 at 5:24 PM Wendy Dreskin <wendydreskin@gmail.com> wrote:

> I have lived in San Anselmo for 54 years, I value how many trees there are in our town for the environmental value, shade, and town ambiance. Living on San Anselmo Ave I particularly value the trees on Center Blvd as a screen from a very busy street. I am unable to make the meeting on September 23, but I hope you take seriously the concerns of the home owners and residents who want to balance fire concerns with the significant benefits of these trees.
>
> Thank you,

Outlook

Please rethink Center Blvd clear-cut--we can do better with a thoughtful plan

From Serena Fox <serenaherr@mac.com>
Date Tue 9/22/2026 2:35 PM
To Town Council <towncouncil@sananselmo.gov>; vegetationmanagement@rossvalleyfire.org <vegetationmanagement@rossvalleyfire.org>; Dave Donery <ddonery@sananselmo.gov>; Scott Schneider <sschneider@sananselmo.gov>; DPW Engineers <dpwengineers@sananselmo.gov>; info@rossvalleyfire.org <info@rossvalleyfire.org>; prevention@rossvalleyfire.org <prevention@rossvalleyfire.org>; info@marinwildfire.org <info@marinwildfire.org>; Serge Avila <savila@sananselmo.gov>

You don't often get email from serenaherr@mac.com. Learn why this is important

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Dear Town & Fire officials,
I'm writing to encourage you to please rethink the Ross Valley Fire vegetation removal that's planned for Center Blvd starting Oct 1.

We can do better than a cookie-cutter "cut down every tree with ivy, remove all vegetation no matter the species or fire-resistance of said species" non-plan, and we can certainly do better than a "once-a-year hack it back" maintenance plan.

Yes, it's an important escape route and fire safety is important. But there are other considerations to take into account, and **a thoughtful plan can accommodate more than one critical need**. Specifically:

Those trees and vegetation provide a tremendous amount of pollution control, sound barrier, shade, privacy, environmental & habitat value, and traffic calming that makes the current drive down Center a beautiful one. Center Blvd being a green corridor is absolutely one of the highlights of this small town. It's also a tangible link to the historic railway that once made its way down that elevated road. Every time I drive on Center, I am transported back to my great-grandfather taking the train to his job in the city a hundred years ago. Every time.

There is a middle ground: bamboo is invasive and catches fire easily and should be removed. Ivy, when climbing up and hanging from trees, serves as a fire ladder and when wrapped around tree trunks and makes the trunk more susceptible to catching fire: the ivy needs to go. That does NOT mean the trees it's growing on need to go—just do the neglected maintenance and remove the ivy.

Further, native plants that evolved with fire don't catch fire easily and studies have shown that they actually can slow the spread of fire. Oaks and redwoods are so slow to burn and survive fires. They don't even need to be limbed up. Vegetation is not all the same, and shouldn't be treated as such with an all-or-nothing approach. How about a replanting/maintenance plan featuring fire-resistant natives?

The single best thing the town could do to reduce fire danger on Center is…Underground the power lines and remove the power poles (the #1 cause of fires in CA). I personally would contribute generously to a fund for

under-grounding all the lines in our town. What about setting up such a fund, and asking residents to help fundraise for it? I'm game.

Here's the link about how vegetation slowed the spread of fire in LA, according to a study by UCSB and San Diego State. If done properly, well-managed vegetation can actually protect cars in an evacuation corridor, not hinder them. https://theconversation.com/california-plan-to-ban-most-plants-within-5-feet-of-homes-for-wildfire-safety-overlooks-some-important-truths-about-flammability-257109

Please folks, let's be just a little more thoughtful about this. We love our town, and its beautiful greenery and wildlife habitat is a big part of why.

Serena Fox

Outlook

Center Blvd vegetation removal

From Linda Huber <lindainart78@gmail.com>
Date Tue 9/22/2026 2:42 PM
To Town Council <towncouncil@sananselmo.gov>

[Some people who received this message don't often get email from lindainart78@gmail.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

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To the Town Council,
We are sad and disappointed that Ross Valley Fire is planning on vegetation removal. We have been driving this road for 48 years and still consider it the most beautiful in Central Marin. We bought our house in Fairfax just so that we could drive Center every day and return from work calm and relaxed. Fire prevention is imperative but those of us who live in the hills have no easy escape routes.
Please find alternative solutions.

Sent from my iPad

Outlook

Please Reconsider the Planned Vegetation Removal Along Center Boulevard

From Jennifer Omholt <jen@writersweb.com>

Date Tue 9/22/2026 3:08 PM

To Town Council <towncouncil@sananselmo.gov>; vegetationmanagement@rossvalleyfire.org <vegetationmanagement@rossvalleyfire.org>; Dave Donery <ddonery@sananselmo.gov>; Scott Schneider <sschneider@sananselmo.gov>; DPW Engineers <dpwengineers@sananselmo.gov>; info@rossvalleyfire.org <info@rossvalleyfire.org>; prevention@rossvalleyfire.org <prevention@rossvalleyfire.org>; info@marinwildfire.org <info@marinwildfire.org>; Serge Avila <savila@sananselmo.gov>

You don't often get email from jen@writersweb.com. Learn why this is important

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Dear Town and Ross Valley Fire Officials,

I'm writing to urge you to reconsider the scope of the vegetation removal planned for Center Boulevard beginning October 1.

I fully appreciate the importance of wildfire safety, particularly along a critical evacuation route. At the same time, I believe we can protect residents from wildfire without unnecessarily sacrificing the trees and vegetation that make Center Boulevard such an important and beautiful part of our community.

The mature trees and established vegetation along Center provide far more than visual appeal. They offer shade, privacy, wildlife habitat, noise and pollution mitigation, and help preserve the distinctive character of this historic green corridor. Once mature trees are removed, these benefits cannot simply be replaced.

Certainly, hazardous vegetation should be addressed. Invasive bamboo should be removed, and ivy that creates ladder fuels should be cleared from tree trunks and canopies. But the presence of ivy on a tree should not automatically require removal of the tree itself. Nor should all vegetation be treated as though it presents the same level of fire risk.

There is also emerging research suggesting that the relationship between vegetation and wildfire risk is considerably more nuanced than simply "less vegetation equals greater safety." Research from scientists at UC Santa Barbara and San Diego State examining the Los Angeles fires found that well-managed vegetation can, under some circumstances, slow fire spread and potentially provide protection rather than increase risk. This article provides a useful discussion of those findings:

https://theconversation.com/california-plan-to-ban-most-plants-within-5-feet-of-homes-for-wildfire-safety-overlooks-some-important-truths-about-flammability-

257109

I hope the Town and Ross Valley Fire will consider a more selective, science-based approach: evaluate individual trees and plant species for their actual fire risk; remove genuinely hazardous vegetation; preserve healthy, lower-risk mature trees wherever possible; and develop an ongoing maintenance and replanting plan using appropriate fire-resistant native species.

I would also strongly encourage the Town to explore undergrounding the utility lines along Center Boulevard as part of a longer-term wildfire-safety strategy. Utility infrastructure has been implicated in some of California's most destructive wildfires, and undergrounding can reduce ignition risk from overhead electrical equipment. If there were an opportunity for residents to participate in or contribute toward such an effort, I would be very interested in supporting it.

Wildfire protection and preservation of the character of our community do not have to be mutually exclusive. With thoughtful planning, I believe we can accomplish both.

Before irreversible work begins on October 1, I respectfully ask that you reconsider a broad vegetation-clearing approach and instead pursue a plan that distinguishes between genuine fire hazards and vegetation that can safely be preserved and managed.

Center Boulevard is a treasured part of our community. Please protect its residents from wildfire while also protecting, wherever safely possible, the extraordinary green corridor that makes it so special.

Thank you for your consideration.

Warmly,

Jennifer Omholt

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.1

MEETING DATE: September 22, 2026

AGENDA TITLE: Approval of the Draft Minutes of the Regular Town Council Meeting of September 8, 2026

FROM: Serge Avila, Town Clerk

RECOMMENDATION: For Council to consider the approval of the Regular Town Council meeting Draft Minutes of September 8, 2026.

ATTACHMENT:

Attachment 1- September 8, 2026 Draft Minutes

San Anselmo Draft Council Minutes
Regular Meeting
Town Council Chambers and via Zoom
Tuesday,
September 8, 2026

Call to Order: Optional Pledge of Allegiance

COUNCILMEMBERS PRESENT: Steve Burdo (Mayor)
Chantel Walker (Vice Mayor)
Eileen Burke
Tarrell Kullaway
Yoav Schlesinger

STAFF MEMBERS PRESENT: Dave Donery, Town Manager
Megan Acevedo, Town Attorney
Serge Avila, Town Clerk
Heidi Scoble, Director of Community Development
Dan Mahoney, Ross Valley Fire Chief
Nicole Marcucci, Wildfire Preparedness Coordinator

Open Time for Public Expression

There were no comments.

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

Councilmember Burke reported she participated in the "Baldy Dash" along with 350+ participants- it was a blast! The money raised goes towards "Live on the Avenue".

Vice Mayor Walker reported she attended the North Bay Executive Committee of Cal Cities meeting; Live on the Avenue has been fabulous.

Councilmember Schlesinger reported "Moon Alice" is playing at Creek Park on Friday; today is Star Trek Day ("Live Long and Prosper").

Mayor Burdo reported Live on the Avenue has been amazing and the turn-out has been awesome; he spoke with College of the Redwoods Public Policy grad students; the Hillsdale Pocket Park Ribbon Cutting Ceremony will be held on Saturday, September 19 at 10:30 a.m.; the Ribbon Cutting Ceremony for the unveiling of Fire Station 20 will be held on Saturday, October 24th at 10:00 a.m.; he discussed the apprehension of a San Anselmo resident by ICE.

Town Manager Donery reported this is the Grand Finale weekend for Live on the Avenue. There will be a survey on the Town Website and in the Town Newsletter asking for feedback. He invited everyone to attend the two Ribbon Cutting Ceremonies. Fall Clean-Up Day will be held on October 17th starting at 9:00 a.m.

Special Presentation

There were no Special Presentations.

1. Consent Agenda

1.1 Approved the Draft Minutes of the Regular Meeting of August 25, 2026

1.2 Receive and File the 2025-27 Work Plan Priorities Progress Report

1.3 Received and Filed Report of Checks Issued, August 2026

Mayor Burdo opened the meeting to public comments.

There were no comments.

Mayor Burdo closed the meeting to public comments.

Vice Mayor Walker stated she would like to pull item #1.2

M/s, Schlesinger/Burke, Motion to approve Consent Calendar items #1.1 and #1.3.
AYES: Burke, Kullaway, Schlesinger, Vice Mayor Walker, Mayor Burdo

1.2 Receive and File the 2025-27 Work Plan Priorities Progress Report

Vice Mayor Walker highlighted the great work done by the Community Development Department.

M/s, Schlesinger/Walker, Motion to approve Consent Calendar items #1.2.
AYES: Burke, Kullaway, Schlesinger, Vice Mayor Walker, Mayor Burdo

Council Business Items

2.1 Receive and File a Presentation Regarding the Wildfire Preparedness Coordinator Role

Wildfire Preparedness Coordinator Marcucci presented a PowerPoint presentation that included: 1) Wildfire Preparedness Coordinator Position; 2) Vegetation Management; 3) Before and After Photos; 4) Before and After an Incident; 5) Detection, Alert and Evacuation; 6) Grants and Voluntary Abatement (Direct Assistance): 7) Public Outreach and Education; 8) Defensible Space and Home Hardening; 9) How to Contact. Staff answered questions from the Council regarding what agency funds the position; how the Town makes decisions concerning how local project funds received from the Marin Wildfire Prevention Authority (MWPA) are spent; the total amount received from MWPA; the amount being spent on the Coordinator position.

Mayor Burdo opened the meeting to public comments.

There were no comments.

Mayor Burdo closed the meeting to public comments.

The Council thanked Wildfire Presentation Coordinator Marcucci for the presentation.

2.2 Receive and File a Presentation on the Upcoming Center Boulevard Evacuation Route Clearance Project

Wildfire Preparedness Coordinator Marcucci presented a PowerPoint presentation that included: 1) Center Boulevard Evacuation Clearance Project; 2) What is Evacuation Clearance? 3) Why are we doing this project? 4) Project Specifics; 5) Examples of Work- Ladder Fuels, Hazardous Vegetation, "Limb Up", 6) Frequently Asked Questions. Fire Chief, Dan Mahoney was also present. Staff answered questions from the Council regarding the traffic considerations; the work hours; how information will be sent out; if the proposed ten feet crosses over homeowner's fences; if plants in the median will be removed; if this is a Core Project and Local Project funded by the MWPA; if local tree services will be doing the work; if there will be lane diversions or road closures; noticing procedures and signage; if the notices will include a link to an FAQ page.

Mayor Burdo opened the meeting to public comments.

A property owner on the Center Boulevard side asked if there would be a differentiation between owner maintained vegetation vs. road side, unmanaged fuel.

Mr. Mitchell Berman, Alder Avenue, discussed the six foot tall fence he built along with vegetation he planted. He is opposed to the removal of the hedge- it has been there for years.

Ms. Bree Salvera, Alder Avenue, discussed how she maintains the bamboo in her yard. She wants to have a 10-foot barrier and asked it the Town could fast-track permitting for a 10-foot fence.

Ms. Cheryl Barbeau, Alder Avenue, stated the proposal is concerning because it will put the residents in a "fish bowl".

Mr. Joel Bellway, Alder Avenue, stated this is a child safety issue. Balls bouncing into Center Boulevard would be a problem.

Mr. Scott Kimpen, Alder Avenue, stated cutting the lower branches of the Redwoods would leave the top with only a couple feet of greenery.

Mardel, Alder Avenue, is concerned about the pollution that will come from the road. She also had privacy and noise concerns.

Mr. Kyle Hughes, Lansdale Avenue, stated Center is a unique road and there needs to be a barrier of some sort. He had pollution and noise concerns.

A resident was concerned about the proposal since the vegetation provides privacy, shade, habitat, erosion protection, and a buffer from roadway pollution.

Mr. Anthony Silveira stated addressing the bamboo on an annual basis is a waste of money. He suggested a more holistic approach. The proposal would increase noise and pollution.

Mayor Burdo closed the meeting to public comments.

Councilmember Burke stated it was important to prepare for a fire especially along a main artery. The Town will work with homeowners to preserve as much as possible. Everyone needs to bend a little to make the Town more resilient.

Vice Mayor Walker has faith in how they will move forward.

Councilmember Kullaway thanked staff for the presentation.

Councilmember Schlesinger stated clearing evacuation routes should be a priority. Tonight's meeting is evidence that the process is working.

Mayor Burdo thanked staff for the great outreach. Center Boulevard is one of the Town's main evacuation routes.

M/s, Burke/Kullaway, Motion to adjourn the meeting at 8:26 p.m.
AYES: Burke, Kullaway Schlesinger, Vice Mayor Walker, Mayor Burdo

Respectfully submitted,

Toni DeFrancis,
Recording Secretary

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.2

MEETING DATE: September 22, 2026

AGENDA TITLE: Consultant Contract for Design of the 2027 Street Resurfacing Project; find the project exempt from CEQA (14 Cal. Code Regs. § 15306).

FROM: Scott Schneider, Public Works Director

RECOMMENDATION: That the Town Council authorize the Town Manager to execute a Professional Services Agreement with Siegfried Engineering for the design of the 2027 Street Resurfacing Project in an amount not to exceed $185,000; find the project categorically exempt from the California Environmental Quality Act pursuant to 14 Cal. Code Regs. § 15306.

BACKGROUND

As part of the 2025 Capital Improvement Program approved by the Town Council, local streets are selected for pavement resurfacing to address the Town's pavement management and improve the overall Pavement Condition Index (PCI) in Town.

DISCUSSION/ANALYSIS

Based on a submission for a Request for Qualifications in 2019, Siegfried was selected to design the 2021 Street Resurfacing Phase B project. Upon successful completion of the design, Siegfried was asked to submit a cost proposal for the 2022, 2023, 2024, 2025 and 2026 Street Resurfacing Projects, which they successfully completed earlier this year. Based on demonstrated competence on previous projects and on the professional qualifications necessary for the satisfactory performance of the service required, staff requested they submit a cost proposal for the 2027 Street Resurfacing Project.

The proposed list of streets to be included in the project was based on projected funding available and a rough estimate of cost for each street based on previous unit costs.

Siegfried Engineering has submitted its scope of work and cost proposal (Attachment 1) that includes the required tasks to complete the design and construction drawings. The proposal is within the available funding. Staff recommend authorizing the Town Manager to execute a professional services agreement with Siegfried based on the scope of work and cost proposal.

The design work is expected to take six to eight months. The completed design will be brought back to the Town Council for their approval in spring 2027 for summer 2027 construction.

The 2027 Street Resurfacing Project consists of the following street segments (see Attachment 2 – Map of Proposed Streets):

Brookmont Circle – Brookside Drive to Brookmont Circle (PCI 37)
Brookmead Court – Brookmead Place to End (PCI 30)
Brookmead Place – all (PCI 32-57)
Broadmoor Avenue – Morningside Avenue to Brookside Drive (PCI 47-51)
Humboldt Avenue – Scenic Avenue to Vista Avenue (PCI 29)
Forbes Avenue – Red Hill Avenue to Town Limit (PCI 36-51)
Fern Lane – Merced Avenue to end (PCI 39)
Oak Avenue – Melville Avenue to Gerlack Road (PCI 69)
Scenic Avenue – 500' North of Floribel Avenue to San Anselmo Avenue (PCI 54-58)
Millbrae Avenue – Sequoia Drive to Westgate Way (PCI 31)
Redwood Road – 250 Redwood Road to 360 Redwood Road (PCI 47)
Hillcrest Avenue – Olive Avenue to Laurel Avenue (PCI 85)

The rough Engineer's Estimate for repaving the above streets is $1,200,000 to $1,400,000.

FISCAL IMPACT

The professional services agreement will be drafted for a not-to-exceed cost of $185,000. Funding is available from the Road Maintenance Fund and Measure J, and is included in the 2026-2027 Town Budget and Work Plan.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

This project design is exempt from the California Environmental Quality Act (CEQA) under a Class 6 categorical exemption, because the scope of work consists of data gathering, analysis and preparation of plans and specifications for a project. No construction or alteration will be undertaken. (14 Cal. Code Regs. § 15306). When the plans and specifications are finalized and ready for bidding and construction, a CEQA analysis will be undertaken at that time.

The project design will propose street and sidewalk improvements that will address San Anselmo's Climate Action Plan 2030, specifically CAP Measures T-2 (biking) and T-3 (walking).

ATTACHMENTS

Attachment 1- Siegfried Engineering Scope and Cost Proposal
Attachment 2 – Map of Proposed Streets

September 2, 2026

Scott Schneider, P.E.
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

RE: TSA 2027 STREET REHABILITATION PROJECT
SAN ANSELMO, CALIFORNIA
PROPOSAL FOR PROFESSIONAL DESIGN SERVICES

Dear Scott;
We appreciate the opportunity to propose our services to you for this project.

I. PROJECT DESCRIPTION AND ASSUMPTIONS

The Town of San Anselmo will rehabilitate road segments as provided in the table below:

STREET	FROM	TO	TREATMENT	PCI	Length	Width	SF
BROOKMONT CIR	BROOKSIDE DR	BROOKMONT CIR	3" mill and fill	37	826	13	10,738
BROOKMEADE CT	BROOKMEAD PL	END	3" mill and fill	30	427	21	8,967
BROOKMEADE PL	BROOKSIDE DR	BROOKMEADE CIR	3" mill and fill	32	154	17	2,618
BROOKMEAD PL	BROOKMEADE CIR	BROOKMEAD CT	3" mill and fill	56	272	22	5,984
BROOKMEAD PL	BROOKMEAD CT	END	3" mill and fill	57	121	22	2,662
BROADMOOR AVE	MORNINGSIDE AVE	MEADOWCROFT AVE	3" mill and fill	47	304	27	8,208
BROADMOOR AVE	MEADOWCROFT AVE	BROOKSIDE DR	3" mill and fill	51	322	27	8,694
HUMBOLDT AVE	SCENIC AVE	VISTA AVE	3" mill and fill	29	750	12	9,000
FORBES AVE	JORDAN AVE	TOWN LIMIT	2.5" mill and fill	36	1624	24	38,976
FORBES AVE	RED HILL AVE	JORDAN AVE	2.5" mill and fill	51	217	24	5,208
FERN LANE	MERCED AVE	END	3" mill and fill	39	460	18	8,280
OAK AVE	MELVILLE AVE	GERLACK RD	3" mill and fill	69	871	16	13,936
SCENIC AVE	ELM CT	SAN ANSELMO AVE	3" mill and fill	55	687	20	13,740
SCENIC AVE	FLORIBEL AVE	ELM CT	3" mill and fill	54	308	21	6,468
SCENIC AVE	500' N OF FLORIBEL AVE	FLORIBEL AVE	3" mill and fill	58	500	21	10,500
MILLBRAE AVE	WESTGATE WAY	SEQUOIA DR	3" mill and fill	31	719	13	9,347
REDWOOD RD	250 REDWOOD RD	360 REDWOOD RD	3" mill and fill	47	1119	14	15,666
HILLCREST AVE	OLIVE AVE	LAUREL AVE	RMV 8" conc, 8 "AC	85	250	14	3,500
TOTAL					**9,931**		**182,492**

The Town provided Pavement Condition Index (PCI) of the road segments range from 29 to 85. The segments of roadways range from about 121 lineal feet to 1,624 lineal feet, totaling about 1.9 miles of roadway. The roads appear to be located in residential and downtown areas.

SCOPE OF WORK

Task 1 – Topographic Survey

1. Prepare a limited topographic survey of the approximate limits shown in attached kmz file. The survey will be in sufficient detail for use by Siegfried in developing plans.
2. The following features will be located and mapped, at a minimum for the pavement rehabilitation locations:
   a. Lip of gutter lines.
   b. Crown of roadway.
   c. Edge of pavement.
   d. Shots will generally be at 50' station spacing along the roadways, and at grade breaks, beginning, middle and ends of horizontal curves, including side street curb returns. (Essentially a cross section of the impacted area)
   e. Manholes and Clean outs
   f. Utility boxes/vaults/etc.
3. Field measurements will be accomplished with D-GPS where practicable, and with conventional robotic total stations where overhead obstructions preventing sufficient GPS reception may exist.
4. Office preparation and mapping of the surveyed features utilizing AutoCAD Civil 3D.
5. Mapping will be based on the California Coordinate System, NAD83, NAVD88 datum.
6. Underground utility lines will be mapped as a part of this scope of work, record information and surface utility shots will be used to map the utilities to the best of our ability.

CONDITIONS TO THE SCOPE:

1. Client shall provide full access to property.
2. Client to provide as-builts.
3. Work is to be conducted during regular business hours, Monday-Friday, with no limitations to those hours.

Task 2 – Meeting & Coordination

1. Attend meeting(s) with the Town engineer to coordinate the project related items.
2. Coordinate with the Town engineer to represent and depict the street rehabilitation areas. Project areas are depicted in attached kmz file.

Task 3 – Plans, Specifications and Cost Estimate

1. Prepare the project plans and cost estimate for the project areas depicted in attached kmz file.
2. Assist the Town with the project specifications.

It is understood that the following are not included in the Scope:

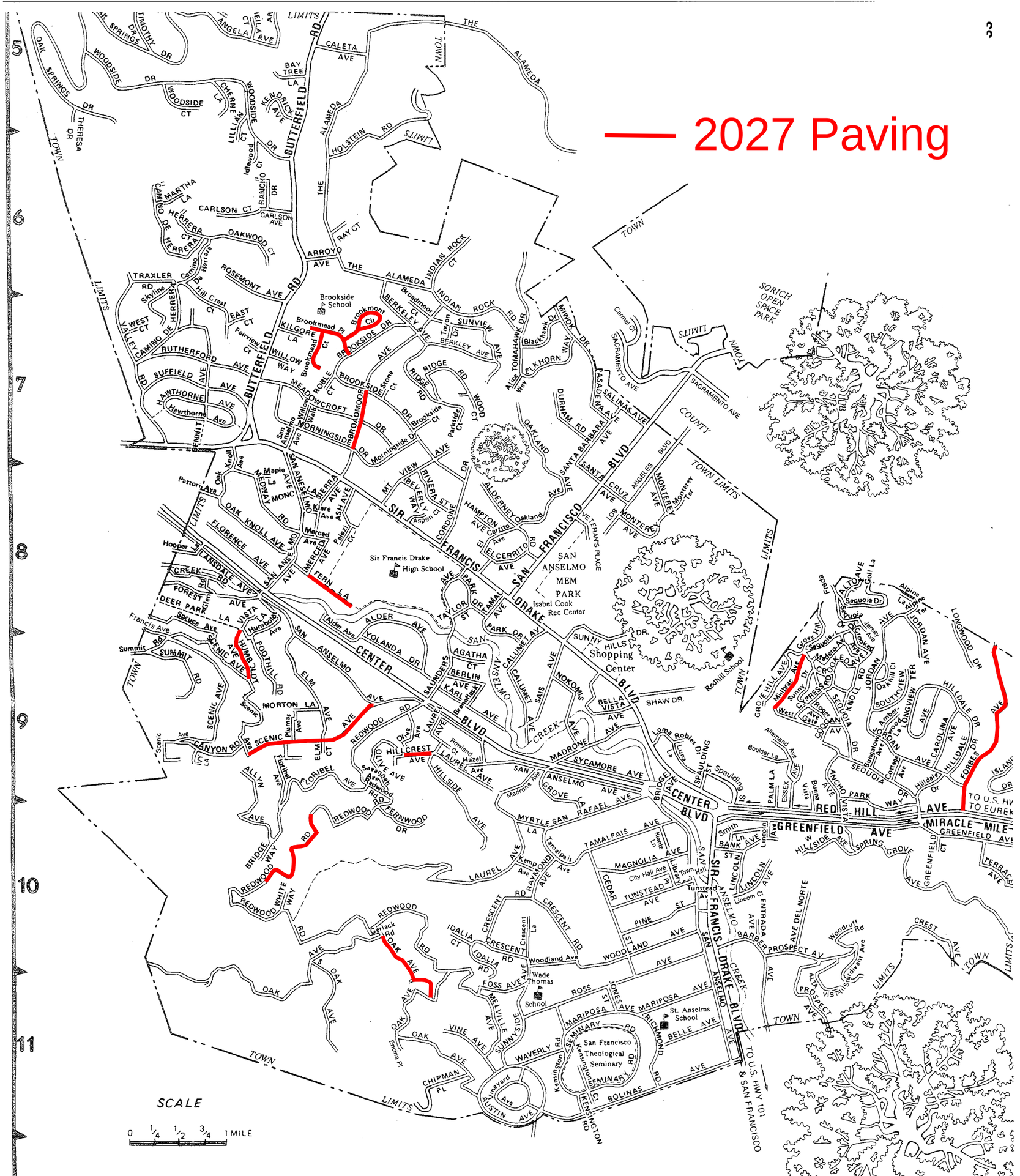
- *a. hazardous waste testing, monitoring and contingency plan for both site and building demolition work,*
- *b. Phase I Environmental Assessment, Phase II Subsurface Investigation, and asbestos and lead containing material investigation and report,*
- *c. record of survey or corner records,*
- *d. survey of exploration locations,*
- *e. geotechnical report, analytical sampling and testing,*
- *f. earthwork testing and observations,*
- *g. materials testing and special inspections,*
- *h. infiltration testing,*
- *i. construction administration services,*
- *j. environmental impact report,*
- *k. CEQA/NEPA/EIR*
- *l. potholing to determine location and/or elevation of underground utilities,*
- *m. permit applications and fees,*
- *n. construction management, inspection, supervision and scheduling,*
- *o. gas, electric and telephone service plans,*
- *p. design of any structural elements,*
- *q. record survey maps, tentative maps, parcel maps, final maps and legal descriptions and sketches,*
- *r. boundary surveys,*
- *s. ALTA Survey,*
- *t. SWPPP, QSD & QSP services,*
- *u. construction staking, and*
- *v. reimbursable expenses.*

II. FEE PROPOSAL

Task		**Fee**
Task 1	Topographic Survey	$59,000.00
Task 2	Meeting & Coordination	$7,000.00
Task 3	Plans, Specifications & Cost Estimate	$119,000.00
Total Fee		**$185,000.00**

We look forward to continuing our work with you and the team. If you have any questions regarding this proposal, please do not hesitate to call me directly.

Adam K. Merrill, PE, QSD/QSP
Civil Engineer, 76826
Vice President, Principal



The Town of San Anselmo

STREET GUIDE

Agatha Ct F-9
Alder Ave. E,F-8
Alderney Rd F-8
Alice Way F-7
Allemand Ave H-9
Allyn Ave E-9
Alpine La I-8
Alpine Ter I-8
Alta Vista H-11
Alto Ave H-8
Amberwood La I-9
Ancho Vista Ave H-9
Angela Ave E-5
Arroyo Ave E-6
Ash Ave E-8
Aspen Ct F-8
Austin Ave F-11
Avenue Del Norte H-10

Bank St H-10
Barber Ave H-10
Bay Tree La E-5
Bella Vista Ave G-9
Belle Ave G-11
Bennit Ave E-7
Berkley Ave F-7
Berlin Ave F-9
Beverly Way F-8
Blackhawk Dr G-7
Bolinas Ave G-11
Boulder La H-9
Bridge Ave G-9
Bridge Way E-10
Broadmoor Ave F-7
Broadmoor Ct F-7
Brookmead Ct E-7
Brookmead Pl E-7
Brookmont Cir F-7
Brookside Ct F-7
Brookside Dr E-7
Buena Vista H-9
Bungalow Ave I-9
Butterfield Rd E-6

Caleta Ave E-5
Calumet Ave F-9
Camino De Herrera D-6
Canyon Rd E-9
Carmel Ct G-7
Carlson Ave E-9
Carlson Ct E-6
Carolina Ave I-9
Cedar St G-10
Center Blvd F,G-9
Cherne La E-5
Chipman Pl F-11
City Hall Ave G-10
Coogan Ave H-9
Cordone Dr F-8
Cottage Ave I-9
Creek Rd E-8
Crescent La F-10
Crescent Rd F,G-10
Crest Ave I-10
Crooked Ave H-9

Deer Park La D-8
Durham Rd G-7

East Ct E-7
East La H-8
El Cerrito Ave F-8
Elkhorn Way G-7
Elm Ave E-9
Elm Ct E-9
Encina Pl F-11
Entrada Ave H-10
Essex Ave H-9

Fairview Ct E-7
Fern La E-8
Fernwood Dr F-10
Florence Ave E-8
Floribel Ave E-9
Floribel Ave E-9
Foothill Rd E-9
Forbes Ave I-9
Forest Ave E-8
Foss Ave F-11
Francis Ave D-8
Freda H-8

Garlack Rd F-10
Glen Rd E-8
Golf La I-8
Greenfield Ave H,G-10
Greenfield Ct I-10
Grove La G-9
Grove Hill Ave H-9

Hampton Ave F-8
Hawthorne Ave D-7
Hazel Ave F-9
Herrera Ct D-6
Hillcrest Ave F-9
Hillcrest Ct E-6
Hilldale Dr I-9
Hillside Ave F-9
Hoag Ave E-9
Holstein Rd E-6
Hooper La D-8
Humboldt Ave E-9

Idalia Ct F-10
Idalia Rd F-10
Idlewood Ct E-6
Indian Rock Ct F-6
Indian Rock Rd F-7
Island Dr I-9
Ivy La E-9

Jersey Ave I-8
Jones St G-11
Jordan Ave I-8

Karl Ave F-9
Kemp Ave F-10
Kendrick Ave E-5
Kensington Ct G-11
Kensington Rd G-11
Kientz La G-10
Kilgore La E-7
Klare Ave E-8

Lansdale Ave E-8
Laurel Ave F-9
Library Pl G-10
Lillian Ct E-6
Lincoln Ave H-10
Lincoln Ct H-10
Loma Robles Dr G-9
Longview Ave I-9
Longwood Dr I-8
Los Angeles Blvd G-8
Luna La G-9

Madero Ave H-9
Madrone Ave F-9
Magnolia Ave G-10
Maple La E-8
Mariposa Ave G-11
Martha La D-6
Meadowcroft Dr E-7
Medway Rd E-8
Melville Ave F-11
Merced Ave E-8
Milbrae Ave H-9
Miracle Mile I-10
Miwok Dr G-7
Mono La E-8
Monterey Ave G-8
Monterey Ter G-8
Morningside Dr E-7
Morton La E-9
Mountain View Ave F-8
Myrtle La F-10

STAFF REPORT

TOWN OF SAN ANSELMO Item #1.3

MEETING DATE: September 22, 2026

AGENDA TITLE: Revenue and Expenditure Reports, August 2026

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 August 31, 2026.

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 that most of the Town-level operational activities are processed through the General Fund either directly or indirectly. The Town Council approves these reports monthly throughout the fiscal year.

DISCUSSION/ANALYSIS

The revenue and expenditure data through August 31, 2026, 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 carried out by identifying the key trends the Town Council should take note of.

Revenues
Overall, through the August 2026 reporting period, the Town's general fund revenue increased its base relative to the prior year by $0.023M. A majority of the Town's revenue is collected at specific times.

Category	AUG YTD FY27	AUG YTD FY26	$ Change	% Change
Property Tax	-	12,232.41	(12,232.41)	-100.00%
Sales Tax	-	-	-	-
Property Transfer Tax	-	-	-	-
Franchise Taxes	59,221.75	40,664.36	18,557.39	-
Licenses & Permits	238,805.86	193,287.36	45,518.50	23.55%
Fines	1,321.62	9,203.61	(7,881.99)	-85.64%
Cash & Investment Interest	-	-	-	-
Intergovernmental	-	5,000.00	(5,000.00)	-
Other Fees	57,605.77	73,838.83	(16,233.06)	-21.98%
Transfers In	-	-	-	-
Total	**356,955.00**	**334,226.57**	**22,728.43**	**6.80%**

As shown above, the Town's overall revenue base increased by $0.023M due to the following:

- The Town receives property tax disbursements from the County of Marin in December (55%), April (40%), and June (5%).
- The Town receives disbursements monthly from the State for Sales Tax. The collections for the fiscal year 2026-27 will begin in September.
- Revenue from Licenses & Permits increased by $0.046M compared to the previous period, due to construction permit activity in the Town and collection of business license tax.

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

Expenditures
Overall, through the August 2026 reporting period, the Town's General Fund expenditures have increased by $0.265M compared to the prior year. This is primarily from increases in retirement, outside services, debt service, and internal service charge. All other activity is either flat year-over-year or nets to an immaterial change, all of which are within management's expectations.

Category	AUG YTD FY27	AUG YTD FY26	$ Change	% Change
Compensation	881,478.73	929,153.36	(47,674.63)	-5.13%
Retirement	336,883.43	260,816.62	76,066.81	29.16%
Training	3,258.33	6,941.47	(3,683.14)	-53.06%
Outside Services	398,386.34	448,644.67	(50,258.33)	-11.20%
Outside Services - Public Safety	2,543,718.59	2,459,728.93	83,989.66	3.41%
Maintenance	26,519.44	13,328.11	13,191.33	98.97%
Utilities	6,622.97	6,070.34	552.63	9.10%
Supplies	26,877.29	20,141.63	6,735.66	33.44%
Debt Service - Pension Bond	633,976.09	596,120.07	37,856.02	6.35%
Other Expenditure	25,651.85	25,220.68	431.17	1.71%
Internal Service Charge	949,368.04	801,182.32	148,185.72	18.50%
Transfers Out	-	-	-	0.00%
Total	**5,832,741.10**	**5,567,348.20**	**265,392.90**	**4.77%**

As shown above, the Town's expenditures base overall increased by $0.265M, which is driven by compensation, retirement, outside services – public safety, and debt service:

- Compensation (Salaries & Wages and Benefits) decreased by $0.047M compared to the prior fiscal year, primarily due to open positions and the $3,000 one-time payout to all employees upon signing of the July 1, 2025 to June 30, 2028 Memorandum of Understanding with SEIU that was in August 2025 offset by a 5.5% cost of living adjustment effective July 1, 2026 and step adjustments.
- Retirement increased by $0.077M compared to the prior period due to the Town's CalPERS unfunded liability payment, cost of living, and step adjustments.
- Outside Services decreased by $0.050M compared to the previous period due to the FY25-26 feasibility study for Memorial Park, and timing of payments to organizations such as Transportation Authority of Marin and Association of Bay Area Government.
- Outside Services – Public Safety increased by $0.083M compared to the previous fiscal year due to payments for Public Safety JPA's, Central Marin Police Authority, and Ross Valley Fire Department. These increases are in line with the budgeted amounts set by the Police Council and Fire Board.
- Debt Service increased by $0.037M compared to the previous fiscal year due to the repayment of the 2021 Pension Obligation Bonds. The bond payments are due in August and February.
- Internal Service Fund Charge increased by $0.148M compared to the previous period due payment to the Internal Service Funds for Insurance and slight increases to charges for building maintenance and information technology.

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 immaterial for further discussion and are expected given the Town's operations.

MEASURE J

Revenues

Overall, through the August 2026 reporting period, the Town's Measure J Fund's revenue increased relative to the prior year by $0.191M.

Category	AUG YTD FY27	AUG YTD FY26	$ Change	% Change
Sales Tax	-	-	-	-
Cash & Investment Interest	-	-	-	-
Reimbursement	191,104.00	-	191,104.00	-
Total	**191,104.00**	**-**	**191,104.00**	-

- The Town receives disbursements monthly from the State for Sales Tax. The collections for the fiscal year 2026-27 will begin in September.
- Reimbursement increased by $191,104 compared to the previous period due to RVFD reimbursing the Town for items unique to fire service operations (the emergency radio and exhaust extraction systems) installed during the Fire Station 20 remodel, which fall under RVFD's responsibility per JPA Section 9.2(b).

Expenditures
Overall, through the August 2026 reporting period end, the Town's Measure J expenditures have decreased by $0.385M compared to the prior year. This is primarily from decreases in compensation and construction activity. All other activity is either flat year-over-year or nets correspondingly to an immaterial change.

Category	AUG YTD FY27	AUG YTD FY26	$ Change	% Change
Compensation	34,470.82	43,719.94	(9,249.12)	-21.16%
Retirement	2,100.81	3,100.85	(1,000.04)	-32.25%
Training	-	-	-	-
Outside Services	48,522.16	47,108.84	1,413.32	3.00%
Construction	373,159.07	749,658.29	(376,499.22)	-50.22%
Transfers Out	-	-	-	-
Total	**458,252.86**	**843,587.92**	**(385,335.06)**	**-45.68%**

- Compensation (Salaries & Wages and Benefits) decreased by $0.009M compared to the prior fiscal year, primarily due to current open positions offset by the 5.5% cost of living adjustment effective July 1, 2026 and step adjustments.
- Outside Services increased by $0.001M compared to the prior period due to Ross Valley Fire Department staffing costs, including a 3.5% COLA, 3.5% equity adjustment, and continued step increases for Firefighter/Paramedic personnel.
- Construction decreased by $0.376M compared to the previous period due to the construction activity related to the Fire Station 20 Project and Adaptive Traffic Signal Project.

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: Budget Comparison Report by Subcategory, August 2026
Attachment #2: Budget Comparison Report by Department, August 2026
Attachment #3: Budget Comparison Report by Subcategory Measure J, August 2026
Attachment #4: Budget Comparison Report by Department Measure J, August 2026

Town of San Anselmo 2026-2027 Rev & Exp Report as of 08/31/2026 Fund: 01 - GENERAL FUND	2025-2026 Revised Budget	2025-2026 Audited Actuals	2025-2026 YTD Actuals	% of Audited Actuals	2026-2027 Adopted Budget	2026-2027 Revised Budget	2026-2027 YTD Actuals	% of Actual / Budget
Revenue								
400 - PROPERTY TAX GENERAL	10,487,401.00	10,450,624.49	1,203.40	0.01%	10,931,643.00	10,931,643.00	0.00	0.00%
401 - PENSION	3,222,000.00	3,318,081.91	2,237.27	0.07%	3,289,650.00	3,289,650.00	0.00	0.00%
402 - PROPERTY TAX OTHER	4,109,847.00	4,147,608.99	8,791.74	0.21%	4,246,865.00	4,246,865.00	0.00	0.00
410 - OTHER TAXES	1,471,120.00	1,594,819.29	0.00	0.00%	1,518,580.00	1,518,580.00	0.00	0.00%
411 - FRANCHISE TAXES	976,000.00	996,639.09	40,664.36	4.08%	1,052,147.00	1,052,147.00	59,221.75	1.56%
420 - BUSINESS LICENSE	298,000.00	308,249.11	11,118.79	3.61%	298,000.00	298,000.00	3,459.40	1.16%
421 - PARKING	15,000.00	22,980.91	2,608.60	11.35%	20,000.00	20,000.00	2,825.88	14.13%
422 - CONSTRUCTION	1,230,000.00	1,404,267.60	179,559.97	13.04%	1,270,000.00	1,270,000.00	232,520.58	18.31%
430 - VEHICLE CODE	0.00	15,896.83	0.00	0.00%	10,000.00	10,000.00	0.00	0.00%
431 - LIBRARY	2,500.00	2,466.15	362.90	14.72%	2,500.00	2,500.00	0.00	0.00%
432 - PARKING	10,000.00	0.00	8,840.71	0.00%	0.00	0.00	1,321.62	0.00%
440 - USE OF MONEY AND PROPERTY	185,000.00	356,897.29	0.00	16.79%	150,000.00	150,000.00	0.00	0.00%
450 - STATE REVENUE	171,000.00	165,999.93	5,000.00	0.00%	173,125.00	173,125.00	0.00	0.00%
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	23,341.03	0.00	0.00%	0.00	0.00	0.00	0.00%
480 - FEES FOR SERVICES	215,500.00	253,524.77	33,353.45	12.25%	172,000.00	172,000.00	19,168.75	11.14%
490 - MISCELLANEOUS REVENUE	257,500.00	358,745.23	40,485.38	11.29%	280,910.00	280,910.00	38,437.02	13.68%
519 - TRANSFERS IN	413,185.00	398,211.68	0.00	0.00%	415,658.00	415,658.00	0.00	0.00%
520 - SOURCE OF PROCEEDS	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
Total Revenue:	**23,064,053.00**	**23,818,354.30**	**334,226.57**	**1.60%**	**23,831,078.00**	**23,831,078.00**	**356,955.00**	**1.50%**
Expense								
600 - SALARIES AND WAGES	4,025,158.20	3,932,026.34	752,820.57	19.15%	4,138,576.00	4,138,576.00	704,542.86	17.02%
601 - RETIREMENT	570,412.97	579,530.10	260,816.62	45.00%	668,005.00	668,005.00	336,883.43	50.43%
602 - EMPLOYEE BENEFITS	960,854.70	928,280.68	162,130.98	17.47%	1,046,826.00	1,046,826.00	162,846.22	15.56%
604 - RETIREE BENEFITS	190,028.00	190,028.00	14,201.81	7.47%	207,263.00	207,263.00	14,089.65	6.80%
610 - TRAINING	69,750.00	45,323.34	6,941.47	15.32%	63,000.00	63,000.00	3,258.33	5.17%
611 - OUTSIDE SERVICES	2,507,045.00	2,329,079.50	448,644.67	19.26%	1,983,435.00	1,983,435.00	398,386.34	20.09%
612 - OUTSIDE SERVICES - POLICE (CMPA) & FIRE (RVFD)	11,732,115.00	11,731,281.63	2,459,728.93	20.97%	12,250,138.00	12,250,138.00	2,543,718.59	16.55%
613 - PUBLICATION / DUES	28,645.00	17,359.71	3,442.55	19.83%	25,647.00	25,647.00	2,773.00	10.81%
614 - MAINTENANCE	104,250.00	89,025.29	8,553.75	9.61%	134,250.00	134,250.00	10,539.08	7.85%
615 - BUILDING MAINTENANCE	242,500.00	253,364.85	1,331.81	0.53%	42,500.00	42,500.00	13,207.36	31.08%
616 - VEHICLE MAINTENANCE	16,050.00	24,814.71	6,070.34	24.46%	28,550.00	28,550.00	6,622.97	23.20%
617 - UTILITIES	0.00	54,474.28	1,697.93	3.12%	0.00	0.00	950.87	0.00%
618 - HIRING	0.00	1,790.54	0.00	0.00%	0.00	0.00	0.00	0.00%
619 - MISCELLANEOUS	15,500.00	1,672.50	0.00	0.00%	15,000.00	15,000.00	0.00	0.00%
620 - OFFICE SUPPLIES	1,800.00	14,253.39	2,071.02	14.53%	0.00	0.00	5,594.23	0.00%
622 - DEPARTMENT SUPPLIES	134,450.00	140,790.31	18,070.61	12.84%	140,800.00	140,800.00	21,283.06	15.12%
623 - BOOKS / MAGAZINES / VIDEOS	30,750.00	27,622.91	2,275.01	8.24%	31,980.00	31,980.00	3,607.92	11.28%
628 - Internal Service Charge	1,307,094.00	1,307,093.92	801,182.32	61.29%	1,521,208.00	1,521,208.00	949,368.04	62.41%
629 - MISCELLANEOUS	183,800.00	141,821.94	21,247.74	14.98%	179,382.00	179,382.00	21,093.06	11.76%
630 - EQUIPMENT	0.00	7,830.67	0.00	0.00%	500.00	500.00	0.00	0.00%
631 - CAPITAL OUTLAY - CONSTRUCTION	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
640 - PRINCIPAL	510,000.00	510,000.00	510,000.00	100.00%	550,000.00	550,000.00	550,000.00	100.00%
641 - INTEREST	170,189.00	170,096.16	86,120.07	50.63%	165,018.00	165,018.00	83,976.09	50.89%
670 - TRANSFERS OUT	1,380,000.00	1,380,000.00	0.00	0.00%	639,000.00	639,000.00	0.00	0.00%
Total Expense:	**24,180,391.87**	**23,877,560.77**	**5,567,348.20**	**23.32%**	**23,831,078.00**	**23,831,078.00**	**5,832,741.10**	**22.31%**
Total Fund: 01 - GENERAL FUND:	**-1,116,338.87**	**-59,206.47**	**-5,233,121.63**		**0.00**	**0.00**	**-5,475,786.10**	

Town of San Anselmo 2026-2027 Rev & Exp Report as of 08/31/2026 Fund: 01 - GENERAL FUND Expense	2025-2026 Revised Budget	2025-2026 Audited Actuals	2025-2026 YTD Actuals	% of Audited Actuals	2026-2027 Adopted Budget	2026-2027 Revised Budget	2026-2027 YTD Actuals	% of Actual / Budget
00 - UNDESIGNATED	1,380,000.00	1,380,000.00	0.00	0.00%	639,000.00	639,000.00	0.00	0.00%
11 - TOWN COUNCIL	64,260.00	45,651.48	6,691.29	14.66%	90,604.00	90,604.00	5,530.93	6.10%
12 - ADMINISTRATION	1,748,945.87	1,743,109.37	309,722.27	17.77%	1,862,469.00	1,862,469.00	310,184.24	16.65%
16 - LEGAL SERVICES	280,000.00	223,302.75	17,492.75	7.83%	250,000.00	250,000.00	16,612.75	6.65%
18 - PLANNING	1,226,409.00	1,093,718.47	149,687.92	13.69%	727,078.00	727,078.00	135,274.61	18.61%
19 - Building & Inspections	1,198,550.00	1,135,587.20	183,623.15	16.17%	1,126,992.00	1,126,992.00	164,908.12	14.63%
21 - NON-DEPARTMENTAL	1,544,217.00	1,504,703.50	1,091,571.58	72.54%	1,771,513.00	1,771,513.00	1,285,486.94	72.56%
30 - POLICE	5,814,695.00	5,814,694.94	1,476,559.75	25.39%	6,043,271.00	6,043,271.00	1,510,817.75	25.00%
32 - ROSS VALLEY FIRE SERVICE	5,959,920.00	5,969,951.54	983,585.99	16.48%	6,249,367.00	6,249,367.00	1,041,144.81	8.40%
40 - DEBT SERVICE	681,689.00	681,696.16	596,120.07	87.45%	716,618.00	716,618.00	633,976.09	88.47%
41 - ENGINEERING AND INSPECTION	674,990.00	743,216.42	108,260.57	14.57%	759,030.00	759,030.00	96,796.44	12.75%
42 - STREETS	1,317,252.00	1,294,581.59	221,798.66	17.13%	1,423,225.00	1,423,225.00	200,141.28	14.06%
71 - LIBRARY	1,165,164.00	1,155,386.59	243,987.09	21.12%	1,012,672.00	1,012,672.00	246,305.73	24.32%
81 - PARKS	759,419.00	755,502.07	119,253.46	15.78%	822,541.00	822,541.00	130,841.61	15.91%
82 - RECREATION/GENERAL FUND	364,881.00	336,458.69	58,993.65	17.53%	336,698.00	336,698.00	54,719.80	16.25%
Total Expense:	**24,180,391.87**	**23,877,560.77**	**5,567,348.20**	**23.32%**	**23,831,078.00**	**23,831,078.00**	**5,832,741.10**	**24.48%**
Total Fund: 01 - GENERAL FUND:	**24,180,391.87**	**23,877,560.77**	**5,567,348.20**	**23.32%**	**23,831,078.00**	**23,831,078.00**	**5,832,741.10**	**24.48%**
Report Total:	**24,180,391.87**	**23,877,560.77**	**5,567,348.20**	**23.32%**	**23,831,078.00**	**23,831,078.00**	**5,832,741.10**	**24.48%**

Town of San Anselmo 2026-2027 Rev & Exp Report as of 08/31/2026	2025-2026 Revised Budget	2025-2026 Audited Actuals	2025-2026 YTD Actuals	% of Audited Actuals	2026-2027 Adopted Budget	2026-2027 Revised Budget	2026-2027 YTD Actuals	% of Actual / Budget
Fund: 15 - SALES TAX - MEASURE J								
Revenue								
410 - OTHER TAXES	2,493,023.00	2,607,028.62	0.00	0.00%	2,588,768.00	2,588,768.00	0.00	0.00%
440 - USE OF MONEY AND PROPERTY	20,000.00	0.00	0.00	0.00%	25,000.00	25,000.00	0.00	0.00%
470 - LOCAL AGENCY REVENUE	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
490 - MISCELLANEOUS REVENUE	363,005.00	2,390.87	0.00	0.00%	400,000.00	400,000.00	191,104.00	47.78%
Total Revenue:	**2,876,028.00**	**2,609,419.49**	**0.00**	**0.00%**	**3,013,768.00**	**3,013,768.00**	**191,104.00**	**6.34%**
Expense								
600 - SALARIES AND WAGES	199,152.00	200,508.69	36,601.58	18.25%	218,294.00	218,294.00	27,414.70	12.56%
601 - RETIREMENT	18,606.00	18,763.78	3,100.85	16.53%	20,645.00	20,645.00	2,100.81	10.18%
602 - EMPLOYEE BENEFITS	42,201.03	41,789.83	7,118.36	17.03%	49,222.00	49,222.00	7,056.12	14.34%
611 - OUTSIDE SERVICES	332,653.00	300,990.91	47,108.84	15.65%	1,365,733.00	1,365,733.00	48,522.16	1.78%
631 - CAPITAL OUTLAY - CONSTRUCTION	2,895,912.00	2,936,332.82	749,658.29	25.53%	846,600.00	846,600.00	373,159.07	44.08%
632 - SLURRY	0.00	267.25	0.00	0.00%	100,000.00	100,000.00	0.00	0.00%
670 - TRANSFERS OUT	124,651.00	0.00	0.00	0.00%	129,438.00	129,438.00	0.00	0.00%
Total Expense:	**3,613,175.03**	**3,498,653.28**	**843,587.92**	**24.11%**	**2,729,932.00**	**2,729,932.00**	**458,252.86**	**15.90%**
Total Fund: 15 - SALES TAX - MEASURE J:	**-737,147.03**	**-889,233.79**	**-843,587.92**		**283,836.00**	**283,836.00**	**-267,148.86**	
Report Total:	**-737,147.03**	**-889,233.79**	**-843,587.92**		**283,836.00**	**283,836.00**	**-267,148.86**	

Town of San Anselmo 2026-2027 Rev & Exp Report as of 08/31/2026 Fund: 15 - SALES TAX - MEASURE J Expense	2025-2026 Revised Budget	2025-2026 Audited Actuals	2025-2026 YTD Actuals	% of Audited Actuals	2026-2027 Adopted Budget	2026-2027 Revised Budget	2026-2027 YTD Actuals	% of Actual / Budget
00 - UNDESIGNATED	124,651.00	0.00	0.00	0.00%	129,438.00	129,438.00	0.00	0.00%
32 - ROSS VALLEY FIRE SERVICE	1,932,653.00	1,867,950.45	505,636.03	27.07%	366,133.00	366,133.00	233,232.05	57.08%
41 - ENGINEERING AND INSPECTION	1,399,871.03	1,163,966.69	227,238.32	19.52%	1,288,761.00	1,288,761.00	101,458.76	7.87%
71 - LIBRARY	100,000.00	100,000.00	0.00	0.00%	0.00	0.00	0.00	0.00%
81 - PARKS	0.00	9,655.63	180.26	1.87%	945,600.00	945,600.00	0.00	0.00%
90 - Climate Action	56,000.00	357,080.51	110,533.31	30.95%	0.00	0.00	123,562.05	0.00%
Total Expense:	**3,613,175.03**	**3,498,653.28**	**843,587.92**	**24.11%**	**2,729,932.00**	**2,729,932.00**	**458,252.86**	**16.79%**
Total Fund: 15 - SALES TAX - MEASURE J:	**3,613,175.03**	**3,498,653.28**	**843,587.92**	**24.11%**	**2,729,932.00**	**2,729,932.00**	**458,252.86**	**16.79%**
Report Total:	**3,613,175.03**	**3,498,653.28**	**843,587.92**	**24.11%**	**2,729,932.00**	**2,729,932.00**	**458,252.86**	**16.79%**

STAFF REPORT

TOWN OF SAN ANSELMO Item 1.4

MEETING DATE: 9/22/26

AGENDA TITLE: Financial Report on Recreation Fund

FROM: Mattie O'Grady – Director of Community Services

RECOMMENDATION: That the Town Council review the Recreation Fund revenue and expenditure report for the period ending August 31, 2026.

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, and childcare and camps. Additional revenue is generated through facility rentals and administrative fees.

DISCUSSION/ANALYSIS

As of August 31, 2026, 17% of the fiscal year has elapsed and the Recreation Fund is listed at 26% of projected revenues and 17% of projected expenditures.

You will also find attached the capital outlay budget for the department, in addition to the Recreation Fund revenue and expenditure report.

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

FY		Revenue				Expenditures				Rev Over/(Under) Exp	
		Budget	Actual	%		Budget	Actual	%		$$	%
2026-27		**2,608,050**	**670,549**	**26%**		**2,608,050**	**453,009**	**17%**		**217,540**	**8%**
2025-26		2,362,320	567,678	24%		2,362,320	455,469	19%		112,208	5%
2024-25		2,210,355	403,892	18%		2,210,355	381,775	17%		22,116	1%

Attachment 1 - Revenue & Expenditure Report FY 2026-27: Recreation Fund as of 8/31/2026

Attachment 2 – Capital Outlay Report FY 2026-27 as of 8/31/2026

Town of San Anselmo

Budget Report
Group Summary
For Fiscal: 2026-2027 Period Ending: 08/31/2026

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 00 - UNDESIGNATED						
670 - TRANSFERS OUT	46,835.00	46,835.00	0.00	0.00	46,835.00	100.00%
Department: 00 - UNDESIGNATED Total:	**46,835.00**	**46,835.00**	**0.00**	**0.00**	**46,835.00**	**100.00%**
Department: 61 - SPORTS						
480 - FEES FOR SERVICES	723,200.00	723,200.00	234,642.00	242,756.24	-480,443.76	66.43%
600 - SALARIES AND WAGES	30,000.00	30,000.00	175.00	850.00	29,150.00	97.17%
602 - EMPLOYEE BENEFITS	2,295.00	2,295.00	13.39	65.03	2,229.97	97.17%
611 - OUTSIDE SERVICES	318,982.00	318,982.00	0.00	0.00	318,982.00	100.00%
629 - MISCELLANEOUS	59,090.00	59,090.00	0.00	10,431.49	48,658.51	82.35%
Department: 61 - SPORTS Surplus (Deficit):	**312,833.00**	**312,833.00**	**234,453.61**	**231,409.72**	**-81,423.28**	**26.03%**
Department: 62 - CULTURE						
480 - FEES FOR SERVICES	171,500.00	171,500.00	1,455.75	1,651.75	-169,848.25	99.04%
611 - OUTSIDE SERVICES	117,600.00	117,600.00	180.00	180.00	117,420.00	99.85%
629 - MISCELLANEOUS	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%
Department: 62 - CULTURE Surplus (Deficit):	**52,900.00**	**52,900.00**	**1,275.75**	**1,471.75**	**-51,428.25**	**97.22%**
Department: 63 - CHILD CARE						
480 - FEES FOR SERVICES	1,665,450.00	1,665,450.00	181,456.77	407,910.34	-1,257,539.66	75.51%
600 - SALARIES AND WAGES	800,136.00	800,136.00	86,053.49	177,551.70	622,584.30	77.81%
601 - RETIREMENT	42,492.00	42,492.00	2,602.99	5,260.11	37,231.89	87.62%
602 - EMPLOYEE BENEFITS	184,409.00	184,409.00	13,531.44	27,461.64	156,947.36	85.11%
611 - OUTSIDE SERVICES	356,050.00	356,050.00	52,947.06	108,658.66	247,391.34	69.48%
622 - DEPARTMENT SUPPLIES	7,000.00	7,000.00	652.63	2,447.33	4,552.67	65.04%
629 - MISCELLANEOUS	50,050.00	50,050.00	3,322.15	9,815.00	40,235.00	80.39%
Department: 63 - CHILD CARE Surplus (Deficit):	**225,313.00**	**225,313.00**	**22,347.01**	**76,715.90**	**-148,597.10**	**65.95%**
Department: 64 - EVENTS AND OTHER						
480 - FEES FOR SERVICES	30,000.00	30,000.00	6,612.00	14,323.42	-15,676.58	52.26%
611 - OUTSIDE SERVICES	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%
Department: 64 - EVENTS AND OTHER Surplus (Deficit):	**10,000.00**	**10,000.00**	**6,612.00**	**14,323.42**	**4,323.42**	**-43.23%**
Department: 65 - PROGRAM ADMINISTRATION						
480 - FEES FOR SERVICES	17,900.00	17,900.00	2,754.00	3,908.00	-13,992.00	78.17%
600 - SALARIES AND WAGES	264,276.00	264,276.00	38,393.32	77,036.44	187,239.56	70.85%
601 - RETIREMENT	25,626.00	25,626.00	3,392.41	6,784.83	18,841.17	73.52%
602 - EMPLOYEE BENEFITS	84,203.00	84,203.00	7,121.94	14,263.04	69,939.96	83.06%
610 - TRAINING	6,700.00	6,700.00	1,760.00	1,760.00	4,940.00	73.73%
611 - OUTSIDE SERVICES	121,683.00	121,683.00	703.00	4,168.18	117,514.82	96.57%
613 - PUBLICATION / DUES	700.00	700.00	0.00	5.95	694.05	99.15%
615 - BUILDING MAINTENANCE	5,400.00	5,400.00	277.00	277.00	5,123.00	94.87%
617 - UTILITIES	15,800.00	15,800.00	1,256.31	2,446.48	13,353.52	84.52%
618 - HIRING	3,200.00	3,200.00	0.00	0.00	3,200.00	100.00%
620 - OFFICE SUPPLIES	35,023.00	35,023.00	73.71	2,794.37	32,228.63	92.02%
622 - DEPARTMENT SUPPLIES	9,500.00	9,500.00	79.36	752.44	8,747.56	92.08%
Department: 65 - PROGRAM ADMINISTRATION Surplus (Deficit):	**-554,211.00**	**-554,211.00**	**-50,303.05**	**-106,380.73**	**447,830.27**	**80.81%**
Report Surplus (Deficit):	**0.00**	**0.00**	**214,385.32**	**217,540.06**	**217,540.06**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
21 - RECREATION	0.00	0.00	214,385.32	217,540.06	217,540.06
Report Surplus (Deficit):	**0.00**	**0.00**	**214,385.32**	**217,540.06**	**217,540.06**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 21 - RECREATION							
Expense							
SubCategory: 619 - MISCELLANEOUS							
21.64	SPECIAL EVENT EXPENSE	7,000.00	7,000.00	203.54	-856.12	7,856.12	112.23 %
21.64	OLDER ADUILT PROGRAMMING	15,000.00	15,000.00	622.23	1,590.98	13,409.02	89.39 %
	SubCategory: 619 - MISCELLANEOUS Total:	**22,000.00**	**22,000.00**	**825.77**	**734.86**	**21,265.14**	**96.66%**
SubCategory: 631 - CAPITAL OUTLAY - CONSTRUCTION							
21.65.63100	CAPITAL OUTLAY - CONSTRUCTION	150,000.00	150,000.00	1,450.88	10,192.88	139,807.12	93.20 %
	SubCategory: 631 - CAPITAL OUTLAY - CONSTRUCTION Total:	**150,000.00**	**150,000.00**	**1,450.88**	**10,192.88**	**139,807.12**	**93.20%**
	Expense Total:	**172,000.00**	**172,000.00**	**2,276.65**	**10,927.74**	**161,072.26**	**93.65%**
	Fund: 21 - RECREATION Total:	**172,000.00**	**172,000.00**	**2,276.65**	**10,927.74**	**161,072.26**	**93.65%**
	Report Total:	**172,000.00**	**172,000.00**	**2,276.65**	**10,927.74**	**161,072.26**	**93.65%**

Group Summary

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 21 - RECREATION						
Expense						
619 - MISCELLANEOUS	22,000.00	22,000.00	825.77	734.86	21,265.14	96.66%
631 - CAPITAL OUTLAY - CONSTRUCTION	150,000.00	150,000.00	1,450.88	10,192.88	139,807.12	93.20%
Expense Total:	**172,000.00**	**172,000.00**	**2,276.65**	**10,927.74**	**161,072.26**	**93.65%**
Fund: 21 - RECREATION Total:	**172,000.00**	**172,000.00**	**2,276.65**	**10,927.74**	**161,072.26**	**93.65%**
Report Total:	**172,000.00**	**172,000.00**	**2,276.65**	**10,927.74**	**161,072.26**	**93.65%**

Fund Summary

Fund		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
21 - RECREATION		172,000.00	172,000.00	2,276.65	10,927.74	161,072.26	93.65%
	Report Total:	**172,000.00**	**172,000.00**	**2,276.65**	**10,927.74**	**161,072.26**	**93.65%**

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.5

MEETING DATE: September 8, 2026

AGENDA TITLE: Approve Rescheduling the November 10, 2026 Regular Town Council Meeting to November 17, 2026

FROM: Serge Avila, Town Clerk

RECOMMENDATION: Staff recommends that the Town Council approve rescheduling the regular Town Council meeting currently scheduled for Tuesday, November 10, 2026, to Tuesday, November 17, 2026, at the regular meeting time and location.

BACKGROUND

The Town Council conducts its regular meetings pursuant to the Council's adopted meeting schedule. The regular meeting for November 2026 is currently scheduled for Tuesday, November 10, 2026. Administration is requesting that the Council move this meeting one week later, to Tuesday, November 17, 2026.

DISCUSSION/ANALYSIS

Rescheduling the meeting to November 17, 2026, will allow the Town to conduct the November regular meeting on the following Tuesday while maintaining continuity of Town business. If approved, staff will update the Town's meeting calendar and agenda materials and provide appropriate public notice of the revised meeting date.
The proposed change applies only to the November 10, 2026, meeting. No other regular Town Council meeting dates are proposed to be changed by this action.

FISCAL IMPACT

There is no fiscal impact on this item.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Rescheduling a regular meeting 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

None

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.6

MEETING DATE: 9/22/26

AGENDA TITLE: Consideration of Special Event Application – Milo Foundation Benefit

FROM: Mattie O'Grady – Director of Community Services
Veronica Hillard – Senior Recreation Supervisor

RECOMMENDATION: That Council approve the San Anselmo Chamber of Commerce's application for the Milo Foundation Benefit event scheduled for Saturday, September 26, from 12:00 – 4:00 pm.

BACKGROUND

This event is hosted by the San Anselmo Chamber of Commerce, with Belinda Wickwire Jewelry serving as the primary sponsor. The Milo Foundation is a nonprofit, no-kill animal rescue organization that rescues homeless dogs and cats, provides rehabilitation and sanctuary when needed, and connects animals with permanent adoptive homes. The organization also promotes responsible pet guardianship and public education regarding pet adoption.

DISCUSSION/ANALYSIS

The event is expected to draw approximately 25 attendees and is scheduled for Saturday, September 26, from 12:00 p.m. to 4:00 p.m. The event will feature adoptable dogs and provide information to the public regarding the pet-adoption process.

Most event activities will take place inside Belinda Wickwire Jewelry, located at 528 San Anselmo Avenue. A small informational table and a limited number of dogs will be located on the Town Hall Lawn to provide event visibility and public outreach.

No street closure will be required for this event.

The following conditions are required of the applicant:

- A certificate of insurance naming the Town of San Anselmo as an additional insured is required.

- The event must comply with all applicable Americans with Disabilities Act (ADA) requirements, including the use of ADA-compliant cord covers for any cords located within the public right-of-way.
- All animal waste must be promptly collected and properly disposed of

FISCAL IMPACT

There is no direct fiscal impact to the Town to approve this item.

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).

Staff Report
Attachment 1 – Event Application

TOWN OF SAN ANSELMO
EST. 1907

TOWN OF SAN ANSELMO
1000 Sir Francis Drake Blvd, Suite # 14
San Anselmo, CA 94960
415-258-4640

APPLICATION FOR COMMUNITY-BASED EVENTS

Please complete this application if you wish to conduct a community-based event (non-commercial) in San Anselmo on public property for more than 50 people or involving the closure of a downtown street for more than fifteen minutes. The application will be reviewed by staff and forwarded to the Town Council for approval.

EVENT INFORMATION

Name of event: Milo Foundation Benefit

Organization(s) presenting the event: San Anselmo Chamber of Commerce

Other event sponsor(s), if any: Belinda Wickwire Jewelry

Contact Person: Belinda Wickwire **Phone Number:** 415-785-7519

Address: 528 San Anselmo Ave **Email:** info@belindawickwirejewelry.com

Event Date(s): 9/26/2026

Start and end times: 12 - 4pm **Number of attendees (estimate):** 25

Location: Town Hall Lawn

Will alcohol be served or sold?

Yes ☐ No ☑

Brief Event Description:

Have representatives from the Milo Foundation will be onsite to facilitate the adoption process for cats and dogs. There will be example dogs in attendence.

Public space requested:

- ☐ Creek Park
- ☐ Pine Street Parking Lot
- ☑ Town Hall Lawn
- ☐ Imagination Park
- ☐ Other: _____
- ☐ Creek Park Parking Lot
- ☐ Magnolia Parking Lot
- ☐ Council Chamber
- ☐ Memorial Park

☐ San Anselmo Avenue: from (cross streets) _____ to _____
☐ Tunstead Avenue: from (cross streets) _____ to _____
☐ Other street(s): from (cross streets) _____ to _____
☐ Other space use (e.g. parking spaces) _____
☐ Other Facilities: _____

Additional Comments on the Public Space Requested:

There will be no lasting impact to the space.

To be qualified for consideration, applicants must fall into one of the following categories:

- ❖ Town-Sponsored Events
- ❖ Ross Valley* accredited or licensed schools (pre-kindergarten through 12th grade, (both public and private schools)
- ❖ Ross Valley* Youth Organized Sporting of Cultural Events
- ❖ Organizations located in the Ross Valley* which have received tax-exempt status pursuant to Internal Revenue Service Code Section 501(c)(6)
- ❖ Merchant associations located in incorporated San Anselmo and established as of 2006

*Ross Valley is defined as incorporated and unincorporated areas of San Anselmo, Fairfax, and Ross

Standards & Objectives

The Town Council, with input from downtown merchants, property owners, and local residents, has adopted the following criteria they will consider when reviewing applications for the closure of roadways or other public space in the downtown area.

Does the event:

- ✓ Attract local residents
- ✓ Attract people throughout the Bay Area
- ✓ Attract families
- ✓ Generate interest for people to return and spend money in local businesses
- ✓ Create a positive impact for real estate stimulation
- ✓ Provide a overall positive impact on business
- ✓ Provide an opportunity for downtown merchants to participate in the event
- ✓ Provide access to neighborhood streets during the event
- ✓ Avoid conflicting with a retail holiday
- ✓ Assure public safety
- ✓ Provide adequate parking
- ✓ Benefit the Town
- ✓ Provide access for persons with disabilities
- ✓ Provide for clean-up by event organizers
- ✓ Provide emergency vehicle access
- ✓ Assure that any booths or other structures are designed and placed so that storefronts have access and visibility
- ✓ Allow local businesses to exhibit merchandise on the sidewalk area in front of their stores, without charge, while maintaining wheelchair access

CONDITIONS OF APPROVAL

The following conditions apply to downtown events, unless waived or modified by the Town. Other conditions, as set by the Town Council and staff, may apply to particular events for public safety or other objectives of the Town.

A. **Police**: Off-duty police officers may be required for the event, as determined by the Police Chief, depending on the number of people attending and the nature of the event. Off-duty police officers are required during events where alcohol is served or sold.

B. **Emergency access**: An emergency access lane of at least 14 feet wide must be maintained at all times.

C. **Insurance**: Proof of general liability insurance, naming the Town, its employees, and agents as additional insured, at limits no less than $1,000,000.

D. **Recycling and garbage**: Extra containers for recycling cans and bottles, and garbage cans must be placed throughout the area of the event. Containers and cans are to be emptied when full during the event, and picked up after the event.

E. **Compostable/Disposable Foodware:** In accordance with the Town of San Anselmo's Ordinance 1136 all food vendors will provide takeout food in reusable foodware or compostable disposable foodware, or items composed entirely of aluminum. If a compostable disposable foodware item is not available, an alternative foodware item made of other materials, except polystyrene foam and polystyrene food ware, may be substituted.

F. **Toilet facilities**: Events estimated to attract more than 100 people and lasting more than two hours must provide portable toilets, in the number and location as approved by the Parks superintendent, unless alternate arrangements for toilet facilities are otherwise required or arranged to the approval of the Parks Superintendent. Toilet facilities must be provided for disabled persons at each location where portable facilities are provided. Hand washing facilities must be provided where food is served.

G. **Traffic control**: A traffic and parking control plan, including enforcement measures, must be approved by the Police Chief.

H. **Noticing:** Events that include closure of the street will require advance written notice to businesses and residents on the street(s) that will be closed. These notices must be distributed a minimum of five days prior to the Town Council meeting date that the event application will be considered.

I. **Sales tax**: Persons or businesses selling items as part of the event shall designate San Anselmo as the point of sale for sales tax purposes.

J. **Alcoholic beverages**: A permit is required from the Police Chief and the State Department of Alcohol Beverage Control in order to serve or sell alcoholic beverages. Off-duty police officers are required if alcohol is served or sold.

K. **Fire inspection**: A fire inspection is required of any and all appliances or devices that produce an open or enclosed flame and/or hot materials, including food.

L. **Creek Park**: No more than three booths are allowed inside the turf areas of the park.

M. **Signs and barricades**: Any "No parking signs" that are needed are to be provided by the event organizers, and posted according to the traffic control plan prior to the event. Barricades, detour signs, and other traffic control devices are to be provided by the event organizers.

N. **Parking:** Temporary accessible parking must be provided if a street closure or other event condition renders permanent accessible parking unusable.

O. **Cables**: Cables must be covered so as not to create a tripping hazard. When cable covers are used, they must not create a tripping hazard and must be navigable by wheelchair. The path of travel must be no more than 1:12.

On behalf of the organization applying for the permit to conduct the event, I have read and agree to follow the standards for events, as stated in this application, and have read and agree to follow the permit conditions as stated in this application and those which may be required of me as conditions of approval.

Name: Frank Gomez

Date: 09.09.26

NAME OF EVENT: Milo Foundation Benefit DATE OF EVENT: September 26, 2026

DEPARTMENT	COMMENTS/CONDITIONS	APPROVED BY
POLICE		M. Norton
FIRE		D. Mahoney
RECREATION	The Town requires a Certificate of Insurance claiming the Town of San Anselmo as additional insured. Animal waste must be promptly picked up and disposed of.	M. O'Grady
PUBLIC WORKS	Event must be ADA compliant (i.e. no blocking of sidewalks).	S. Schneider & J. Healy
ADMINISTRATION		D. Donery
TOWN COUNCIL		

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.7

MEETING DATE: 9/22/26

AGENDA TITLE: Consideration of Special Event Application – Creek Park 52nd Anniversary Celebration

FROM: Mattie O'Grady – Director of Community Services
Veronica Hillard – Senior Recreation Supervisor

RECOMMENDATION: That Council approve the San Anselmo Chamber of Commerce's application for the Creek Park 52nd Anniversary Celebration event scheduled for Saturday, October 10, from 2:00 – 6:00 pm.

BACKGROUND

The Creek Park 52nd Anniversary event is a community celebration honoring one of San Anselmo's most cherished landmarks, historic Creek Park. This milestone event recognizes over five decades of Creek Park serving as the heart of downtown San Anselmo, a gathering place for residents, families, and visitors.

DISCUSSION/ANALYSIS

The Creek Park 52nd Anniversary Celebration is expecting to draw around 200 people and is scheduled for Saturday, October 10 from 2:00pm – 6:00pm. The celebration will feature performances by San Anselmo's homegrown talent and highlight deserving members of the local musical community, showcasing the creativity and spirit that make San Anselmo unique.

No street closure will be required for this event.

The following conditions are required of the applicant:

- A certificate of insurance is required listing the Town of San Anselmo as additional insured.
- Event requires compliance with all ADA regulations, including providing ADA-approved cord covers on all cords located on public right of way.

FISCAL IMPACT

There is no direct fiscal impact to the Town to approve this item.

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).

Staff Report
Attachment 1 – Event Application

TOWN OF SAN ANSELMO
1000 Sir Francis Drake Blvd, Suite # 14
San Anselmo, CA 94960
415-258-4640

APPLICATION FOR COMMUNITY-BASED EVENTS

Please complete this application if you wish to conduct a community-based event (non-commercial) in San Anselmo on public property for more than 50 people or involving the closure of a downtown street for more than fifteen minutes. The application will be reviewed by staff and forwarded to the Town Council for approval.

EVENT INFORMATION

Name of event: 52nd Creek Park anniversary Celebration
Organization(s) presenting the event: San Anselmo Chamber of Commerce
Other event sponsor(s), if any: Friends of Creek Park
Contact Person: Guy Meyer **Phone Number:** (415) 419-6351
Address: 63 Tamalpais Avenue **Email:** GuyMeyer@gmail.com
Event Date(s): October 10th 2026
Start and end times: 2pm - 6pm **Number of attendees (estimate):** 200
Location: Creek Park
Will alcohol be served or sold?

Yes ☐ No ☒

Brief Event Description:

The Third Annual Celebration of Creek Park and our Music Community

Public space requested:

- ☒ Creek Park
- ☐ Pine Street Parking Lot
- ☐ Town Hall Lawn
- ☐ Imagination Park
- ☐ Other: _____
- ☐ Creek Park Parking Lot
- ☐ Magnolia Parking Lot
- ☐ Council Chamber
- ☐ Memorial Park

☐ San Anselmo Avenue: from (cross streets) _____ to _____
☐ Tunstead Avenue: from (cross streets) _____ to _____
☐ Other street(s): from (cross streets) _____ to _____
☐ Other space use (e.g. parking spaces) _____
☐ Other Facilities: _____

Additional Comments on the Public Space Requested:

3rd ANNUAL CELEBRATION of CREEK PARK ANNIVERSARY and THE TRADITION of MUSIC in OUR TOWN

To be qualified for consideration, applicants must fall into one of the following categories:

- Town-Sponsored Events
- Ross Valley* accredited or licensed schools (pre-kindergarten through 12th grade, (both public and private schools)
- Ross Valley* Youth Organized Sporting of Cultural Events
- Organizations located in the Ross Valley* which have received tax-exempt status pursuant to Internal Revenue Service Code Section 501(c)(6)
- Merchant associations located in incorporated San Anselmo and established as of 2006

*Ross Valley is defined as incorporated and unincorporated areas of San Anselmo, Fairfax, and Ross

Standards & Objectives

The Town Council, with input from downtown merchants, property owners, and local residents, has adopted the following criteria they will consider when reviewing applications for the closure of roadways or other public space in the downtown area.

Does the event:

- ✓ Attract local residents
- ✓ Attract people throughout the Bay Area
- ✓ Attract families
- ✓ Generate interest for people to return and spend money in local businesses
- ✓ Create a positive impact for real estate stimulation
- ✓ Provide a overall positive impact on business
- ✓ Provide an opportunity for downtown merchants to participate in the event
- ✓ Provide access to neighborhood streets during the event
- ✓ Avoid conflicting with a retail holiday
- ✓ Assure public safety
- ✓ Provide adequate parking
- ✓ Benefit the Town
- ✓ Provide access for persons with disabilities
- ✓ Provide for clean-up by event organizers
- ✓ Provide emergency vehicle access
- ✓ Assure that any booths or other structures are designed and placed so that storefronts have access and visibility
- ✓ Allow local businesses to exhibit merchandise on the sidewalk area in front of their stores, without charge, while maintaining wheelchair access

CONDITIONS OF APPROVAL

The following conditions apply to downtown events, unless waived or modified by the Town. Other conditions, as set by the Town Council and staff, may apply to particular events for public safety or other objectives of the Town.

A. **Police**: Off-duty police officers may be required for the event, as determined by the Police Chief, depending on the number of people attending and the nature of the event. Off-duty police officers are required during events where alcohol is served or sold.

B. **Emergency access**: An emergency access lane of at least 14 feet wide must be maintained at all times.

C. **Insurance**: Proof of general liability insurance, naming the Town, its employees, and agents as additional insured, at limits no less than $1,000,000.

D. **Recycling and garbage**: Extra containers for recycling cans and bottles, and garbage cans must be placed throughout the area of the event. Containers and cans are to be emptied when full during the event, and picked up after the event.

E. **Compostable/Disposable Foodware:** In accordance with the Town of San Anselmo's Ordinance 1136 all food vendors will provide takeout food in reusable foodware or compostable disposable foodware, or items composed entirely of aluminum. If a compostable disposable foodware item is not available, an alternative foodware item made of other materials, except polystyrene foam and polystyrene food ware, may be substituted.

F. **Toilet facilities**: Events estimated to attract more than 100 people and lasting more than two hours must provide portable toilets, in the number and location as approved by the Parks superintendent, unless alternate arrangements for toilet facilities are otherwise required or arranged to the approval of the Parks Superintendent. Toilet facilities must be provided for disabled persons at each location where portable facilities are provided. Hand washing facilities must be provided where food is served.

G. **Traffic control**: A traffic and parking control plan, including enforcement measures, must be approved by the Police Chief.

H. **Noticing:** Events that include closure of the street will require advance written notice to businesses and residents on the street(s) that will be closed. These notices must be distributed a minimum of five days prior to the Town Council meeting date that the event application will be considered.

I. **Sales tax**: Persons or businesses selling items as part of the event shall designate San Anselmo as the point of sale for sales tax purposes.

J. **Alcoholic beverages**: A permit is required from the Police Chief and the State Department of Alcohol Beverage Control in order to serve or sell alcoholic beverages. Off-duty police officers are required if alcohol is served or sold.

K. **Fire inspection**: A fire inspection is required of any and all appliances or devices that produce an open or enclosed flame and/or hot materials, including food.

L. **Creek Park**: No more than three booths are allowed inside the turf areas of the park.

M. **Signs and barricades**: Any "No parking signs" that are needed are to be provided by the event organizers, and posted according to the traffic control plan prior to the event. Barricades, detour signs, and other traffic control devices are to be provided by the event organizers.

N. **Parking:** Temporary accessible parking must be provided if a street closure or other event condition renders permanent accessible parking unusable.

O. **Cables**: Cables must be covered so as not to create a tripping hazard. When cable covers are used, they must not create a tripping hazard and must be navigable by wheelchair. The path of travel must be no more than 1:12.

On behalf of the organization applying for the permit to conduct the event, I have read and agree to follow the standards for events, as stated in this application, and have read and agree to follow the permit conditions as stated in this application and those which may be required of me as conditions of approval.

Name: Brenda (C PRESIDENT S.A. CHAMBER of COMMERCE

Date: 9/3/26

NAME OF EVENT: 52nd Creek Park Anniver; DATE OF EVENT: October 10, 2026

DEPARTMENT	COMMENTS/CONDITIONS	APPROVED BY
POLICE		M. Norton
FIRE		D. Mahoney
RECREATION	The Town requires a Certificate of Insurance claiming the Town of San Anselmo as additional insured.	M. O'Grady
PUBLIC WORKS	Event must be ADA compliant (i.e. no blocking of sidewalks).	S. Schneider & J. Healy
ADMINISTRATION		D. Donery
TOWN COUNCIL		

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.8

MEETING DATE: September 22, 2026

AGENDA TITLE: Establishing Job Descriptions, Classifications, and Pay Ranges for Associate Civil Engineer and Engineering Technician Positions in the Department of Public Works

FROM: Scott Schneider, Public Works Director
Jeff Zuba, Finance & Administrative Services Director

RECOMMENDATION: That the Town Council adopt the attached resolutions establishing the job descriptions, classifications, and salary ranges for the Associate Civil Engineer and Engineering Technician positions, and add them to the Salary and Benefits Resolution for SEIU employees.

BACKGROUND

The Public Works Department's professional civil engineering series currently consists of two classifications: Assistant Civil Engineer, an entry- to journey-level position working under close supervision of licensed engineering staff, and Senior Civil Engineer, an advanced-journey/lead classification with significant independent judgment and, where assigned, responsibility for directing the work of other engineering staff. There is no mid-tier classification between these two positions on the Town's salary schedule.

This gap means that an Assistant Civil Engineer who earns professional registration as a Civil Engineer and gains several years of increasingly responsible experience has no classification to promote into within the Town organization short of the Senior Civil Engineer level, which requires a substantially greater scope of independent judgment and, in many cases, lead or supervisory responsibility. Without an intermediate step, capable engineers reach the ceiling of the Assistant Civil Engineer classification and have historically had to leave the organization to advance their careers.

Establishing this mid-tier classification is also a proactive step to complete the Town's civil engineering series, similar to how the Planning Department is structured with Assistant, Associate, and Senior Planner classifications. Adding the Associate Civil

Engineer classification brings the engineering series into a parallel three-tier structure and strengthens the Town's ability to retain and grow qualified engineering talent going forward. Recruiting and training qualified civil engineering staff is costly and time-consuming, and the Town benefits from having a credible in-house career path that encourages capable engineers to build their careers with the Town rather than seek advancement opportunities elsewhere.

Separately, the Department recently experienced a staffing vacancy when an Assistant Civil Engineer left to join the Marin Municipal Water District (MMWD). In reviewing how to fill that vacancy, the Director and Department team took the opportunity to evaluate current operational needs rather than simply backfilling the position on a like-for-like basis.

In light of both of these considerations, the Director of Public Works and Department team are recommending two separate changes: (1) creation of a new, mid-tier Associate Civil Engineer classification to complete the promotional structure for current and future engineering staff, independent of the recent vacancy and with no recruitment currently planned; and (2) creation of a new Engineering Technician classification to fill the resulting vacancy with a position better tailored to the Department's current operational needs.

DISCUSSION/ANALYSIS

Associate Civil Engineer

The proposed Associate Civil Engineer classification would be the full journey-level class in the Town's professional civil engineering series, sitting between the Assistant Civil Engineer and Senior Civil Engineer classifications. Consistent with the attached draft job description, the Associate Civil Engineer would:

- Perform complex professional civil engineering work, including capital project management, plan design and review, and construction contract administration, with limited direction from the Public Works Director;
- Be distinguished from the Assistant Civil Engineer by the requirement of registration as a Civil Engineer with the California State Board for Professional Engineers, Land Surveyors, and Geologists, and by greater independence, budget accountability, and contract authority; and
- Be distinguished from the Senior Civil Engineer by a narrower scope of independent judgment and the absence of formal responsibility for directing the work of other licensed engineers.

Creating this classification gives the Town a credible, structured promotional path: an Assistant Civil Engineer who obtains professional registration and the required experience can advance to Associate Civil Engineer, and, over time, to Senior Civil Engineer, without needing to leave the organization. Currently, no Assistant Civil Engineer on staff meets the minimum qualifications for the Associate Civil Engineer classification, since none currently holds registration as a Civil Engineer. The Town is not proposing to recruit for this position at this time; it is being established to complete the classification series and put the promotional structure in place, and would be filled in the future through internal promotion once a current or future Assistant Civil Engineer meets the minimum qualifications. Should a current Assistant Civil Engineer become

qualified for and be promoted into the Associate Civil Engineer classification, the resulting position would be funded using the same funding allocation split as that employee's Assistant Civil Engineer position at the time of promotion.
The Associate Civil Engineer is proposed as an FLSA non-exempt, salaried position with a standard 40-hour workweek, consistent with the Assistant and Senior Civil Engineer classifications. The proposed range was reviewed against comparable Associate/mid-tier civil engineer classifications at other Marin County agencies and was found to be consistent with the local market.

Engineering Technician
The Department recently lost an Assistant Civil Engineer to MMWD, creating a vacancy in the professional engineering series. Rather than automatically backfilling that vacancy with another Assistant Civil Engineer, the Director and Department team reviewed current operational needs and determined that the vacancy is better filled with an Engineering Technician, a paraprofessional classification that can provide dedicated support to ongoing Department programs while also maintaining consistent public counter coverage.
As reflected in the attached draft job description, the Engineering Technician would perform journey-level technical office and field engineering work, including:

- Providing dedicated support to ongoing Department programs, such as the traffic calming program, including field studies, data collection, and preparation of recommendations and reports;
- Conducting field inspections of public works structures and private development improvements;
- Processing encroachment, grading, sewer, and other permits issued by the Department;
- Maintaining and updating Town maps and records using CAD and GIS software; and
- Staffing the public counter to provide information and assistance to residents on public works and engineering questions, ensuring consistent public-facing coverage even as engineering staff are in the field or on project work.

This staffing approach allows the Department to maintain capacity on technical, paraprofessional-level work and public counter service without requiring a licensed engineer for tasks that do not require registration, while preserving the option to recruit for a registered engineer position in the future if project workload warrants. The proposed classification and salary range are modeled on the Town's existing Planning Technician classification, the comparable paraprofessional, counter-facing position in the Planning Division, supporting internal equity across departments.
The Engineering Technician is proposed as an FLSA non-exempt (hourly) position with a 40-hour workweek, consistent with the Town's other paraprofessional and technician-level classifications. The proposed range was reviewed against comparable technician classifications at other Marin County agencies and was found to be consistent with the local market.

FISCAL IMPACT

The proposed Associate Civil Engineer salary range falls at the midpoint between the existing Assistant Civil Engineer and Senior Civil Engineer ranges, consistent with its position as the mid-tier classification in the engineering series:

Step	A	B	C	D	E
Assistant Civil Engineer	$8,357	$8,774	$9,214	$9,674	$10,158
Associate Civil Engineer (proposed – midpoint)	$9,425	$9,910	$10,421	$10,957	$11,521
Senior Civil Engineer	$10,492	$11,046	$11,627	$12,240	$12,884

Figures reflect monthly base salary.

At the proposed range, the Associate Civil Engineer classification would cost $113,100 to $138,252 annually in base salary (Step A to Step E), before benefits, once filled. Including salary and benefits, the total annual cost of the Associate Civil Engineer position is estimated at $169,308 to $198,379, assuming full family Kaiser health coverage. Because no recruitment for this position is currently planned, this cost would not be incurred until the classification is filled through future internal promotion, at which point it would be funded using the same allocation split as the promoted employee's Assistant Civil Engineer position.

The proposed Engineering Technician salary range is recommended at parity with the Town's existing Planning Technician classification, the comparable paraprofessional, counter-facing classification in the Planning Division, reflecting a similar scope of technical support, permit processing, and public counter responsibility:

Step	A	B	C	D	E
Planning Technician (existing)	$7,075	$7,429	$7,801	$8,191	$8,602
Engineering Technician (proposed – same scale)	$7,075	$7,429	$7,801	$8,191	$8,602

Figures reflect monthly base salary.

At this range, the Engineering Technician classification would cost $84,900 to $103,224 annually in base salary (Step A to Step E), before benefits. Including salary and benefits, the total annual cost of the Engineering Technician position is estimated at $136,715 to $157,894. This estimate assumes full family Kaiser health coverage; actual cost will depend on the coverage tier elected by the incumbent.

Funding for the Department's three Assistant Civil Engineer positions is currently allocated as follows: one position is funded 98.5% Road Maintenance Fund and 1.5% Parking Fund; the one remaining and vacant Assistant Civil Engineer positions proposed to be transitioned to an Engineering Technician position was coded 25% General Fund, 37.5% Road Maintenance Fund, and 37.5% Measure J. The Engineering Technician position will initially be funded using this same 25%/37.5%/37.5% allocation, with an adjustment to be made in the FY 2027-28 budget once actual work distribution for the position is observed.

Transitioning the vacant Assistant Civil Engineer position to an Engineering Technician position is expected to result in personnel savings of approximately $21,582 annually. Because the Engineering Technician position will initially carry the same funding allocation as the vacated Assistant Civil Engineer position (25% General Fund, 37.5% Road Maintenance Fund, 37.5% Measure J), this savings is expected to be realized proportionally across those same three funding sources, subject to adjustment in the FY 2027-28 budget.

Because the Associate Civil Engineer classification is being established to complete the promotional structure rather than for immediate recruitment, no staffing cost is expected at this time. However, should a current Assistant Civil Engineer pass the Professional Engineer (PE) exam and otherwise meet the minimum qualifications, that employee would become eligible for promotion to Associate Civil Engineer, and a posting/promotion could be initiated within the current fiscal year. Promoting an Assistant Civil Engineer to Associate Civil Engineer is estimated to cost $11,082 per position, reflecting the increase in fully loaded compensation between the two classifications. Establishing this classification does not add any new positions to the Town's authorized staffing count; it creates a journey-level promotional opportunity for current staff to grow and develop within the Town, with an existing Assistant Civil Engineer position reclassified to Associate Civil Engineer upon promotion rather than an additional position being added.

CEQA

The Council’s discussion and adoption of the resolutions 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).

GENERAL PLAN CONSISTENCY

Not applicable.

ATTACHMENTS

- Attachment 1: Resolution Approving Job Description, Classification, and Salary Range for Associate Civil Engineer
- Exhibit A: Associate Civil Engineer Job Description
- Attachment 2: Resolution Approving Job Description, Classification, and Salary Range for Engineering Technician
- Exhibit A: Engineering Technician Job Description

RESOLUTION NO. XXXX

A RESOLUTION OF THE SAN ANSELMO TOWN COUNCIL APPROVING A JOB DESCRIPTION AND CLASSIFICATION AND SETTING THE COMPENSATION RANGE FOR A NEW POSITION – ASSOCIATE CIVIL ENGINEER

WHEREAS, the Town has included the position of Associate Civil Engineer in its salary table; and

WHEREAS, the attached job description enumerates the roles and responsibilities of the Associate Civil Engineer attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the duties, responsibilities, and compensation of the professional position of the Town of San Anselmo have been reviewed in relation to comparable positions in comparable agencies in Marin;

NOW, THEREFORE, THE TOWN COUNCIL HEREBY RESOLVES:

Section 1. California Environmental Quality Act

The Council further finds that this Resolution does not constitute a "project" under the California Environmental Quality Act ("CEQA") 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)

Section 2. The Town Council finds that the aforementioned recitals are true and correct and herein incorporated into this Resolution.

Section 3. Monthly Salary. The following monthly salary range of this new classification is set as of July 1, 2026.

	Step A	Step B	Step C	Step D	Step E
Associate Civil Engineer	$9,425	$9,910	$10,421	$10,957	$11,521

(40 hour work week)

Section 4. Associate Civil Engineer shall follow the SEIU Memorandum of Understanding for all employee benefits including periodic salary adjustments; and

Section 5. The Town Council of the Town of San Anselmo hereby authorizes the Town Manager to approve the final job description, classification, and pay range for the position of Associate Civil Engineer.

RESOLUTION PASSED AND ADOPTED, at the regular meeting of the Town of San Anselmo on the 22nd day of September, 2026, by the following vote:

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

_____
STEVE BURDO
MAYOR

ATTEST:

_____
SERGE AVILA
TOWN CLERK

EXHIBIT A – Associate Civil Engineer Job Description

EXHIBIT A – Associate Civil Engineer Job Description

TOWN OF SAN ANSELMO

Associate Civil Engineer

DEFINITION

The Associate Civil Engineer performs a wide range of complex professional civil engineering duties in support of the Public Works Department, including design review, capital project management, and construction administration, working with limited direction from the Public Works Director or higher-level engineering staff.

SUPERVISION RECEIVED AND EXERCISED

This is the full journey-level class in the professional civil engineering series. The Associate Civil Engineer is distinguished from the Assistant Civil Engineer by the requirement of registration as a Civil Engineer, by the greater independence and complexity of assignments, and by budget and contract accountability; incumbents in the Assistant Civil Engineer class typically work under closer supervision of licensed engineering staff and are not accountable for contract or budget decisions. The Associate Civil Engineer is distinguished from the Senior Civil Engineer by the latter's greater scope of independent judgment and, where assigned, responsibility for leading or directing the work of other engineering staff. The Associate Civil Engineer receives general direction from the Public Works Director and may provide technical and functional direction to assigned technical, para-professional, and contract staff, but does not have supervisory authority over other licensed engineers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Perform complex professional civil engineering work with a minimum of supervision
- Plan, design, and review plans and specifications for capital improvement projects, including streets, storm drains, sanitary sewers, and other public works infrastructure
- Prepare and/or direct the preparation of engineering designs, estimates, maps, property descriptions, and detailed drawings
- Review private development plans, tentative maps, and improvement plans for conformance with Town standards, and issue encroachment, grading, and related permits
- Administer public works construction contracts, including bidding, negotiation, inspection coordination, and processing of change orders and pay estimates
- Manage assigned capital improvement projects from planning through construction closeout, including budget tracking and scheduling
- Confer with contractors, developers, utility companies, other agencies, and the public to coordinate engineering and construction matters
- Research and prepare technical reports, correspondence, and grant applications; present findings and recommendations to Town Council, Planning Commission, or other bodies as needed
- Perform engineering calculations and analysis related to traffic, drainage, and public infrastructure improvements
- Ensure compliance with the Public Contracts Code, Federal and State laws, and local ordinances and regulations on assigned projects
- Investigate complaints and requests from the public regarding public works and engineering matters, and recommend appropriate resolutions

- Assist in the preparation and monitoring of the Public Works and Capital Improvement Program budgets
- May provide technical and functional direction to assigned technical or para-professional staff, and may provide lead review of work prepared by an Assistant Civil Engineer

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of civil engineering as applied to municipal public works
- Methods and materials used in the design, construction, and inspection of public works projects
- Principles of budget preparation, contract administration, and construction management
- Applicable Federal, State, and local laws, codes, and regulations governing public works construction and design
- Principles of mathematics and engineering analysis as applied to civil engineering work
- Modern office methods, practices, procedures, and computer equipment, including engineering design and project management software

Ability to:

- Perform complex professional civil engineering work with limited direction
- Review, analyze, and approve engineering plans, specifications, and reports for accuracy and conformance with standards
- Manage multiple capital improvement projects concurrently, including budget, schedule, and contractor performance
- Prepare clear, accurate, and technically sound reports, correspondence, and presentations
- Interpret and apply engineering standards, codes, and regulations
- Establish and maintain effective working relationships with contractors, other agencies, Town staff, and the public
- Communicate technical information clearly and concisely, both orally and in writing, to technical and non-technical audiences

EXPERIENCE AND TRAINING

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be equivalent to a Bachelor's degree in Civil Engineering, or a closely related field, from an accredited college or university, and two years of increasingly responsible professional civil engineering experience comparable to an Assistant Civil Engineer in a public agency setting.

LICENSES & CERTIFICATIONS

Current registration as a Civil Engineer issued by the California State Board for Professional Engineers, Land Surveyors, and Geologists is required.

The employee must possess and maintain a valid California Class C Driver's License for the duration of their employment.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to sit for long periods, talk, hear, and use a telephone or keyboard to communicate in writing. The employee is required to stand, walk, squat, kneel, twist, bend, and climb intermittently, including at active construction sites, and frequently uses hands to handle and reach. The employee must regularly lift and/or move up to 15 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus. The employee may be required to work outdoors in varying weather conditions and at active construction or field sites, and to stand at a public counter for long periods of time to answer questions.

RESOLUTION NO. XXXX

A RESOLUTION OF THE SAN ANSELMO TOWN COUNCIL APPROVING A JOB DESCRIPTION AND CLASSIFICATION AND SETTING THE COMPENSATION RANGE FOR A NEW POSITION – ENGINEERING TECHNICIAN

WHEREAS, the Town has included the position of Engineering Technician in its salary table; and

WHEREAS, the attached job description enumerates the roles and responsibilities of the Engineering Technician attached as Exhibit A and incorporated herein by reference; and

WHEREAS, the duties, responsibilities, and compensation of the professional position of the Town of San Anselmo have been reviewed in relation to comparable positions in comparable agencies in Marin;

NOW, THEREFORE, THE TOWN COUNCIL HEREBY RESOLVES:

Section 1. California Environmental Quality Act

The Council further finds that this Resolution does not constitute a "project" under the California Environmental Quality Act ("CEQA") 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)

Section 2. The Town Council finds that the aforementioned recitals are true and correct and herein incorporated into this Resolution.

Section 3. Monthly Salary. The following monthly salary range of this new classification is set as of July 1, 2026.

	Step A	Step B	Step C	Step D	Step E
Engineering Technician	$7,075	$7,429	$7,801	$8,191	$8,602
(37.5 hour work week)					

Section 4. Engineering Technician shall follow the SEIU Memorandum of Understanding for all employee benefits including periodic salary adjustments; and

Section 5. The Town Council of the Town of San Anselmo hereby authorizes the Town Manager to approve the final job description, classification, and pay range for the position of Engineering Technician.

RESOLUTION PASSED AND ADOPTED, at the regular meeting of the Town of San Anselmo on the 22 day of September, 2026, by the following vote:

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

_____
STEVE BURDO
MAYOR

ATTEST:

_____
SERGE AVILA
TOWN CLERK

EXHIBIT A – Engineering Technician Job Description

Exhibit A - Engineering Technician Job Description

TOWN OF SAN ANSELMO

Engineering Technician

DEFINITION

The Engineering Technician performs a variety of journey-level technical office and field engineering work in support of the Public Works Department. Duties include field inspections on various maintenance and repair projects, as well as private developments. The incumbent provides assistance and information to the public.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Public Works Director or assigned engineering staff. Performs a full range of paraprofessional engineering work under minimal supervision. This position does not have supervisory responsibility over other staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Inspect various public works structures including streets, sidewalks, gutters, sewers, storm drain systems, and various other facilities; perform preliminary and final inspection and acceptance of private improvements
- Conduct field investigations of reported complaints of municipal code, ordinance, and resolution violations; advise individuals of violations and methods of abatement; take appropriate action to ensure compliance
- Respond to requests for information and assistance related to use of Town right-of-way, private developments, traffic, parking, and safety; conduct field studies, compile data, and prepare appropriate recommendations and reports
- Explain and interpret municipal codes, ordinances, and resolutions at the counter and in the field to property owners and the general public
- Maintain and update a variety of maps and records, including Town street maps in both digital and paper format, utility system maps, and various index maps
- Research plans and records, perform field observations of infrastructure inventory and condition; input, maintain, and update data for computerized maintenance management systems
- Read, navigate, and make updates to base maps using CAD and GIS software
- Process encroachment permits, grading permits, sewer permits, watercourse modification permits, road bonds, and all other permits issued by the Department
- Perform inspections and educational outreach to residents, contractors, and businesses relating to the Town's stormwater pollution prevention program
- Work with residents, contractors, and other public agencies on the coordinated use of the public right-of-way
- Mediate disputes between homeowners, contractors, and the Town
- Perform other miscellaneous duties as assigned

MINIMUM QUALIFICATIONS

Knowledge of:

- Basic trigonometry, geometry, and algebra as applied to routine engineering computations
- Computer applications, including word processing, spreadsheet, database, and CAD
- Modern office methods, practices, procedures, and equipment
- Engineering maps and records
- Safe work practices
- Basic principles and techniques of public works inspection
- Principles and techniques of effective customer service
- Techniques for dealing effectively with the public and Town staff

Ability to:

- Read and interpret project plans and specifications
- Use office and engineering software and equipment
- Communicate clearly and concisely, both orally and in writing, including the ability to present complex issues in an easy-to-understand manner
- Establish and maintain cooperative working relationships with staff, contractors, and citizens
- Perform moderately complex engineering and mathematical calculations with speed and accuracy
- Provide quality customer service
- Perform a full range of paraprofessional engineering work under minimal supervision
- Understand and interpret legal property descriptions, engineering records, and maps
- Review plans and documents for conformance to regulations
- Perform construction inspection activities
- Learn applicable laws, regulations, codes, ordinances, and policies governing the construction of assigned public works projects enforced by the Town
- Interpret and apply pertinent Federal, State, and local laws, codes, and regulations
- Make sound judgments in stressful situations
- Resolve conflicts between different parties, including homeowners, contractors, and the Town, with cordiality and professionalism
- Analyze complex issues, evaluate alternatives, recommend effective courses of action, and implement the most viable solution
- Build consensus to accomplish goals through a coordinated team effort both within and outside of the organization

EXPERIENCE AND TRAINING

Any combination of experience and training that would likely provide the required knowledge, skills, and abilities is qualifying. A typical qualifying background would be:

Experience:

- Two years of technical engineering experience. Experience in a position requiring public contact is highly desirable

Education:

- Equivalent to completion of the twelfth grade, supplemented by college-level construction, inspection, or engineering coursework

IDEAL CANDIDATE

The ideal candidate will have knowledge of construction materials and practices. The individual should be personable, self-directed, and able to prioritize work and coordinate several activities at once. Highly desirable is an individual who is a team player and has excellent written and oral communication skills, including good listening techniques.

LICENSES & CERTIFICATIONS

Possession of, or the ability to obtain, a valid California Driver's License, which must be maintained as a condition of employment.

WORK ENVIRONMENT

The work is performed indoors in an engineering office environment and outdoors in field conditions, which may involve exposure to inclement weather, steep terrain, muddy or dusty conditions, and construction noise.

PHYSICAL DEMANDS

Requires the ability to work in a standard office environment and to exert a small amount of physical effort in daily activities; may require walking over uneven and steep terrain. Requires sufficient hand/eye coordination to perform semi-skilled repetitive movements, such as operating computer equipment, motor vehicles, and other office equipment. Must be able to perceive forms and colors.

STAFF REPORT

TOWN OF SAN ANSELMO Item # 2.1

MEETING DATE: September 22, 2026

AGENDA TITLE: Receive a Presentation on the Marin County Emergency Operations Plan and Coordinated Preparation for the 2026–27 El Niño Season

FROM: David P. Donery, Town Manager

RECOMMENDATION: Staff recommends that the Town Council:

1. Receive a presentation from Marin County Office of Emergency Management Director Steven Torrence regarding the 2026 Marin County Emergency Operations Plan.
2. Receive a presentation from Assistant County Executive Chris Zapata regarding coordinated countywide El Niño storm readiness.

BACKGROUND

Since 2003, the Town has maintained a rolling three-year agreement with the County for emergency coordination, prevention, preparedness, response, recovery, and mitigation. On May 28, 2024, following a presentation by OEM Director Steven Torrence, the Council approved an updated agreement reflecting the County's move of emergency services from the Sheriff's Office to the Marin County Fire Department, now operating as the Office of Emergency Management (OEM).[1] This reorganization was designed to deepen OEM's coordination with Marin's cities and towns, and the current agreement reflects that expanded partnership.

Emergency Operations Plan

Marin County has completed a comprehensive update to its Emergency Operations Plan (EOP),[2] announced by OEM in late June 2026. The updated EOP is designed to assist government and local agencies prepare for and respond to emergencies. The EOP helps everyone work together and stay coordinated. The plan includes County departments, cities and towns, special districts, nonprofit groups, private partners, and state and federal agencies.

[1] OEM's website is available at https://www.marincounty.gov/departments/fire/office-emergency-management

[2] The EOP is available at https://www.marincounty.gov/departments/fire/office-emergency-management/disaster-preparedness/read-marin-countys-disaster-planning-documents/our-2026-emergency-operations-plan

Director Torrence will present the updated EOP to Council at the September 22 meeting.

El Niño Preparations
With forecasters anticipating El Niño conditions this fall and winter, the County and local jurisdictions are expanding a coordinated public awareness campaign. Per the National Oceanic and Atmospheric Administration (NOAA), El Niño conditions weaken Pacific trade winds and push warm water toward the West Coast, often producing wetter and more extreme weather in California. County public safety officials presented their readiness strategy to the Board of Supervisors on August 18, 2026. Assistant County Executive Chris Zapata, joined by County Public Works and OEM, outlined how County departments and regional partners — including San Anselmo — are preparing for the season.

Assistant County Executive Zapata will present this information to Council at the September 22 meeting.

DISCUSSION

Staff recommends the Council and community hear both presentations together, as the topics are closely related. Together, they allow staff to describe coordinated preparedness efforts between the Town and regional partners, and help residents understand how to prepare and stay safe. During an emergency, the Police Department leads traffic control and evacuations, while Public Works leads infrastructure preparation (drainage, sandbags) and storm response (debris clearing). The Town Manager coordinates this work and facilitates communication among the Council, community, staff, and regional partners.

Emergency Operations Plan (EOP)
In recognition of National Preparedness Month, OEM is presenting information about the EOP to City and Town Councils throughout September. The presentation will include the following topics:

- Overview of the newly adopted EOP
- How county, city, town, and special district emergency plans work together
- Roles and responsibilities of local governments during emergencies
- Alert and warning systems, public information, and community preparedness initiatives
- Opportunities for residents to become more prepared
- Ongoing efforts to strengthen resilience countywide

El Niño Preparations

As described in public outreach[3] by the County, forecasters caution that El Niño does not guarantee a single severe weather event, but increases the likelihood of conditions, including atmospheric rivers, king tides, high winds, saturated soils, and storm surge, that can compound flood risk. At a town hall hosted by State Senator Mike McGuire, Dr. Sophia Merrifield of Scripps Institution of Oceanography noted that the combination of El Niño and king tide timing could produce some of the highest sea levels ever recorded on the California coast.

San Anselmo and regional partners are already planning, coordinating, and training for the season. The Town encourages residents and businesses to:

- Sign up for AlertMarin,[4] the County's primary emergency alerting system
- Review family or business emergency plans
- Assemble or refresh emergency supply kits
- Prepare homes and businesses by clearing gutters and drains, trimming vegetation, and servicing pumps
- Visit San Anselmo's Emergency Information webpage[5]

The most significant El Niño impacts typically occur when multiple hazards coincide — for example, a king tide combined with heavy rainfall, storm surge, and strong winds. Coordinated preparedness efforts to be discussed include:

- A countywide readiness strategy translating forecasts into practical, pre-storm action
- Evaluation of temporary flood mitigation measures and operational planning ahead of winter
- AlertMarin's location-specific messaging for areas at risk of coastal, bay, creek, or roadway flooding
- A series of emergency exercises involving County departments, cities, towns, first responders, public works agencies, utilities, and other Operational Area partners
- Efforts to apply lessons from recent California flood events, in collaboration with the National Weather Service, to improve forecasting, decision-making, and public communication
- Preparedness resources on the County's Ready Marin webpage[6]; storm-season updates via the County's Emergency Portal[7] and social media

San Anselmo-Specific Preparations
Town staff continues to work closely with OEM and Ross Valley jurisdictions to align response protocols and public messaging. The Town has also implemented its own

[3] The County's outreach information is available at https://www.marincounty.gov/news-releases/county-strategizes-potential-el-nino-season
[4] Alert Marin Sign Up available at https://emergency.marincounty.gov/sign-alertmarin
[5] San Anselmo's Emergency Alert page is available at https://www.sananselmo.gov/264/Emergency-Information---Staying-Safe
[6] Ready Marin webpage available at https://readymarin.marincounty.gov
[7] Marin County Emergency Portal available at https://emergency.marincounty.gov

winter preparedness measures, including storm drain assessments, ongoing debris removal from streets and creeks, outreach to merchants and residents located in the flood-zone, and Disaster Service Worker training for all staff.

Other local efforts include visits to businesses to review flood gate accessibility and installation, managing and maintaining a sand bag station[8] on Sunny Hills Drive, and staff training on the management and installation of the flood gate systems at Town Hall.

Public Engagement
The Town utilizes tools such as its website, social media channels, the weekly Town Manager's newsletter and the Business Newsletter to stay engaged with residents and business owners and to send up-to-date information on weather events and potential impacts to the community.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Receiving presentation on the County's Emergency Operation Plan and Winter Readiness 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 Climate Action Plan[9] promotes the need to prepare for the impacts of climate change, including flooding from more intense storms and points to the Local Hazard Mitigation Plan for specific preparation measures. (CAP § 3 at p. 36).

FISCAL IMPACT

There is no fiscal impact for receiving these presentations.

ATTACHMENTS

Attachment 1 – County Presentation

[8] Information about Sand Bags available at https://www.sananselmo.gov/674/Sand-Bags

[9] Climate Action Plan 2030 available at https://www.sananselmo.gov/DocumentCenter/View/24823/San-Anselmo-Climate-Action-Plan-2030-pdf?bidId=

Town of San Anselmo

County of Marin
Office of Emergency Management
Town Council Brief

Steven Torrence
Director of Emergency Management
OEM@MarinCounty.gov

OFFICE OF EMERGENCY MANAGEMENT

2026 Disaster Preparedness Month Theme

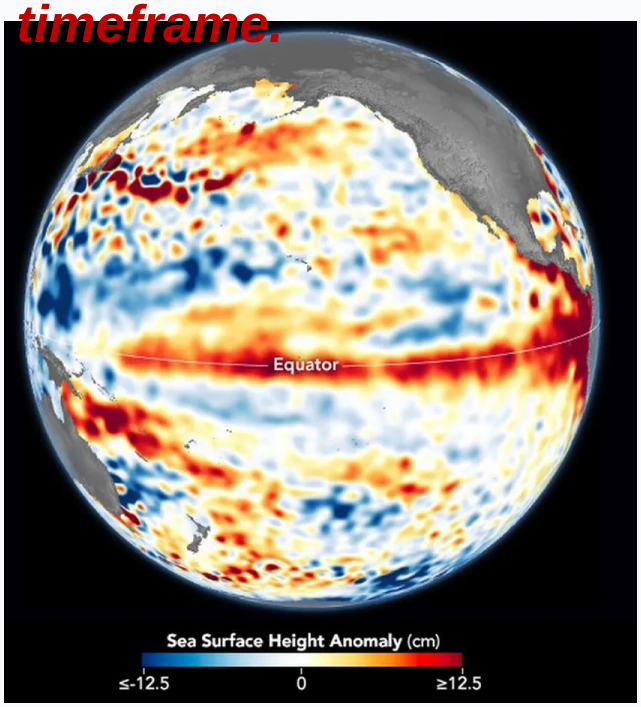
“*Get Ready With Marin*”



OFFICE OF EMERGENCY MANAGEMENT

Planning for El Nino and the Convergence

County Focus: Disasters occur when multiple hazards stack in the same timeframe.



Satellite sea-surface-height anomaly visualization of El Niño conditions.

Elevated Sea Level

El Niño can temporarily raise coastal water levels, increasing the baseline that tides and storms build on.

+

King Tides

Predictable high tides can produce flooding even without a major storm when water levels are already elevated.

+

Winter Storms

Atmospheric rivers and storm surge can add rainfall, runoff, wind, and waves during high tide windows.

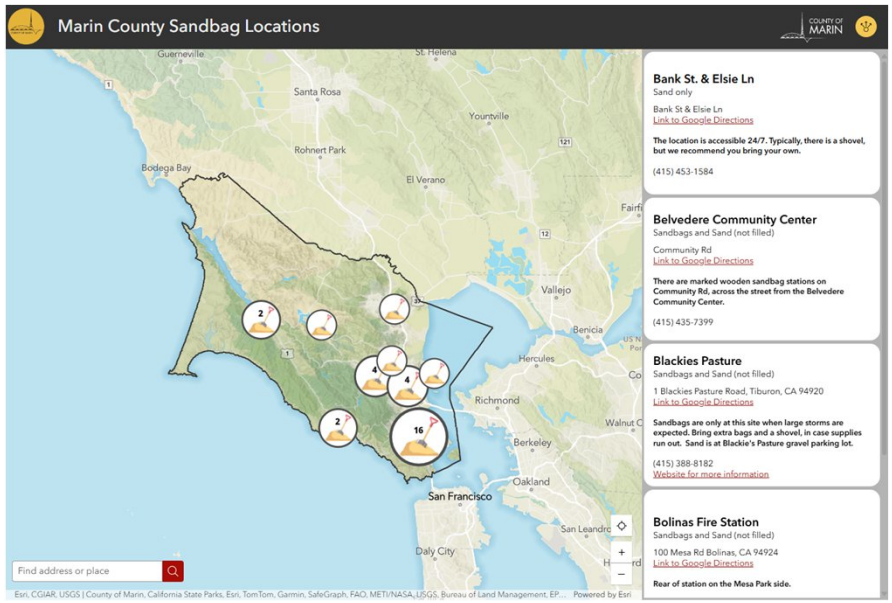
Compounding Factors: Holidays, travelers, and access to resources due to regional demand.

MARIN COUNTY FIRE DEPT.

OFFICE OF EMERGENCY MANAGEMENT

Unified Preparedness and Communications

Community Outcome: Ensure all communities have access to preparedness information



Emergency.MarinCounty.gov



- Regional coordination and information sharing
- Countywide sandbag website launched
- Promote and elevate new resources and tools via ReadyMarin
- New ReadyMarin landing page for El Niño
- Countywide Readiness Storm Checklist

OFFICE OF EMERGENCY MANAGEMENT



Highlight: El Niño Community Outreach Townhall Series

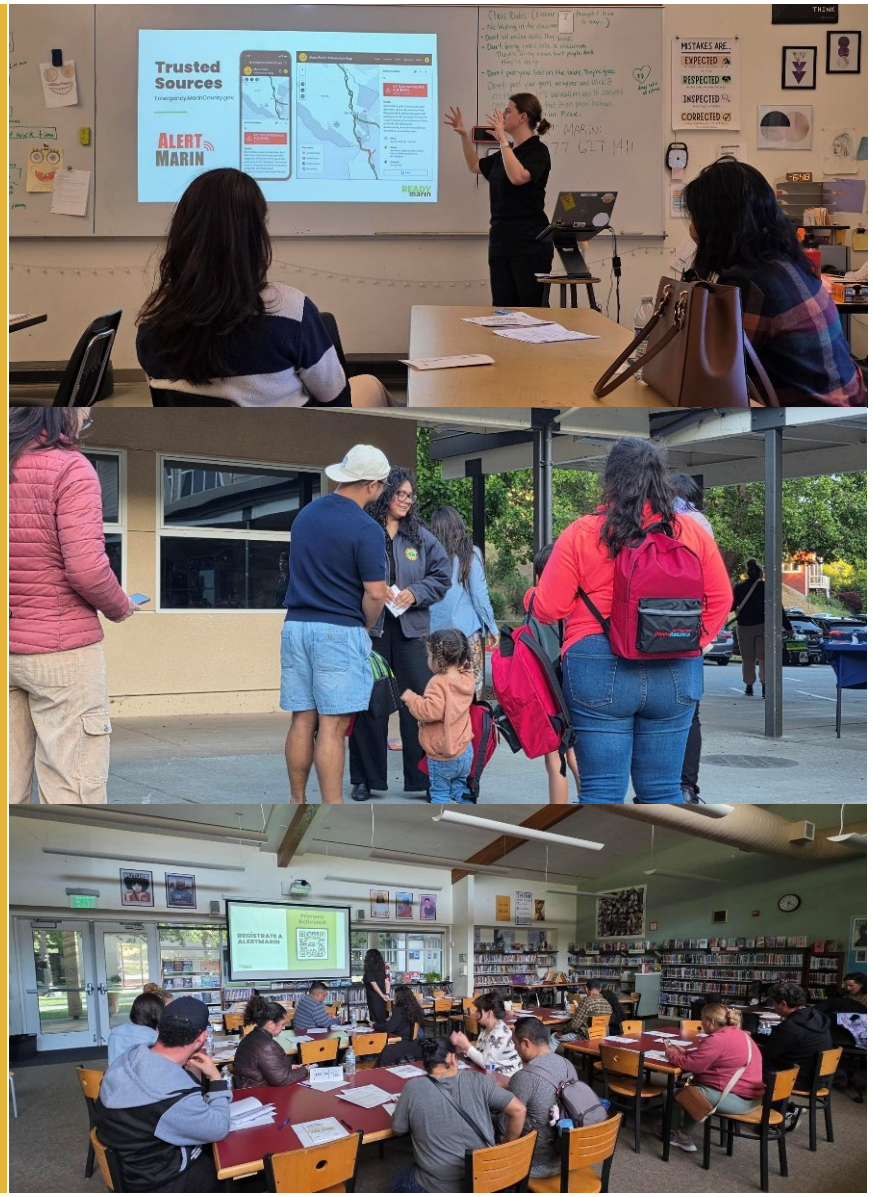
6 Planned

Countywide Townhall Meetings

- Marin-specific Townhall Meeting
- Townhall with key staff
- In-Person and Virtual Sessions
- What is the County Doing
- How each community can plan for El Niño
- Collaboration with City / Town / Special District partners

MARIN COUNTY FIRE DEPT.

OFFICE OF EMERGENCY MANAGEMENT

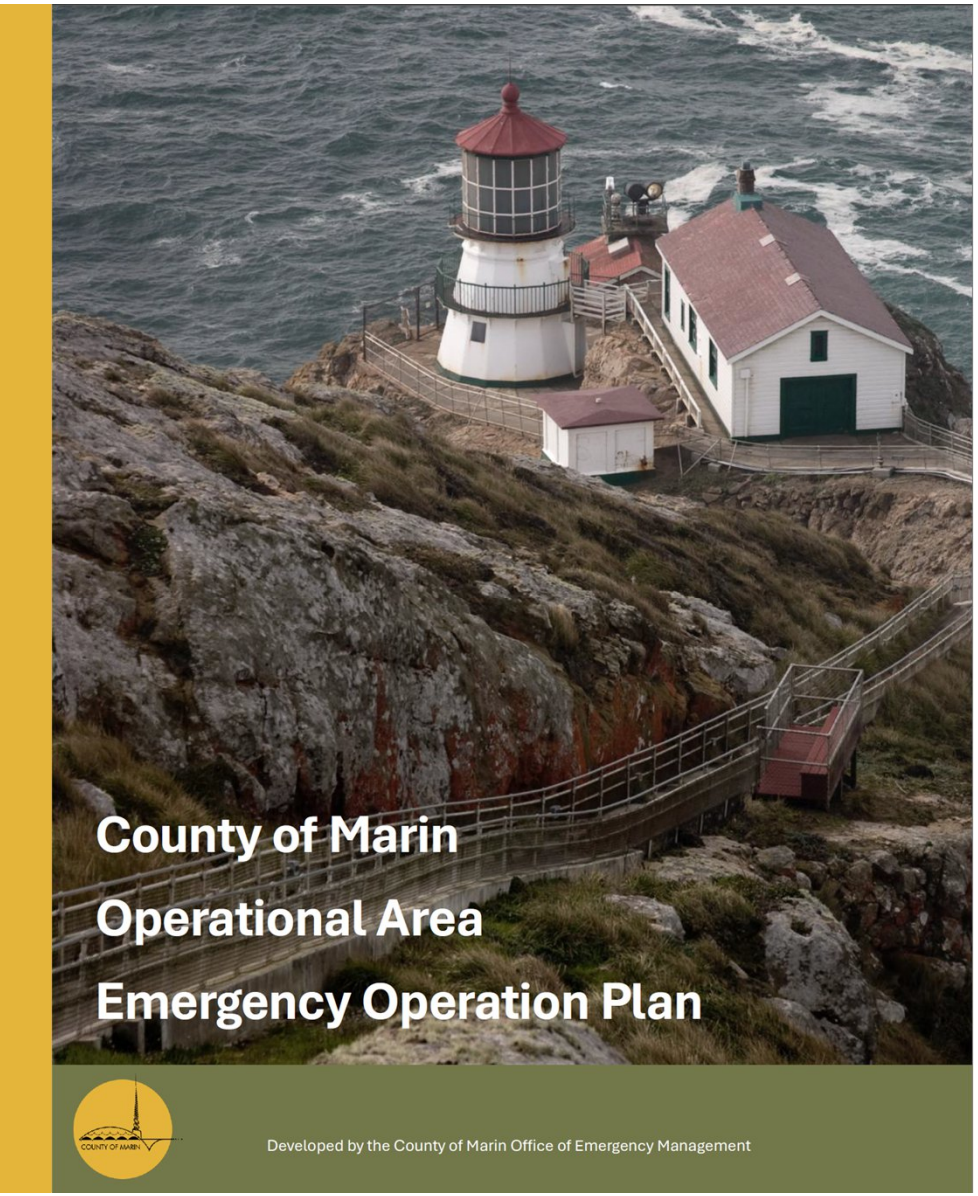


This September, OEM is Meeting the Community Where they Are!

- Countywide AlertMarin Test
  - Sep 26th at 10am
- Senior Fair
- CERT Courses
- 90-minute Trainings
- Canal Prep Day
- And many more events countywide!

MARIN COUNTY FIRE DEPT.

OFFICE OF EMERGENCY MANAGEMENT



County of Marin's Emergency Operations Plan

- New 2026 Emergency Plan
- Lessons learned from the last 12 years
- New adoption approved by County Board of Supervisors

and more Annexes coming to the plan!

OFFICE OF EMERGENCY MANAGEMENT

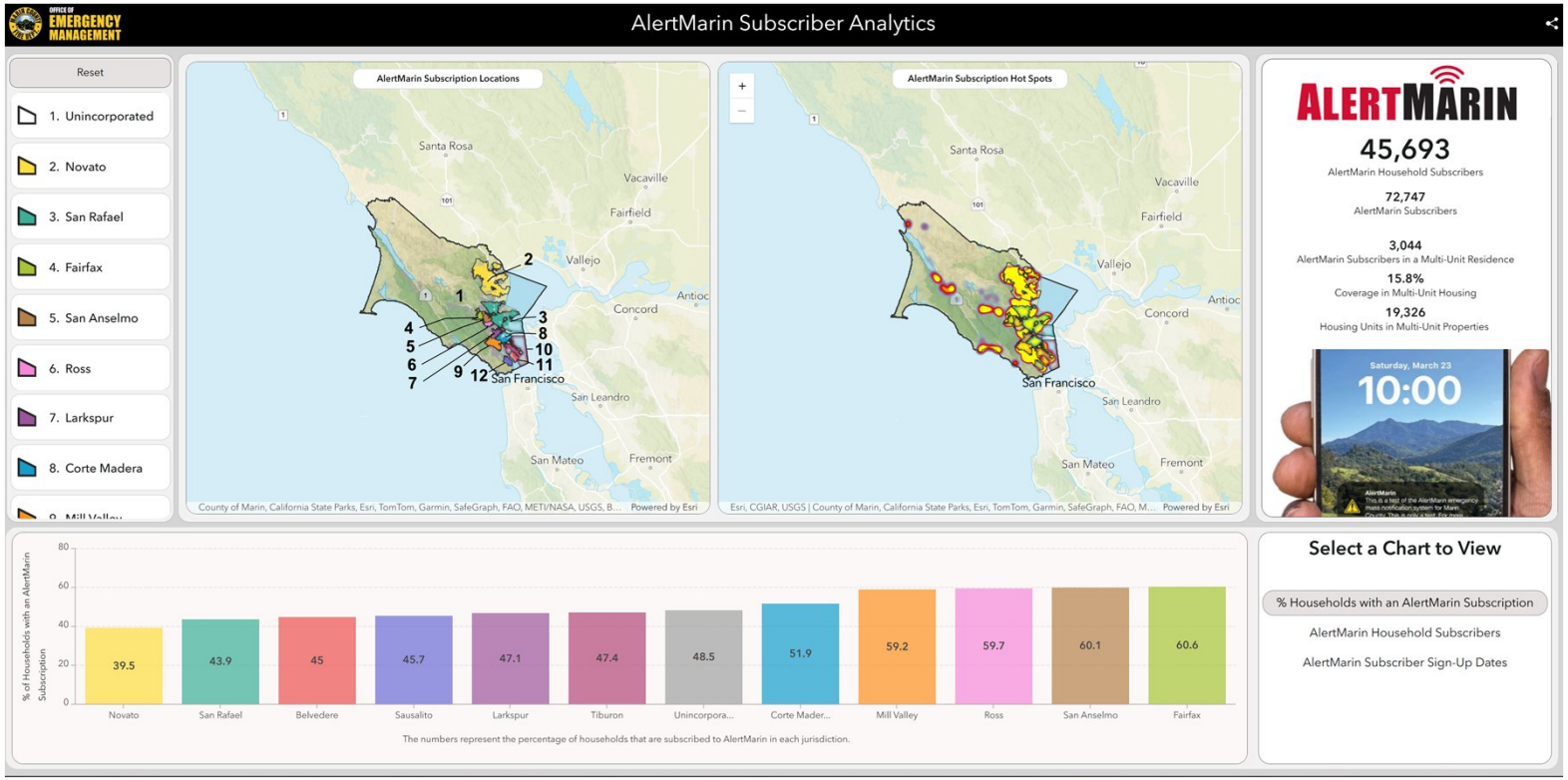


OEM's Drive for the *Best* Alert and Warning - AlertMarin

- Incorporating community feedback
- Intentional and easy to use design
- Equitable and "People First" System

OFFICE OF EMERGENCY MANAGEMENT

New AlertMarin Dashboard

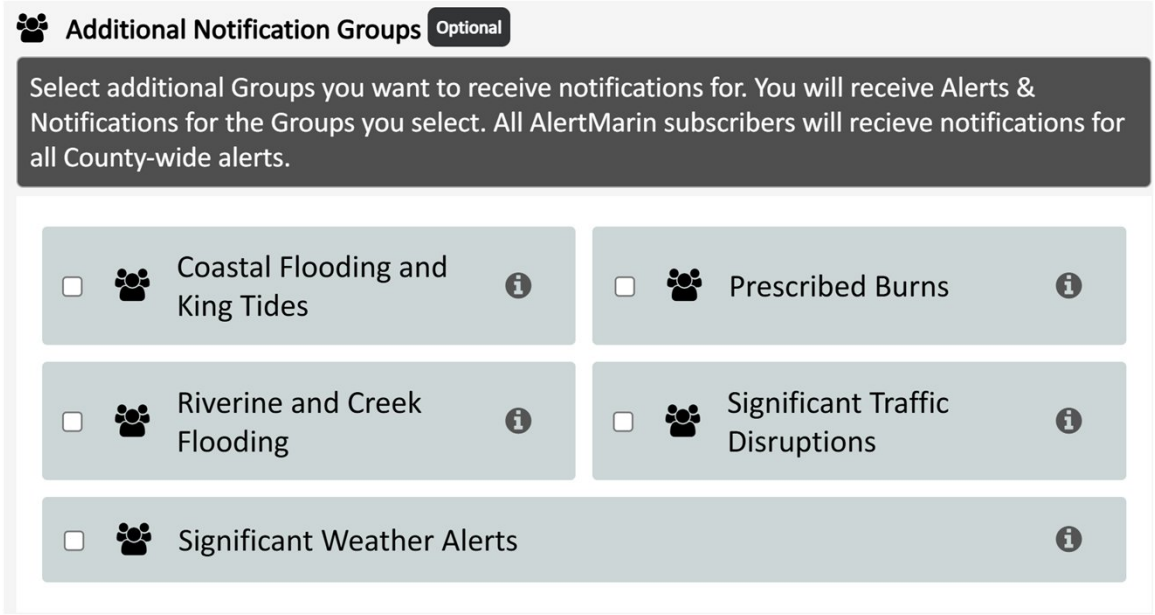


emergency.marincounty.gov/see-latest-alerts

Enhancing Public Alerting Adaptability

Impact: Providing additional avenues for targeted, proactive notifications

ALERT MARIN

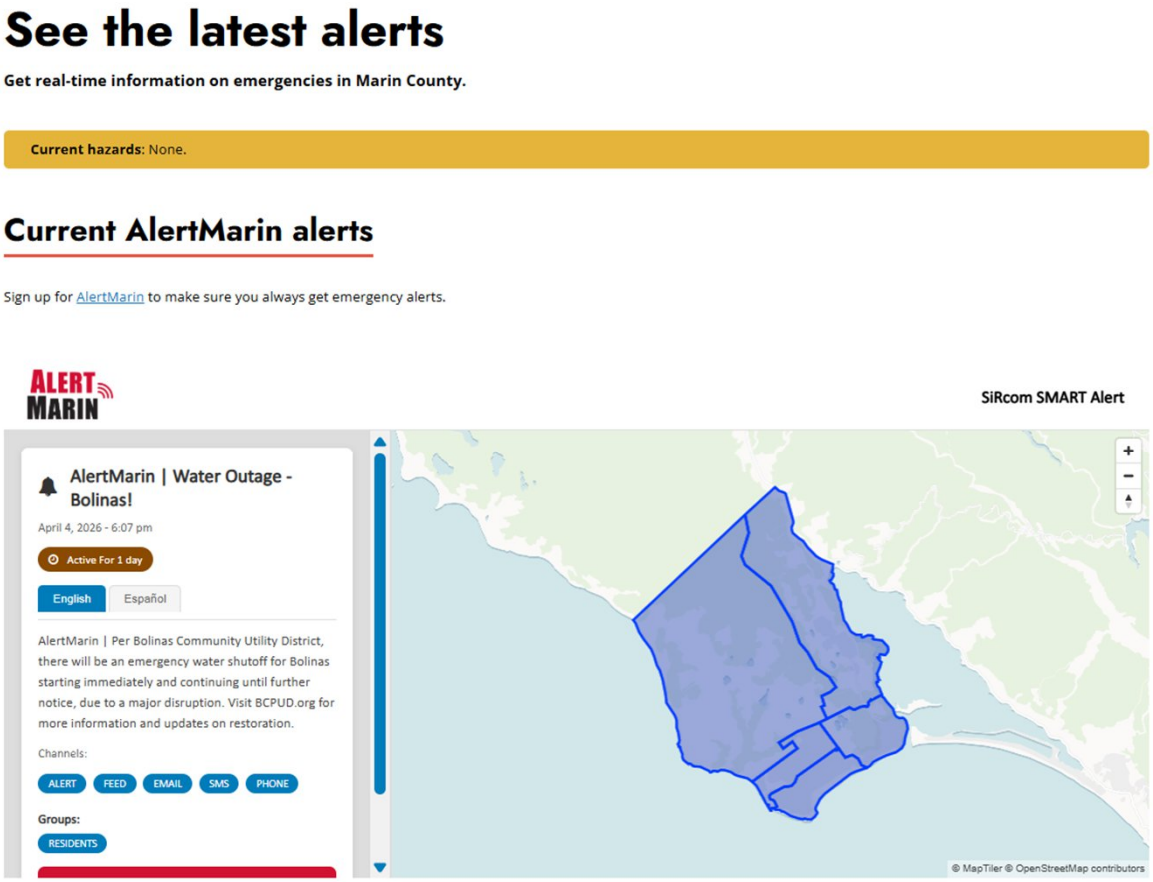


MARIN COUNTY FIRE DEPT.

OFFICE OF EMERGENCY MANAGEMENT

Enhancements to AlertMarin

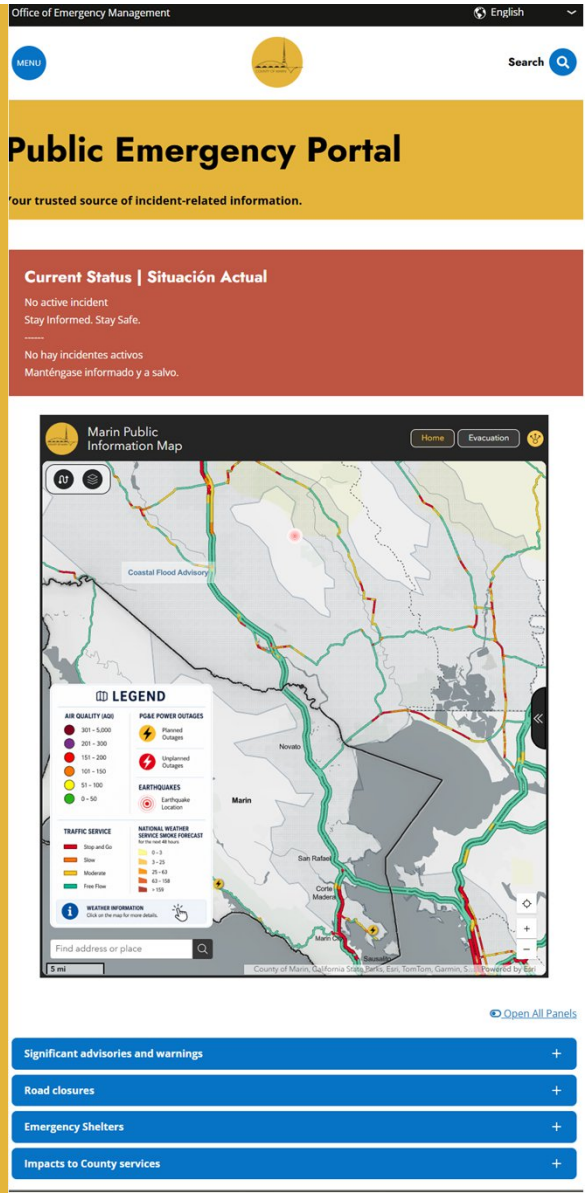
- Call-back functionality to listen to previous alerts
- Portal with alerts and the locations where alerts were sent
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MARIN COUNTY FIRE DEPT.

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2026 Disaster Preparedness Month Theme

“*Get Ready With Marin*”



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STAFF REPORT

TOWN OF SAN ANSELMO Item #:2.2

MEETING DATE: September 22, 2026

AGENDA TITLE: Fourth Amendment to the Amended and Restated Ross Valley Fire Department Joint Powers Agreement

FROM: Dan Mahoney, Fire Chief

RECOMMENDATION: Staff recommends that the San Anselmo Town Council consider approval of the proposed Fourth Amendment to the Amended and Restated Joint Powers Agreement with the Ross Valley Fire Department (RVFD) and authorize the Mayor to execute the amendment.

BACKGROUND

Joint Powers Agreement: Town of Fairfax, Town of San Anselmo and Sleepy Hollow Fire Protection District (The Members of the Ross Valley Fire Authority) entered into an Amended and Restated Joint Powers Agreement on July 1, 2010. This document updated the original 1982 Joint Powers Agreement forming the Ross Valley Fire Department.

First Amendment:
The Members entered into the First Amendment to the Amended and Restated Joint Powers Agreement, effective as of July 1, 2012 (the "First Amendment"), to (i) include the Town of Ross as a Member of the Authority; (ii) modify the composition of the Board; (iii) revise the Members' cost sharing and ownership rights; and (iv) address certain other issues agreed upon among the Members.

Second Amendment:
The Members entered into the Second Amendment to the Amended and Restated Joint Powers Agreement, effective as of February 13, 2014 (the "Second Amendment"), to: (i) establish a Management Committee and (ii) implement the provisions of Government Code § 54956.96, permitting the disclosure of certain closed session information in an authorized closed session of a Member.

Third Amendment:
The Members entered into the Third Amendment to the Amended and Restated Joint Powers Agreement effective January 1, 2022 to: (i) provide for the closure of the Ross Fire Station 18 and (ii) allocate Authority resources, savings and costs attributable to the Ross Fire Station closure.
Section 24.5 of the Third Amendment outlines how the Authority would credit savings to the Town of Ross beginning on the date of the Ross Fire Station closure (July 1, 2025) through the planned transition of three (3) Captain positions to three (3) Firefighter Paramedic positions, and three (3) Engineer positions to three (3) Firefighter Paramedic positions equaling a total of 6 positions.

Savings for each position vary slightly. This is due to differences in the salaries and benefit costs of the employees who left the positions compared with the employees who replaced them. As a result, although we applied the same methodology to each position, the actual savings reflect the specific compensation costs associated with each employee and their replacement. For example, these differences are driven by each employee's salary step, applicable education incentive pay, and CalPERS retirement tier (Classic or PEPRA). The savings calculation also included the “elimination of one fire engine from the Authority's vehicle replacement schedule”.

The Department began recognizing savings at the start of FY 2025-26, as retirements triggered the personnel transitions described above. These savings were adjusted three times during the fiscal year, in July, January, and May, to reflect five of the six completed personnel transitions, with the May adjustment bringing total savings to $367,328. These calculations are detailed in three FY 2025-26 budget revisions approved by the Board on July 9, 2025, January 14, 2026, and May 13, 2026. As of July 16, 2026, the Department completed the transition of the sixth and final position. Because this transition occurred after the start of the new fiscal year, the savings reflect the salary schedule effective July 1, 2026, bringing the full savings credited to the Town of Ross to $357,222.

The Third Amendment also addresses Section 9.4, Certain Service Levels. Effective July 1, 2025, the Department transitioned to a minimum staffing level of three firefighters on all three fire engines. This was accomplished through a combination of the closure of the Ross Fire Station 18, which allowed two of the Department's three fire engines to be staffed with three firefighters, and the Board's October 2024 approval to hire three additional firefighters to increase staffing on the remaining engine from two firefighters to three.

DISCUSSION

As mentioned prior, the Third Amendment identified items needing follow-up once all personnel transitions were complete. A Fourth Amendment to the Amended and Restated Joint Powers Agreement is being proposed to (i) reflect changes to Section 8.1 Members’ Percentage Shares, as outlined in the Third Amendment Section 24.5, due to the closure of the Ross Fire Station 18 and (ii) reflect the actualization of the

proposed changes to service levels, as outlined in the Third Amendment Section 9.4 Certain Service Levels.

Update Section 8.1

Per Third Amendment Section 24.5, the Department has now realized, as of July 16, 2026, the "full savings, by elimination of one engine from the Authorities vehicle replacement schedule and the planned transition of three (3) Captain positions to three (3) Firefighter/Paramedic positions, and three (3) Engineer positions to three (3) Firefighter/Paramedic positions". (See Attachment 3) The section also states that after the full savings have been realized "the Members' Percentage Shares (Section 8.1) shall be adjusted to reflect the savings attributed to Ross. The Member percentage shares will be adjusted based on the full savings realized, which is $357,222, and will begin on July 16, 2026.

The proposed edits for Section 8.1 are outlined below:

1. *Section 8.1 Members' Percentage Shares Established is hereby amended by restating the section to read as follows:*

   All costs shall be fairly and equitably allocated among all Members. The Members hereby acknowledge and agree that the Percentage Shares in this Section 8.1 represent such a fair and equitable allocation as of the ~~First~~ ***Fourth*** *Amendment Effective Date. As of the ~~First~~* ***Fourth*** *Amendment Effective Date, the cost sharing shall be as follows:*

San Anselmo	*~~Forty and Fifty-three One-hundredths Percent (40.53%)~~* *Forty-one and Ninety-nine One-hundredths Percent (41.99%)*
Fairfax	*~~Twenty-three and Three Tenths Percent (23.3%)~~* *Twenty-four and Fourteen One-hundredths Percent (24.14%)*
Ross	*~~Twenty-Three and Thirty-seven One-hundredths Percent (23.37%)~~* *Twenty and Sixty-one One-hundredths Percent (20.61%)*
Sleepy Hollow	*~~Twelve and Eight Tenths Percent (12.8%)~~* *Thirteen and Twenty-six One-hundredths Percent (13.26%)*

Update Section 9.4

The Third Amendment Section 9.4 states there will be "not less than three (3) full-time sworn trained firefighters at two of the three fire stations and not less than two (2) full-time sworn trained firefighters at the third fire station". On October 11, 2023 ,the Fire Board approved the creation of one additional firefighter position (Start date of July 1, 2024). This additional position allows the Department to staff all three fire stations with

not less than (3) full-time sworn trained firefighters starting July 1, 2025 (Ross Fire Station Closure Date).

The proposed edits for Section 9.4 are outlined below:

2. *Section 9.4,* ***Certain Service Levels,*** *shall be deleted in its entirety and replaced with the following revised Section 9.4****, Certain Service Levels****:*
"9.4, Certain Service Levels. The Authority's three fire stations will be routinely open, fully staffed and equipped for 24-hour continuous operation by not less than three (3) full-time sworn trained firefighters at ~~two of the~~ all three fire stations. ~~and not less than two (2) full-time sworn trained firefighters at the third fire station~~. Notwithstanding the foregoing, the Fire Chief shall have the sole discretion as to the most effective manner of handling and responding to calls for service. This includes positioning both equipment and staffing between and among the fire stations to meet conflicting demands. Consequently, the Members acknowledge that there may be times when equipment or personnel may not be available from all three fire stations."

The Fourth Amendment has an effective date of July 16, 2026, as this was the first day the final Firefighter/Paramedic hired as part of the staffing transition began employment with the Department. As of this date, all six positions identified in the agreement had been fully attrited and backfilled with Firefighter/Paramedics. Establishing July 16, 2026, as the effective date ensures that the savings calculation reflects the point at which the entire staffing transition was complete, and all six positions were incorporated into the savings.

FISCAL IMPACT

Now that the Department has realized the "full savings" contemplated under the Third Amendment, and the Town of Ross has been allocated $357,222 in annual savings, each Member agency's cost-share formula will change as follows, effective July 16, 2026: San Anselmo from 40.53% to 41.99%, Fairfax from 23.30% to 24.14%, Sleepy Hollow from 12.80% to 13.26%, and the Town of Ross from 23.37% to 20.61%.
The Third Amendment to the JPA, reflecting the Town of Ross's cost savings, took effect July 1, 2025, coinciding with the closure of Station 18, at which time the Department began transitioning Captain and Engineer positions to Firefighter Paramedic positions and removed one fire engine from the vehicle replacement schedule, with these anticipated savings built into the FY 2025–26 budget. Because the final personnel transition was not completed until an individual was onboarded on July 16, 2026, the Third Amendment savings carried over into FY 2026–27 as the point at which the full savings were finally realized.

To develop the funding formula for the Fourth Amendment, the Department built the FY 2026–27 budget using the existing cost-share percentages of San Anselmo 40.53%, Town of Ross 23.37%, Fairfax 23.30%, and Sleepy Hollow 12.80%, while the Wildfire Preparedness Coordinator position continued to be funded under its separate

established formula of San Anselmo 45.00%, Fairfax 32.50%, Town of Ross 11.25%, and Sleepy Hollow 11.25%. The Third Amendment savings from the personnel transitions and the reduced vehicle replacement schedule were then applied against the Base Contribution and Vehicle Replacement Fund lines, and because the Third Amendment is now final with the full savings realized, those savings were fully reflected in the budget rather than phased in; this produced a total current-authority cost of $13,005,578, allocated as $5,460,734 to San Anselmo, $3,140,134 to Fairfax, $1,724,161 to Sleepy Hollow, and $2,680,548 to the Town of Ross. Dividing each agency's share by that $13,005,578 total yields the new Fourth Amendment cost-share percentages of San Anselmo 41.99%, Fairfax 24.14%, Sleepy Hollow 13.26%, and Town of Ross 20.61%, which reflect the finalized, fully realized Third Amendment savings and will become the basis for allocating fire service costs among the Member agencies going forward. (See Attachment #4)

This amendment will also create a budget revision for each Member agency to reflect the final Firefighter Paramedic start date of July 16, 2026. This adjustment was necessary because the individual started with the Department after July 1, 2026, when the salary adjustment took effect under the Firefighters Association Memorandum of Understanding. As a result, the overall savings to the Town of Ross for FY 2026–27 will be reduced from $367,329 to $357,222, increasing the Town's contribution by $10,107. This will also impact the other Member agencies, reducing their FY 2026–27 contributions as follows: San Anselmo by $5,346, Fairfax by $3,073, and the Sleepy Hollow Fire Protection District by $1,688.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY
Adoption of the attached agreement 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: 2010 RVFD JPA Agreement with Amendments 1, 2, 3
Attachment 2: Proposed 4th Amendment to the RVFD JPA Agreement
Attachment 3: Savings Calculation Sheet
Attachment 4: Funding Formula Sheet – 4th Amendment of RVFD JPA Agreement

AMENDED AND RESTATED JOINT POWERS AGREEMENT

AMONG

THE TOWN OF FAIRFAX,

THE TOWN OF SAN ANSELMO

AND THE SLEEPY HOLLOW FIRE PROTECTION DISTRICT

FOR THE

ROSS VALLEY FIRE DEPARTMENT

July 1, 2010

AMENDED AND RESTATED JOINT POWERS AGREEMENT

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AMENDED AND RESTATED JOINT POWERS AGREEMENT

This Amended and Restated Joint Powers Agreement (the "Agreement"), is entered into and is effective as of July 1, 2010 (the "Effective Date") by and among the Town of Fairfax, a municipal corporation ("Fairfax"), the Town of San Anselmo, a municipal corporation ("San Anselmo") and the Sleepy Hollow Fire Protection District, an independent special district of the State of California ("Sleepy Hollow"), each a "Member," and collectively referred to as the "Members," to amend and restate the prior agreement that created the Ross Valley Fire Service (the "Authority").

RECITALS

A. Fairfax, San Anselmo and Sleepy Hollow have the authority under California law to provide fire protection, emergency medical and related services within their respective jurisdictions.

B. Each of the Members is a public agency authorized and empowered to contract with all the other Members for the joint exercise of powers under the Joint Exercise of Powers Act, Sections 6500, *et seq.*, of the California Government Code (the "Act").

C. Fairfax and San Anselmo previously formed the Authority pursuant to a Joint Powers Agreement executed February 21, 1982 and subsequently amended on May 18, 1983 (as amended, the "Initial Agreement"). Under the Initial Agreement, Sleepy Hollow was not a member of the Authority, but the Authority provided services to Sleepy Hollow pursuant to a long-standing contractual arrangement between San Anselmo and Sleepy Hollow. San Anselmo collected fees for the services from Sleepy Hollow, and San Anselmo paid the Authority an amount that represented payment of Authority fees for both Sleepy Hollow and San Anselmo. Also under the Initial Agreement, Sleepy Hollow appointed one non-voting representative to the Authority Board of Directors (the "Board").

D. The Members wish to enter into this Agreement to: (i) amend and restate the Initial Agreement; (ii) include Sleepy Hollow as a full and voting Member of the Authority; (iii) modify the composition of the Board; (iv) set forth the Members' ownership rights as to the assets and reserves of the Authority; and (v) address certain other issues agreed upon among the Members.

E. Throughout its history, the Board has operated on a governance model based upon reaching consensus. It is the intent of all three Members entering this Agreement that future decisions of the Board be made by consensus whenever possible, and the governance provisions in this Agreement have been designed to implement this long-standing tradition.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

JOINT POWERS AGREEMENT

1. Authority Composition.

1.1 Initial Agreement Superseded. The Authority, initially established as of July 1, 1982 by the Initial Agreement, is hereby expanded as of the Effective Date to include as Members the parties hereto. This Agreement amends, restates and supersedes the Initial Agreement in its entirety as of the Effective Date.

1.2 Service Entity Name. The entity operated by the Authority under the name "Ross Valley Fire Service" shall henceforth be referred to as the "Ross Valley Fire Department." From and after the Effective Date, the Authority shall use reasonable efforts to utilize and operate under the name "Ross Valley Fire Department" in official communications and transactions, and to discontinue use of the name "Ross Valley Fire Service."

1.3 New Members. The Board shall have the authority to admit new Members to the Authority, at a public meeting at which the admission has been considered, which meeting shall occur after not less than sixty (60) days' advance written notice to the existing Members. The Board may set the terms and conditions for admitting new Members (either individually or generally) that it deems appropriate.

2. Governance.

2.1 Board of Directors. The Authority shall be governed by a Board of Directors (the "Board") which shall formulate and set policy and exercise the powers set forth in this Agreement to accomplish its purpose. The Board shall consist of six (6) voting individuals (each a "Director"), two (2) of whom shall be appointed by and serve at the pleasure of the Fairfax Town Council, two (2) of whom shall be appointed by and serve at the pleasure of the San Anselmo Town Council, and two (2) of whom shall be appointed by and serve at the pleasure of the Board of Directors of the Sleepy Hollow Fire Protection District; provided, however, that each Director shall be an elected or appointed Town Council or governing body member of the Member by whom he or she is appointed.

2.2 Alternates. Each Member shall also appoint an alternate to serve in a Director's place at any meeting of the Board. Any such alternate shall be an elected or appointed Town Council or governing body member of that Member.

2.3 Meetings of the Board.

a. **Conducting Meetings.** The Board shall hold regular meetings at least quarterly and may adopt such procedures and resolutions for conducting such meetings and other business as the Board deems appropriate. All meetings of the Board including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 *et seq.* of the California Government Code.

b. **Quorum.** The presence of a majority of the Directors including at least one (1) Director representing each Member shall constitute a quorum for the transaction of Authority business. Less than a quorum may adjourn or continue meetings from time to time.

c. **Board Officers.** The Board shall have a President to preside at and conduct all meetings and a Vice President who shall succeed the President and preside in absence of the President. The offices of President and Vice President shall be filled annually in a manner to be determined by resolution.

d. **Voting; Decision-Making.** Each Director or his or her alternate shall be entitled to one (1) vote. Any decision of the Board shall require a minimum of four (4) votes to be effective, subject to the following:

(i) **Matters Requiring a Unanimous Vote.** Any change in a Member's cost-sharing percentage (as set forth in Section 8, below), or any revision of the adopted budget that results in an increase in the annual Member's contribution, or any decision with respect to fire station service levels (as set forth in Section 9, below), or the making of any single expenditure of Authority funds in excess of three percent (3%) of the adopted operating budget of the Authority shall require the unanimous vote of the full Board.

(ii) **Multi-Member Majority.** In the spirit of Recital E, above, all other actions of the Board shall require a majority vote of the Board, which majority must include at least one (1) vote by a Director from each Member, *except* in compliance with the following:

(A) If a motion fails because the majority does not include at least one (1) vote by a Director from each Member, then any Director may reintroduce that motion at the next Board meeting.

(B) If at the second (2nd) consecutive Board meeting where the motion is introduced the majority again does not include at least one (1) vote by a Director from each Member, then the motion may be reintroduced by any Director at the next meeting.

(C) At the third (3rd) consecutive Board meeting where the motion is introduced, the motion may be passed on a simple majority vote *without* requiring that the majority include at least one (1) vote by a Director from each Member *unless* the minority votes opposing the motion are cast by Directors from not less than two (2) *different* Members. The intent of this Subsection 2.3(d)(ii)(C) is to preclude any single Member from blocking passage of such a motion unless at least one (1) Director representing another Member joins in voting to oppose the motion.

3. Powers and Duties of Authority.

3.1 Powers. The powers of the Authority to be exercised by or under direction of the Board shall include:

a. Setting policies.

b. Adopting an annual budget.

c. Employing personnel, consultants, advisors and independent contractors, setting parameters for labor negotiations, and ratifying labor agreements.

d. Entering into contracts, leases and other agreements, which may include a contract for administrative and fiscal services and a contract with a Certified Public Accountant for annual audit services, and may include mutual aid or automatic response agreements or contracts for service to other jurisdictions.

e. Applying for, receiving and disbursing grants, loans or other aids from any private or public agency.

f. Setting fees for service where permitted by law.

g. Receiving, disbursing and investing funds.

h. Purchasing and holding title to property, subject to the limitations of Section 10 hereunder.

i. Issuing revenue bonds pursuant to California Government Code Section 6540, *et seq.*

j. Obtaining in its own name all necessary permits, licenses, opinions and rulings.

k. Expending funds of the Authority only for the purpose of carrying out the provisions of this Agreement as they now exist or may hereafter be amended. Such powers shall be exercised in the manner provided in the Act subject only to such restrictions as set forth in this Agreement or other applicable law.

l. Suing and being sued in its own name.

m. Carrying out and enforcing all of the provisions of this Agreement.

n. Other powers and duties incidental to those enumerated herein.

3.2 Duties of the Authority. The services provided by the Authority to the public within the Members' respective jurisdictions, and to those persons, agencies and/or entities who may contract with the Authority for such services, shall include:

a. Coordination of public safety response of fire and emergency medical services in connection with fire safety, life safety and the release of hazardous materials and regulated substances.

b. Fire prevention services, including fire safety inspections, fire code permit issuance and fire and building code plan reviews for new construction, tenant improvements and fire protection systems.

c. Enforcement of the respective fire codes adopted by Members.

d. Fire station maintenance subject to Section 9, below, and repairs of tools, equipment and vehicles owned and/or utilized by the Authority.

e. Hydrant services including testing, maintenance and repair of public fire hydrants; supervision of testing and maintenance of private fire hydrants; and annual testing and maintenance of Sleepy Hollow's portable fire pumps.

f. Coordination of personnel, equipment, resources, communications and mutual/automatic aid with surrounding jurisdictions.

g. Management and supervision of staff needed to carry out the services provided, including a comprehensive personnel training program,

h. Conducting and/or coordinating appropriate emergency preparedness and public education programs.

i. Such other services as may be added in the future by resolution of the Board.

4. Limitations on Powers.

4.1 Reserved Powers. Legislative, administrative and quasi-judicial powers not delegated to the Authority by this Agreement are reserved to the respective Town Councils or governing body, as the case may be, of the Members.

4.2 Members' Restrictions. Exercise of the common powers enumerated in Section 3.1 above shall be subject to such restrictions as exist for each Member independently.

4.3 Liability and Co-Obligations of Authority. The debts, assets, liabilities and obligations of the Authority shall be solely the debts, assets, liabilities and obligations of the Authority and not of its members.

4.4 Bond Obligations. If any bonds are issued by the Authority and remain outstanding, the Members benefiting from the bonds may not withdraw from the Authority until the bonds have been paid or adequate provision has been made for such payment.

4.5 Reorganization. No Member shall, without the written consent of each of the other Members, which consent may be granted or denied in such Member's sole discretion, seek or support via petition or otherwise any jurisdictional reorganization under the Cortese-Knox-Hertzberg Local Government Reorganization Act, Sections 56000, *et seq.*, of the California Government Code, as amended, or otherwise, that could result in the annexation, detachment, merger, consolidation, division, or dissolution of any of the Members of the Authority.

5. Personnel.

5.1 Executive Officer. The office of an Executive Officer shall rotate between the Town Managers of Fairfax and San Anselmo for two (2) year terms, or such other term as may be determined by the Board.

5.2 Fire Chief. The Fire Chief shall be appointed by and serve at the pleasure of the Board, shall report to the Board through the Executive Officer, and shall be compensated as determined by the Board.

5.3 Other Employees. All other employees shall be appointed by the Chief in accordance with such rules and regulations as adopted by the Board.

6. Fiscal Year; Annual Budget.

6.1 Fiscal Year. The Authority's fiscal year shall be the twelve (12) month period commencing each July 1 and ending on the following June 30.

6.2 Annual Budget. The Authority shall operate only under an approved and adopted fiscal year budget that includes appropriations for salaries and benefits, services and supplies, capital expenditures and reserves. The Authority may not operate at a deficit.

6.3 Budget Process. Not later than June 1st of each year, the Executive Officer and the Fire Chief shall recommend to the Board a budget for the ensuing fiscal year. Not later than June 15th of each year, the Board shall adopt a budget for the ensuing fiscal year. The annual budget may not be modified or amended after approval except pursuant to the terms of Section 2.(d) above.

6.4 Control and Accounting. The Executive Officer and the Fire Chief shall control and account for all expenditures under the adopted budget.

6.5 Certain Fire Station Costs Excluded. In accordance with Section 9, below, the budget shall not include costs of replacement or reconstruction of any Fire Station owned by one of the Members, which costs shall remain the separate responsibility of the owning Member.

7. Annual Contributions.

7.1 Obligations; Notifications. Annually the Members shall pay to the Authority in care of its fiscal agent their respective Percentage Shares of the Authority's adopted budget and of approved increases therein, if any, in accordance with the formula set forth in Section 8 below. Not later than June 15 of each year, the Board shall notify each Member of its Percentage Share for the following year.

7.2 Monthly Payments. Each Member shall pay an amount equal to one-twelfth (1/12th) of its annual Percentage Share on the first day of each month, beginning on the Effective Date. The Board may set a different payment schedule to provide for adequate cash flow for operations and maintenance expenses and/or capital expenditures, as needed.

8. Cost Sharing.

8.1 Members' Percentage Shares Established. All costs shall be fairly and equitably allocated among all Members. The Members hereby acknowledge and agree that the Percentage Shares in this Section 8.1 represent such a fair and equitable allocation as of the Effective Date. As of the Effective Date, the cost sharing shall be as follows:

San Anselmo	Fifty-two and Nine Tenths Percent (52.9%)
Fairfax	Thirty and Four Tenths Percent (30.4%)
Sleepy Hollow	Sixteen and Seven Tenths Percent (16.7%).

8.2 Adjustments of Percentage Shares. For fiscal year 2013-2014 and not more frequently than every three (3) years thereafter, the Percentage Shares set forth in Section 8.1, above, shall be reviewed by the Board and adjusted pursuant to the requirements of Section 2.3(d)(i) above, if warranted by changes in the Members' relative population sizes, number of structures, assessed values, service calls, or other relevant factors.

8.3 New Member Adjustment of Percentage Shares. The Percentage Shares set forth in Section 8.1, above, may also be revised at any time by the Board by unanimous vote to accommodate the addition, if any, of new members or consolidations between Members,

8.4 Termination Adjustment of Percentage Shares. In the event that a Member gives notice to withdraw from the Authority in accordance with Section 13c, below, the remaining Members shall promptly enter into negotiations to determine the Percentage Shares for the remaining Members following that Member's withdrawal.

9. Fire Stations.

9.1 Ownership. The existing fire stations shall remain in the ownership of the respective Towns, but the Authority shall have the custody, use and control of them during the term of this Agreement; provided, however, that said custody, use and control shall be subject to review and input by any Member according to the specific needs of a Member for public purposes. The Authority and Members shall, in good faith, consider the needs of the public with respect to any request for use and control of the existing fire stations.

9.2 Fire Station Maintenance.

a. **Maintenance by Towns.** Subject to Section 9.2 c. below, the respective Town owning each fire station shall be responsible for the maintenance, repair, replacement and improvements to the building structure, mechanical systems, electrical, plumbing and exterior infrastructure (i.e., roof coverings, driveway, etc.). The Towns are not responsible for (i) the maintenance or repair of any systems that have been installed by the Authority and are unique to fire service operations (e.g., hose dryer, radio systems, computer network, etc.), and (ii) the cost of performing any of such maintenance or repairs caused by the negligence of the Authority or its employees, agents, servants, licensees, contractors or invitees.

b. **Maintenance by Authority.** The Authority shall be responsible for routine maintenance of the fire station, interior decorating, landscaping and fire alarm system. The Authority is also responsible for the maintenance, repair, replacement, and improvements of the telecommunication systems and all systems that have been installed by the Authority and are unique to fire service operations (e.g., hose dryer, radio systems, computer network, etc.).

c. **Sleepy Hollow Contribution for Station 20**. Sleepy Hollow shall contribute up to $10,000 per fiscal year to San Anselmo to match funds contributed by San Anselmo, which funds together shall be utilized exclusively for the maintenance, repair and replacement of the building structure, mechanical systems, electrical, plumbing and exterior infrastructure (i.e., roof coverings, driveway, etc.) of Fire Station 20 at 150 Butterfield Road, San Anselmo ("Station 20"). In the event that the full $10,000 is not required for the maintenance, repair and replacement of Station 20 in a particular fiscal year, Sleepy Hollow shall be required

to submit only the amount necessary for budgeted maintenance. At each fiscal year-end, any unspent matching contributions by Sleepy Hollow may be carried forward to the next fiscal year to be utilized exclusively for the maintenance, repair and replacement of Station 20 or they may be returned to Sleepy Hollow. San Anselmo shall retain full discretion over when and how the funds will be expended with respect to Station 20 in accordance with Section 9 a. above.

9.3 Casualty Damage. If any fire or other casualty (whether insured or uninsured) renders all or any portion of a fire station unsuitable for safe and healthy occupancy, then the Town owning the fire station shall, with reasonable promptness after the occurrence of such damage, estimate the time that will be required to substantially complete the repair and restoration and shall notify the Authority in writing of such estimate promptly upon its completion. The owning Town shall then proceed with reasonable promptness and diligence to complete the repair and restoration of the fire station to its condition as existed prior to such casualty, subject to zoning laws and building codes then in effect. The Authority acknowledges that the owning Town shall be entitled to the full proceeds of any insurance coverage for damage to the fire stations, whether carried by the Town or the Authority, except for those proceeds of the Authority's insurance (including endorsements, if any) of its own losses such as personal property coverage. In no event shall the Authority be entitled to any compensation or damages from the owning Town for loss of use of the whole or any portion of a fire station or for any inconvenience or annoyance occasioned by any such damage, destruction, rebuilding, or restoration of a fire station or access thereto, except to the extent business interruption or similar insurance coverage is provided.

9.4 Certain Service Levels. The Authority's three fire stations will be routinely open, fully staffed and equipped for 24 hour continuous operation by not less than two (2) full-time sworn trained firefighters. Notwithstanding the foregoing, the Fire Chief shall have the sole discretion as to the most effective manner of handling and responding to calls for service. This includes positioning both equipment and staffing among the fire stations to meet conflicting demands. Consequently, the Members acknowledge that there may be times when equipment or personnel may not be available from all three fire stations.

10. Other Capital Assets.

10.1 Existing Capital Assets. The capital assets including, but not limited to, any existing judgments or other outstanding obligations as of the date of this Agreement, listed in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Existing Capital Assets") shall remain the property of Fairfax and San Anselmo with the ownership thereof apportioned thirty and four tenths percent (30.4%) to Fairfax and sixty-nine and six tenths percent (69.6%) to San Anselmo. In the event of a termination of this Agreement or the withdrawal of Fairfax or San Anselmo from this Agreement, the Existing Capital Assets shall revert to Fairfax and San Anselmo in the ownership proportions so stated. Provided, however, that if there is a good faith dispute regarding appropriate proportions and/or divisions, the Members shall participate in non-binding mediation. The mediator shall be mutually agreed upon by the Authority and the Members. If agreement upon a mediator cannot be reached, each Member shall nominate a mediator and the Members shall appoint a single mediator to conduct the above-referenced non-binding mediation. Notwithstanding the foregoing, the Authority shall be responsible for operation, maintenance and repairs as to Existing Capital Assets.

10.2 Authority Capital Assets. All replacements of Existing Capital Assets and all capital assets acquired by the Authority from and after the Effective Date (collectively, the "Authority Capital Assets") shall be purchased by the Authority, and the Members shall have ownership proportions in accordance with the Percentage Shares set forth in Section 8.1, above. The Authority shall maintain the Existing Capital Assets and the Authority Capital Assets and monitor their conditions so as to replace or reconstruct them in accordance with the Authority's minimum requirements based on latest technology. The Authority may undertake revenue bond financing pursuant to California Government Code Sections 6540, *et seq.*, to acquire Authority Capital Assets.

11. Indemnification; Insurance.

11.1 Indemnification of Members. The Authority shall defend, indemnify and hold harmless the Members, each Director, and each Member's respective Council or governing board members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

11.2 Authority Requirements. Authority shall maintain membership in one or more insurance pooling joint powers agencies established pursuant to the Act for purposes of workers compensation, public liability and property insurance (as to Authority Capital Assets and the Existing Capital Assets), and shall establish and maintain such self-insurance retention or other reserves as are required by said agencies.

11.3 Fire Station Coverage. As to the fire stations, each owning Town shall at all times throughout the term of this Agreement maintain adequate property/casualty insurance, updated annually.

12. Service to Other Jurisdictions.

Service to other jurisdictions or entities may be provided (a) by contract; (b) by amendment of this Agreement to add an additional Member or Members in accordance with Section 1.3 above; and/or (c) in accordance with the Marin County Mutual Aid Plan and the State of California Mutual Aid Plan.

13. Term; Termination; Withdrawal.

13.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for an indefinite term until terminated as set forth below.

13.2 Termination. This Agreement may be terminated only by (a) a unanimous vote of the Board and a written agreement of all of the Members made on or before June 30th of any year, effective no sooner than the June 30th two (2) years thereafter, or (b) a jurisdictional reorganization under California law affecting any of the Members; provided, however that in all cases the Authority shall make proper provisions for the winding up of the Authority's affairs.

13.3 Effect of Termination. If upon termination the responsibility for fire protection reverts to the individual Members, the remaining moneys and assets of the Authority including,

but not limited to, the Existing Capital Assets, the Authority Capital Assets, the Ending Fund Balance, and any reserves of the Authority to be established, shall be apportioned and distributed to the Members in proportion to the applicable cost-sharing percentages; provided, however, that (i) said distribution may be deferred by the Board in whole or in part for a reasonable period as a reserve to meet liabilities known and unknown, and (ii) the Authority shall continue to exist for the purpose of disposing of all claims and performing all other functions necessary to wind up the Authority's affairs. Thereafter, the Authority shall be dissolved.

13.4 Withdrawal. Any Member may terminate its participation in this Agreement and withdraw from the Authority upon written notice to the other Members first given on or before June 30th of any year, effective no sooner than June 30th two (2) years thereafter.

a. **Payments Upon Withdrawal**. If a Member terminates its participation in this Agreement and withdraws from the Authority, it shall pay its Percentage Share of the Authority's costs for which it is responsible to pay up to the effective date of its termination and withdrawal. In addition, a withdrawing Member shall also pay its Percentage Share of (i) the Authority's remaining unpaid costs and debts as budgeted for the two (2) relevant fiscal years related to any and all tangible and intangible Authority property including, but not limited to, costs of equipment, leases, facilities, improvements, etc., (ii) any bonded indebtedness of the Authority incurred prior to the date of withdrawal, (iii) any unpaid contributions assessed against the Authority by the California Public Employees' Retirement System ("CalPERS") relating to the period during which the terminating Member was a Member, (iv) any unpaid contributions in connection with post-employment benefits other than pensions ("OPEB") as part of compensation for services rendered by Authority employees, and (v) the actual costs associated with its withdrawal including, but not limited to, Authority staff time required to change existing services and systems. All payments due under this Section 13.4(a) shall be paid not later than ninety (90) days following the date of termination and withdrawal.

b. **Effect of Withdrawal**. Termination of and withdrawal from this Agreement by any Member shall not be construed as a completion of the purpose of this Agreement,. Remaining monies of the Authority shall be distributed to the respective Members in proportion to their Percentage Shares, provided said distribution may be deferred by the parties in whole or in part for up to five (5) years as a reserve to meet liabilities known and unknown. If a member withdraws from the Authority, then, to the extent that doing so does not substantially adversely impact the Authority's ability to continue to provide fire protection services to the remaining Members, the withdrawing Member shall be entitled to its Percentage Share of the capital assets of the Authority accrued by the withdrawing Member as of the date of its withdrawal to permit the withdrawing Member to reestablish its ability to provide fire protection to its jurisdiction; provided, however, that if there is a good faith dispute regarding whether the Member has accrued an interest in such assets, such Member may bring an appropriate action in any court of law or equity to determine such ownership. Prior to any Member bringing any such action, the Members shall participate in non-binding mediation. The mediator shall be mutually agreed upon by the Members. If agreement upon a mediator cannot be reached, each Member shall nominate a mediator and the mediators shall collectively nominate another mediator to conduct the above-referenced non-binding mediation. Except as expressly provided otherwise in this Agreement, the Board shall have the reasonable discretion and authority to determine how to address any claims of ownership and/or possession of any

Authority property by a withdrawing Member, provided, however, that if there is a good faith dispute regarding whether such property is owned by the Authority or by the withdrawing Member, such Member may bring an appropriate action in a court of law or equity to determine such ownership.

14. Entire Agreement.

This Agreement, together with its Exhibits (which are incorporated herein by reference) constitutes the entire agreement among the Members as to the subject matter hereof, and may be altered or amended only by an instrument in writing duly executed by the Members.

15. Successors.

This Agreement shall be binding upon and shall inure to the benefit of successors to the Members hereto.

16. Modification or Suspension.

This Agreement may be amended only by a written agreement executed by all Members. In the event State or Federal laws or regulations enacted after the Effective Date, prevent or preclude compliance with one or more provisions herein, such provision shall be modified or suspended only to the extent necessary to comply with such laws or regulations.

17. Severability.

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining terms or provisions of this Agreement are intended to be independently valid and enforceable to the full extent permitted by law.

18. Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

19. Headings.

The section headings and titles contained in this Agreement are for the convenience of reference only and are not intended to define, limit or describe the scope of any provision of this Agreement.

20. Consent.

Whenever any consent or approval is required by this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed, except as otherwise specifically set forth herein.

21. Enforcement by Authority.

The Authority is hereby authorized to take or seek any or all legal or equitable actions or remedies permitted by law to enforce this Agreement. Venue shall be in the Superior Court of the County of Marin, California.

22. Execution in Counterparts.

This Agreement may be executed on behalf of the respective Members in one or more counterparts, all of which collectively shall constitute one document and agreement.

23. Transition Provisions.

23.1 Ending Fund Balance. The total fund balance of the Authority existing as of June 30, 2010, plus a one-time payment of $93,500 from Sleepy Hollow made on or before the Effective Date (the "Sleepy Hollow Fund Balance Contribution"), shall become the beginning fund balance of the expanded Authority as of the Effective Date, and Members shall have ownership proportions therein in all fund balances of the Authority in accordance with their Percentage Shares set forth in Section 8.1.

23.2 Sleepy Hollow Obligations and Limitations for Pre-Existing Financial Liabilities.

a. **Limitations**. Except as provided in Section 23.2 b. and c. below, Sleepy Hollow shall not assume, and shall not be deemed to have assumed, or be in any way liable for or subject to or have any obligation for or with respect to, any liabilities or obligations of the Authority of any kind, nature, or description whatsoever, whether absolute, accrued, contingent, known, unknown, or otherwise, that were incurred by the Authority prior to the Effective Date.

b. **Payment of Ongoing Costs of Pre-Existing Financial Liabilities.** Sleepy Hollow acknowledges that the Authority has preexisting obligations for periods before the Effective Date under the defined benefit plans of the Ross Valley Fire Service and its predecessor fire departments relating to post-employment retirement, disability, and/or death benefits payable to any participant, whether vested or unvested (collectively, "Pre-2010 Retirement Benefit Obligations") and may have other pre-existing financial liabilities that arose without fault of the Authority in the regular course of business and that will have to be paid in the regular course of business ("Other Pre-Existing Financial Liabilities"). The parties agree that unpaid taxes, breach of contract claims or environmental claims shall not be deemed Other Pre-Existing Financial Liabilities. Sleepy Hollow acknowledges that its share of the Pre-2010 Retirement Benefit Obligations and Other Pre-Existing Financial Liabilities (together, the "Sleepy Hollow Pre-2010 Share") shall be set in accordance with Sleepy Hollow's Percentage Share as set forth pursuant to Article 8 as part of the ongoing costs of the Authority.

c. **Indemnification.** Notwithstanding Sleepy Hollow's obligation under Section 23.3b to pay the Sleepy Hollow Pre-2010 Share, Sleepy Hollow shall have no liability to any third party for the Pre-2010 Retirement Benefit Obligations or the Other Pre-Existing Financial Liabilities that exceed the Sleepy Hollow Pre-2010 Share. Fairfax and San Anselmo jointly and severally agree to defend, indemnify and hold harmless Sleepy Hollow from and

against any and all losses, claims, damages, liabilities, obligations, deficiencies, fines, penalties, expenses (including, without limitation, reasonable attorneys' fees), judgments, settlements, or costs in enforcing such right of indemnification arising out of, based upon, or in connection with the Pre-2010 Retirement Benefit Obligations or the Other Pre-Existing Financial Liabilities to the extent that those obligations or liabilities exceed the then-applicable Sleepy Hollow Pre-2010 Share.

d. **Reduced Sleepy Hollow Payments Under Certain Circumstances.** Notwithstanding Subsection 13.4 b., if any Member withdraws from the Authority or this Agreement is terminated (each, a "Reduction Event"), then the Sleepy Hollow Pre-2010 Share shall be reduced in accordance with the following formula:

(i) If the Reduction Event is effective prior to June 30, 2011, then the Sleepy Hollow Pre-2010 Share shall be Zero Percent (0%);

(ii) If the Reduction Event is effective on or after June 30, 2011 and prior to June 30, 2012, then the Sleepy Hollow Pre-2010 Share shall be One and Eighty-Six One Hundredths Percent (1.86%);

(iii) If the Reduction Event is effective on or after June 30, 2012 and prior to June 30, 2013, then the Sleepy Hollow Pre-2010 Share shall be Three and Seventy-Two One Hundredths Percent (3.72%);

(iv) If the Reduction Event is effective on or after June 30, 2013 and prior to June 30, 2014, then the Sleepy Hollow Pre-2010 Share shall be Five and Fifty-Eight One Hundredths Percent (5.58%);

(v) If the Reduction Event is effective on or after June 30, 2014 and prior to June 30, 2015, then the Sleepy Hollow Pre-2010 Share shall be Seven and Forty-Four One Hundredths Percent (7.44%);

(vi) If the Reduction Event is effective on or after June 30, 2015 and prior to June 30, 2016, then the Sleepy Hollow Pre-2010 Share shall be Nine and Three Tenths Percent (9.3%);

(vii) If the Reduction Event is effective on or after June 30, 2016 and prior to June 30, 2017, then the Sleepy Hollow Pre-2010 Share shall be Eleven and Sixteen One Hundredths Percent (11.16%);

(viii) If the Reduction Event is effective on or after June 30, 2017 and prior to June 30, 2018, then the Sleepy Hollow Pre-2010 Share shall be Thirteen and Two One Hundredths Percent (13.02%);

(ix) If the Reduction Event is effective on or after June 30, 2018 and prior to June 30, 2019, then the Sleepy Hollow Pre-2010 Share shall be Fourteen and Eighty-Eight One Hundredths Percent (14.88%);

(x) If the Reduction Event is effective on or after June 30, 2019, then the Sleepy Hollow Pre-2010 Share shall be Sixteen and Sixty-Seven One Hundredths Percent (16.7%); provided, however, that if any Member's Percentage Share shall be adjusted in accordance with this Agreement for any reason, then Sleepy Hollow's liability for Pre-2010 Retirement Benefit Obligations may be revised to reflect the respective adjustments in the Members' Percentage Shares.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have signed this instrument this 30th day of June, 2010.

TOWN OF SAN ANSELMO, a municipal corporation

By: Barbara Thornton
Name: Barbara Thornton, Mayor

ATTEST:

Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By:
Name: LEW TREMAINE, Mayor

ATTEST:

Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: Frank Berto
Name: FRANK BERTO
Title: PRESIDENT

ATTEST:

Secretary

EXHIBIT A

Existing Capital Assets

Fire Engines – with full complement of equipment

- 1988 Pierce Dash
- 1995 Pierce Saber All Wheel Steer
- 1997 International Type III
- 2000 Pierce Saber All Wheel Steer
- 2003 Pierce Saber All Wheel Steer

Staff and Utility Vehicles – with full complement of equipment:

- 1980 GMC Brigadier Transport
- 2001 Chevrolet Impala
- 2002 Chevrolet Tahoe
- 2004 Chevrolet Silverado
- 2008 Chevrolet Tahoe
- 2008 Chevrolet Silverado

Mobile Live Fire Training Unit

- 2003 International Code Services (ICS) Mobile Live Fire Trainer

Self Contained Breathing Apparatus (SCBA)

- Interspiro Spiromatic 4530 SCBA (26)
- Interspiro 4500 psi SCBA air cylinder (63)

Radio equipment

- Station radio – Motorola Astro (6)
- Station ringdown system – Moscad-L (3)
- MERA mobile radio – Motorola Spectra W9 (10)
- Highband mobile radio – Kenwood (9)
- MERA portables radio – Motorola XTS-5000R (18)
- Highband portables radio – Bendix King (22)
- Mobile Display Computer (6)

Fire Hose

- 4" NCR supply hose – 5,500 feet, 110 lengths
- 3" N-Dura supply hose – 600 feet, 12 lengths
- 2.5" N-Dura attack hose – 5,700 feet, 114 lengths
- 1.75 N-Dura attack hose – 6,450 feet, 129 lengths

Structure Firefighting Protective Clothing

- Morning Pride firefighter turnouts (33)
- Globe G-Xtreme firefighter turnouts (20)

Defibrillators

- Medtronic Lifepak 1000 Defibrillator (4)

Other Equipment

- Washer Extractor
- Diesel Exhaust System (3)
- Bauer Breathing Apparatus Compressor
- Station air compressors (3)
- Welder – Millermatic 180
- Bullard T-4 thermal imagers (3)
- Rice fire hose tester
- Washer/dryers – washers (4), dryer (3)
- Ready Rack Turnout Locker (16)
- Weather monitoring station (2)
- International Code Council (ICS) fire extinguisher trainer

Computers

- Computer workstation (14)
- Laptop (3)
- Server (2)

Office Equipment

- Desk sets (9)
- Conference table with chairs
- Training table (6)
- Phone system
- Kyocera Mita Copier (2)
- Hp Color Laser Printer

Station Furnishing

- Dayroom furnishings
- Bed and mattress (30)

Exercise Equipment

- Treadmill (3)
- Stairmaster (2)
- Exercise bike (3)
- Free Motion F7.8 optical (1)
- Weight set (3)

Note: In addition to this exhibit, the Department maintains a detailed inventory and depreciation schedule of all capital items.

FIRST AMENDMENT TO AMENDED AND RESTATED JOINT POWERS AGREEMENT

This First Amendment to Amended and Restated Joint Powers Agreement ("First Amendment") is entered into as of July 1, 2012 (the "First Amendment Effective Date"), and is made by and among the Town of Fairfax, a municipal corporation ("Fairfax"), the Town of San Anselmo, a municipal corporation ("San Anselmo"), the Sleepy Hollow Fire Protection District, an independent special district of the State of California ("Sleepy Hollow"), and the Town of Ross, a municipal corporation ("Ross"), each a "Member," and collectively referred to as the "Members."

RECITALS

A. Fairfax, San Anselmo and Sleepy Hollow entered into that certain Amended and Restated Joint Powers Agreement dated as of July 1, 2010 (the "Agreement"). All capitalized terms used herein without definition shall have the same meanings assigned to them in the Agreement.

B. The Agreement governs the operations of the Ross Valley Fire Department (the "Authority"). The Members wish to admit Ross as a Member of the Authority as of the First Amendment Effective Date.

C. The Member parties desire to enter into this First Amendment in order to (i) include Ross as a Member of the Authority; (ii) modify the composition of the Board; (iii) revise the Members' cost sharing and ownership rights; and (iv) address certain other issues agreed upon among the Members.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

AGREEMENT

1. The Recitals above are hereby declared to be true and correct, and are hereby incorporated into this Amendment as if fully set forth below.

2. Ross is hereby admitted as a New Member pursuant to Section 1.3 of the Agreement. Ross agrees to be bound by all provisions of the Agreement, except to the extent modified by this Amendment. All parties expressly agree that the requirements of Section 1.3 have been fully met for Ross to be admitted as a New Member.

3. Section 2.1, **Board of Directors**, is hereby deleted in its entirety and replaced by the following revised Section 2.1, **Board of Directors**:

> "The Authority shall be governed by a Board of Directors (the "Board") which shall formulate and set policy and exercise the powers set forth in this Agreement

to accomplish its purpose. The Board shall consist of eight (8) voting members (each a "Board Member"), two (2) of whom shall be appointed by and serve at the pleasure of the Fairfax Town Council, two (2) of whom shall be appointed by and serve at the pleasure of the San Anselmo Town Council, two (2) of whom shall be appointed by and serve at the pleasure of the Board of Directors of the Sleepy Hollow Fire Protection District, and two (2) of whom shall be appointed by and serve at the pleasure of the Ross Town Council; provided, however, that each Board Member shall be an elected or appointed Town Council or governing body member of the Member by whom he or she is appointed."

4. In Section 2.3 d, **Voting; Decision Making**, the second sentence of the first paragraph is deleted in its entirety and replaced by the following:

"Any decision of the Board shall require a minimum of five (5) votes to be effective, subject to the following:"

The remainder of Section 2.3 d shall be unchanged.

5. Section 5.1, **Executive Officer**, shall be deleted in its entirety and replaced with the following revised Section 5.1, **Executive Officer**:

"The office of an Executive Officer shall rotate among the Town Managers of Fairfax, San Anselmo, and Ross for two (2) year terms, or such other term as may be determined by the Board."

6. Section 8.1, **Members' Percentage Shares Established**, shall be deleted in its entirety and replaced with the following revised Section 8.1, **Members' Percentage Shares Established**:

"All costs shall be fairly and equitably allocated among all Members. The Members hereby acknowledge and agree that the Percentage Shares in this Section 8.1 represent such a fair and equitable allocation as of the First Amendment Effective Date. As of the First Amendment Effective Date, the cost sharing shall be as follows:

San Anselmo	Forty and Fifty-three One-hundredths Percent (40.53%)
Fairfax	Twenty-three and Three Tenths Percent (23.3%)
Ross	Twenty Three and Thirty-seven One-hundredths Percent (23.37%)
Sleepy Hollow	Twelve and Eight Tenths Percent (12.8%)."

7. Section 8.2, **Adjustments of Percentage Shares**, shall be deleted in its entirety and replaced with the following revised Section 8.2, **Adjustments of Percentage Shares**:

"For fiscal year 2015-2016 and not more frequently than every three (3) years thereafter, the Percentage Shares set forth in Section 8.1, above, shall be reviewed by the Board and adjusted pursuant to the requirements of Section 2.3(d)(i) above, if warranted by changes in the Members' relative population sizes, number of structures, assessed values, service calls, or other relevant factors."

8. Section 9.4, **Certain Service Levels**, shall be deleted in its entirety and replaced with the following revised Section 9.4, **Certain Service Levels**:

"The Authority's four fire stations will be routinely open, fully staffed and equipped for 24-hour continuous operation by not less than two (2) full-time sworn trained firefighters. Notwithstanding the foregoing, the Fire Chief shall have the sole discretion as to the most effective manner of handling and responding to calls for service. This includes positioning both equipment and staffing between and among the fire stations to meet conflicting demands. Consequently, the Members acknowledge that there may be times when equipment or personnel may not be available from all four fire stations."

9. Section 8.3, **New Member Adjustment of Percentage Shares,** is hereby deleted in its entirety and replaced by the following revised, Section 8.3, **New Member Adjustment of Percentage Shares:**

"The Percentage Shares set forth in Section 8.1, above, may also be revised at any time by the Board by unanimous vote to accommodate the addition, if any, of new members or consolidations between Members."

10. Section 10.2, **Authority Capital Assets,** is hereby deleted in its entirety and replaced by the following revised Section 10.2, **Authority Capital Assets:**

"All replacements of Prior Authority Capital Assets and all capital assets acquired by the Authority, including replacements of Ross Capital Assets as defined by Section 24.5(b) below, from and after the First Amendment Effective Date (collectively, "the "Authority Capital Assets") shall be purchased by the Authority, and the Members shall have ownership proportions in accordance with the Percentage Shares set forth in Section 8.1, above. The Authority shall maintain the Existing Capital Assets and the Authority Capital Assets and monitor their conditions so as to replace or reconstruct them in accordance with the Authority's minimum requirements based on latest technology. The Authority may undertake revenue bond financing pursuant to California Government Code Sections 6540, et seq., to acquire Authority Capital Assets."

11. The following new Section 24, **First Amendment Transition Provisions**, is hereby added to the Agreement:

"**24.1 Admission of Ross.** The Authority is hereby expanded as of the First Amendment Date to include Ross as a Member. From and after the First Amendment Date, the term "Member" shall include Ross, subject only to any limitations expressly set forth below in this Section 24.

24.2. Personnel. All Town of Ross Fire Department ("TRFD") employees as of June 30, 2012, with the sole exception of the Fire Chief, ("former permanent TRFD employees") will become Authority employees as of the First Amendment Effective Date. All former permanent TRFD employees will maintain their current rank and original date of hire for seniority purposes, and will be covered under the current Authority Firefighters' Memorandum of Understanding, with the exception of the members of the TRFD apprentice firefighter program. The Authority will continue the TRFD apprentice firefighter program, which will continue to be part of Engine 18's daily staffing, and Ross will make an additional contribution to the Authority annually as necessary to pay for the entire costs of operating the program. The program shall be established as a separate line item in the annual Authority budget for each upcoming fiscal year. Upon written request of Ross prior to adoption of the budget for the upcoming fiscal year, the Agency shall terminate the program effective July 1 of the upcoming fiscal year, unless Ross requests and the Authority Board agrees to terminate it sooner. In any event, Ross shall reimburse the Authority for any costs arising out of the discontinuance of the program, and thereafter Ross shall no longer be responsible to make any additional contribution for the costs of the apprentice firefighter program under this paragraph. The TRFD apprentice firefighters will become temporary Authority employees. Accrued vacation level, sick leave, and compensatory time for both the permanent employees and the apprentice firefighters will transfer to the Authority (see section 24.4 c. below). Should Ross leave the Authority for any reason, any former TRFD employees who are employees of the Authority as of the last date Ross is a member of the Authority shall be returned to employment with TRFD.

24.3. Ross Obligations and Limitations for Pre-existing Financial Liabilities.

a. Limitations.

(i) Except as provided in Section 24.3 b., c., d., e. and f. below, Ross shall not assume, and shall not be deemed to have assumed, or be in any way liable for or subject to or have any obligation for or with respect to, any liabilities or obligations of the Authority of any kind, nature, or description whatsoever, whether absolute, accrued, contingent, known, unknown, or otherwise, that were incurred by the Authority prior to the First Amendment Effective Date. In addition, any payments, awards, or reimbursements to the Authority accruing or arising out of events prior to the First Amendment Effective Date shall remain the property of Fairfax, San Anselmo and Sleepy Hollow, with the disposition determined by a majority vote of the board members who represent San Anselmo, Fairfax, and Sleepy Hollow, utilizing Section 2.3 d. "Voting; Decision-Making" of the Agreement as it existed prior to the First Amendment Effective Date.

(ii) Except as provided in Sections 24.3 d and 24.5 a below, the Authority shall not assume, and shall not be deemed to have assumed, or be in any way liable for or subject to or have any obligation for or with respect to, any liabilities or obligations of Ross or the TRFD of any kind, nature, or description whatsoever, whether absolute, accrued, contingent, known, unknown, or otherwise, that were incurred by Ross or the TRFD prior to the First Amendment Effective Date.

b. Other Post-Employment Benefits ("OPEB"). Prior to the First Amendment Effective Date, both the Authority (which, as constituted before the admission of Ross, is referred to herein as the "Prior Authority") and Ross provided medical benefits as part of the California Public Employees' Retirement System ("CalPERS"), although the respective plans were somewhat different. Participation in the CalPERS Medical Program has resulted in OPEB liability for active employees and retirees of the Prior Authority and Ross. In accordance with General Accounting Standards Board (GASB), the Authority annually is required to recognize the cost of benefits related to OPEB by completing an actuarial valuation. The valuation determines the Actuarial Accrued Liability ("AAL") related to OPEB and also establishes an Annual Required Contribution ("ARC"). GASB does not require the prefunding of future liabilities; however, if contributions toward OPEB are less than the ARC, the Authority will accumulate a liability called "Net OPEB Obligation." The Prior Authority has no Net OPEB Obligation liabilities. The liability for the ARC shall be divided as follows:

(i) The Authority shall be responsible for OPEB liabilities and the payment of the ARC for employees of the Authority beginning on the First Amendment Effective Date (including any new employees, continuing Prior Authority employees, and Ross employees who are becoming Authority employees) and all future retirees;

(ii) All OPEB and ARC liability for TRFD retirees and TRFD employees who do not transfer to the Authority will remain with Ross and will not transfer to the Authority; and

(iii) Fairfax, San Anselmo and Sleepy Hollow shall be responsible for OPEB liabilities and the payment of the ARC for Authority employees who retired before the First Amendment Effective Date, in accordance with and subject to Section 23 of the Agreement.

c. Retirement Employer Side Fund. Prior to the First Amendment Effective Date, both the Prior Authority and Ross participated in the CalPERS 3%@55 Safety Retirement Plan. In 2003, CalPERS established an "Employer Side Fund" for each participating entity to account for the difference between the funded status of the larger CalPERS pool to which it is assigned and the funded status of the participating agency. The parties agree that the Employer Side Funds as of the First Amendment Effective Date shall not transfer to the expanded Authority. Accordingly, Ross shall remain liable for its Employer Side Fund, and

Fairfax, San Anselmo and Sleepy Hollow shall remain liable for the Prior Authority Employer Side Fund, in accordance with Section 23 of the Agreement. If the Authority refinances its pre- June 30, 2012 Side Fund obligations through a pension obligation bond, Fairfax, San Anselmo, and Sleepy Hollow shall be liable for any bond payment obligations in accordance with their Percentage Shares existing prior to the First Amendment Effective Date, subject to Section 23 of the Agreement as it existed prior to the First Amendment Effective Date.

d. Compensated Absence Liabilities. As of the First Amendment Effective Date, the Prior Authority and Ross have liabilities in the form of accrued vacation leave, sick leave, and compensatory leave (the "Compensated Absence Liabilities"). With the admission of Ross to the Authority, Ross employees' sick leave, vacation leave, and compensatory time balances will transfer to the Authority. The parties anticipate that the respective Compensated Absence Liabilities of the Prior Authority and Ross will not be consistent with the Members' Percentage Shares set forth in Section 8.1. In particular, the parties anticipate that the Ross share of the combined compensated Absence Liabilities will be less than its 23.37 Percentage Share set forth in Section 8.1. Because future obligations of the Authority related to the Compensated Absence Liabilities will be allocated based on the Members' Percentage Shares, the parties wish to establish the following process to reconcile the Compensated Absence Liabilities as of June 30, 2012 with the Percentage Shares:

(i) The Compensated Absence Liabilities shall be established based on the year-end statements of Ross and the Prior Authority as of June 30, 2012;

(ii) The liability will be based on the Authority's policy for the payment of vacation leave, sick leave and compensatory time at retirement;

(iii) Thereafter, Fairfax, San Anselmo and Sleepy Hollow shall contribute extra funds to the compensated absences reserve fund by (A) in the first year, transferring a minimum amount of $126,298 (which already has been set aside by the Prior Authority for that purpose), and (B) annually contributing a total of $50,000 until the difference between the Compensated Absence Liabilities and the Members' Percentage Shares is reconciled, with the $50,000 paid proportionately by Fairfax, San Anselmo, and Sleepy Hollow in accordance with their Percentage Shares existing prior to the First Amendment Effective Date, subject to Section 23 of the Agreement.

e. MERA Bonds. Ross shall remain liable for its payments under the outstanding Marin Emergency Radio Authority ("MERA") bonds as of the First Amendment Effective Date, and Fairfax, San Anselmo, and Sleepy Hollow shall remain liable for the Prior Authority payments under such outstanding MERA

bonds in accordance with their Percentage Shares existing prior to the First Amendment Effective Date.

f. Fire Engine Lease. Fairfax, San Anselmo, and Sleepy Hollow shall remain responsible for the payments under the 2010 lease/purchase agreement for a Pierce Arrow Type 1 fire engine in accordance with their Percentage Shares under the Agreement prior to the First Amendment Effective Date.

24.4 Disposition of Prior Authority Funds.

a. Prior Authority Cash Reserves as of June 30, 2012. All cash reserves of the Prior Authority as of June 30, 2012 (the "Prior Authority Cash Reserves") exist in three funds: the Unassigned Fund, the Apparatus Replacement Fund and the Compensated Absences Fund. The Prior Authority Cash Reserves shall remain the property of Fairfax, San Anselmo, and Sleepy Hollow for disposition and use in accordance with the next section.

b. Management of Prior Authority Cash Reserves

(i) Unassigned Fund. The ending Unassigned Fund balance as of the First Amendment Effective Date will be placed into three new funds labeled "San Anselmo," "Fairfax," and "Sleepy Hollow." The balance will be distributed among the three new committed funds in accordance with the pre-Amendment percentage shares, i.e., San Anselmo 52.9%, Fairfax 30.4%, and Sleepy Hollow 16.7%. These funds shall be used to pay for future contributions to the Authority by San Anselmo, Fairfax, and Sleepy Hollow. Decisions on expenditures of these funds shall be made by a majority vote of the board members who represent San Anselmo, Fairfax, and Sleepy Hollow, utilizing Section 2.3 d "Voting; Decision-Making" of the Agreement as it existed prior to the First Amendment Effective Date.

(ii) Apparatus Replacement Fund. The ending Apparatus Replacement fund balance of the Prior Authority on the First Amendment Effective Date will be transferred into a new committed fund named the "Prior Authority Apparatus Replacement Fund." The Prior Authority Apparatus Replacement Fund shall be used to pay for future contributions by San Anselmo, Fairfax and Sleepy Hollow for vehicle and apparatus purchases. Decisions on expenditures of these funds shall be made by a majority vote of the board members who represent San Anselmo, Fairfax, and Sleepy Hollow, utilizing Section 2.3 d "Voting; Decision-Making" of the Agreement as it existed prior to the First Amendment Effective Date.

(iii) Compensated Absences Fund. The Compensated Absences fund balance of the Prior Authority on the First Amendment Effective Date will become the starting Compensated Absences Fund

balance of the expanded Authority. Additional contributions shall be made annually by San Anselmo, Fairfax and Sleepy Hollow as required to comply with Section 24.3 d, above, until the difference between the Compensated Absence Liabilities and the Members' Percentage Shares is reconciled, at which time Ross shall begin making contributions to the Compensated Absences Fund, along with the other parties, consistent with their respective Percentage Shares as set forth in Section 8.1 of this Amendment. Decisions on expenditures of the Compensated Absences Fund shall be made by the Board of the Authority.

24.5 Existing Capital Assets.

a. Ross Fire Station. The fire station at 33 Sir Francis Drake Boulevard, Ross (the "Ross Fire Station") shall continue to be owned by Ross but shall be used by the Authority in accordance with Article 9 of the Agreement as of the First Amendment Effective Date. Notwithstanding the foregoing, that certain Lease Agreement dated July 1, 2011, between Ross and the Ross Valley Paramedic Authority ("RVPA") for use of a portion of the Ross Fire Station shall be assigned to the Authority, which shall receive the RVPA rent payments and assume all costs and liabilities associated with the rental agreement; provided, however, that any maintenance obligations for the Ross Fire Station required by Section 9.2 a of this Agreement shall remain the obligations of Ross.

b. Other Ross Capital Assets. As of the First Amendment Effective Date, the custody, use, and control, but not the ownership of, the fire apparatus, vehicles, firefighting equipment, station furnishings, and office equipment described in Exhibit A hereto, along with any and all other fire service related capital assets currently used by Ross in the provision of fire department services (the "Ross Capital Assets") will transfer to the Authority. The Authority will be responsible for maintenance and repair of the Ross Capital Assets. The Authority will also be responsible for the replacement of these assets as may be determined by the Board. Notwithstanding the foregoing, any proceeds from the sale, transfer, exchange or other hypothecation of any of the Ross Capital Assets shall become the property of Ross.

c. Prior Authority Capital Assets. The capital assets of the Prior Authority as of the First Amendment Effective Date described on Exhibit B hereto, along with any and all other fire service related capital assets used by the Prior Authority as of June 30, 2012 (the "Prior Authority Capital Assets"), shall be under the custody, use, and control of the Authority (i.e., as expanded by this First Amendment), but the ownership of the Prior Authority Capital Assets shall remain with Fairfax, San Anselmo, and Sleep Hollow in accordance with the Agreement as it existed prior to the First Amendment Effective Date. The Authority will be responsible for maintenance, repair, and replacement of the Prior Authority Capital Assets as may be determined by the Board. Notwithstanding the foregoing, any proceeds from the sale, transfer, exchange, or other hypothecation of any of the Prior Authority Capital Assets, shall become the

property of Fairfax, San Anselmo, and Sleepy Hollow, with the disposition determined by a majority vote of the Board Members that represent San Anselmo, Fairfax, and Sleepy Hollow, utilizing Section 2.3 d. "Voting; Decision-Making" of the Agreement as it existed prior to the First Amendment Effective Date."

12. The parties agree that that certain Agreement for the Provision of Battalion Chief Services by the Ross Valley Fire Department to the Town of Ross dated as of May 15, 2009, is hereby terminated as of the First Amendment Effective Date.

13. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same instrument.

14. Ross agrees to appoint its Board Members simultaneously with its approval of this Amendment. In order to effectuate a transition on the First Amendment Effective Date (i.e., July 1, 2012), the expanded Board shall be empowered to act for the Authority beginning on the date on which all parties have executed this Amendment.

Except as expressly modified by this First Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect and binding on the parties.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Name: Thomas McInerney, Mayor

ATTEST:
_____
Town Clerk
For Barbara Chambers

TOWN OF FAIRFAX, a municipal corporation

By: _____
Name: Pamela J. Hartwell-Herrero, Mayor

ATTEST:
_____
Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: Frank Berto
Name: FRANK BERTO
Title: PRESIDENT

ATTEST:
_____
Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Name: Carla Small, Mayor

ATTEST:
_____
Town Clerk

EXHIBIT A

Ross Capital Assets

Fire Engines – with full complement of equipment

- 2006 Pierce Oshkosh All Wheel Steer
- 1996 HME 3D

Staff and Utility Vehicles

- 2000 Dodge Ram 2500 4x4
- 2008 Ford Escape hybrid

Self Contained Breathing Apparatus

- Interspiro Spiromatic 4530 SCBA (8)
- Interspiro 4500 psi 30 min air cylinder (26)
- Interspiro RIC Pack with 60 min cylinder

Radio Equipment

- Station Radio – Motorola MC3000 (2)
- Station Ring Down – Motorola Moscad-L
- MERA mobile radio – Motorola Astro (4)
- High band mobile radio – Kenwood TK790 (3)
- MERA portable radio – Motorola XTS5000R (9)
- High band portable radio – Bendix King Commander (9)
- Mobile Display Computer (2)

Fire Hose

- 4 inch with 4 ½ couplings–Supply Hose 2650 feet @ 50 ft lengths & 6 x 20ft pig tails
- 2 ½ -- 1700 Feet @ 34 -50 feet rolls
- 1 ¾ -- 2200 Feet @ 44 – 50 feet rolls

Structure Firefighting Protective Equipment

- Globe G-Xtreme Firefighter turnout (10)
- Lion Apparel Firefighter turnouts (9)

Defibrillators

- Medtronic life pack 12 (2)

Other Equipment

- Diesel Exhaust Remover System (Plymovent)
- 2005 Bauer 13 SCFM Air Trailer
- Station Air Compressor
- Station 48 inch Craftsman Rolling tool box
- Bullard T-3 MAX thermal imaging camera
- Washer & Dryer (1 each)
- Hose Dryer
- Generac Power Systems (Station Generator)
- Rice Hydrostatic Test Pump (Hose Tester)

Computers

- Computer workstations (4)
- Laptop (2)
- Server (1)

Office Equipment

- Desk Set (4)
- Phone System
- HP color Ink jet printer

Station Furnishing

- Dayroom Furnishing
- Bed & Mattress (10)

Exercise Equipment

- Elliptical
- Exercise Bike
- Stair Master
- Weight lifting set with free weights
- Lifting Logs (4)
- Leg Press
- Pull Up Bars (4)

EXHIBIT B

Prior Authority Capital Assets

Fire Engines – with full complement of equipment

- 1995 Pierce Saber All Wheel Steer
- 1997 International Type III
- 2000 Pierce Saber All Wheel Steer
- 2003 Pierce Saber All Wheel Steer
- 2010 Pierce Arrow All Wheel Steer

Staff and Utility Vehicles – with full complement of equipment:

- 1980 GMC Brigadier Transport
- 2001 Chevrolet Impala
- 2002 Chevrolet Tahoe
- 2004 Chevrolet Silverado
- 2008 Chevrolet Tahoe
- 2008 Chevrolet Silverado

Mobile Live Fire Training Unit

- 2003 International Code Services (ICS) Mobile Live Fire Trainer

Self Contained Breathing Apparatus (SCBA)

- Interspiro Spiromatic 4530 SCBA (26)
- Interspiro 4500 psi SCBA air cylinder (57)
- Interspiro RIT Pack w/ 60 min cylinder (3)

Radio equipment

- Station radio – Motorola Astro (6)
- Station ringdown system – Moscad-L (3)
- MERA mobile radio – Motorola Spectra W9 (10)
- Highband mobile radio – Kenwood (9)
- MERA portables radio – Motorola XTS-5000R (18)
- Highband portables radio – Bendix King (22)
- Mobile Display Computer (7)

Fire Hose

- 4" NCR supply hose – 5,500 feet, 118 lengths
- 3" N-Dura supply hose – 600 feet, 12 lengths
- 2.5" N-Dura attack hose – 5,700 feet, 114 lengths
- 1.75 N-Dura attack hose – 6,450 feet, 155 lengths

Structure Firefighting Protective Clothing

- Morning Pride firefighter turnouts (33)
- Globe G-Xtreme firefighter turnouts (27)

Defibrillators

- Medtronic Lifepak 1000 Defibrillator (4)

Other Equipment

- Washer Extractor
- Diesel Exhaust System (3)
- Bauer Breathing Apparatus Compressor
- Station air compressors (3)
- Welder – Millermatic 180
- Bullard T-4 thermal imagers (3)
- Rice fire hose tester
- Washer/dryers – washers (4), dryer (3)
- Ready Rack Turnout Locker (16)
- Weather monitoring station (2)
- International Code Council (ICS) fire extinguisher trainer
- Salvage Master Water Vac

Computers

- Computer workstation (14)
- Laptop (3)
- Server (2)

Office Equipment

- Desk sets (9)
- Conference table with chairs
- Training table (6)
- Phone system
- Kyocera Mita Copier (2)
- Hp Color Laser Printer

Station Furnishing

- Dayroom furnishings
- Bed and mattress (30)

(continued)

Exercise Equipment

- Treadmill (3)
- Stairmaster (2)
- Exercise bike (3)
- Free Motion F7.8 optical (1)
- Weight set (3)

Note: In addition to this exhibit, the Department maintains a detailed inventory and depreciation schedule of all capital items.

SECOND AMENDMENT TO AMENDED AND RESTATED JOINT POWERS AGREEMENT

This Second Amendment to the Amended and Restated Joint Powers Agreement ("Second Amendment") is entered into as of February 13, 2014 (the "Second Amendment Effective Date"), and is made by and among the Town of Fairfax, a municipal corporation ("Fairfax"), the Town of San Anselmo, a municipal corporation ("San Anselmo"), the Sleepy Hollow Fire Protection District, an independent special district of the State of California ("Sleepy Hollow"), and the Town of Ross, a municipal corporation ("Ross"), each a "Member," and collectively referred to as the "Members."

RECITALS

A. Fairfax, San Anselmo and Sleepy Hollow entered into that certain Amended and Restated Joint Powers Agreement dated as of July 1, 2010 (the "Agreement"). All capitalized terms used herein without definition shall have the same meanings assigned to them in the Agreement.

B. The Agreement governs the operations of the Ross Valley Fire Department (the "Authority").

C. The Member parties entered into the First Amendment to the Amended and Stated Joint Powers Agreement ("First Amendment") in order to (i) include Ross as a Member of the Authority; (ii) modify the composition of the Board; (iii) revise the Members' cost sharing and ownership rights; and (iv) address certain other issues agreed upon among the Members.

D. The Member parties now desire to enter into this Second Amendment to (i) establish a Management Committee and (ii) implement the provisions of Government Code § 54956.96, permitting the disclosure of certain closed session information in an authorized closed session of a Member.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

AGREEMENT

1. The Recitals above are hereby declared to be true and correct, and are hereby incorporated into this Amendment as if fully set forth below.

2. Section 5, **Personnel**, is modified by the addition of new Section 5.2, **Management Committee**, as provided below. Existing Sections 5.2 and 5.3 are renumbered 5.3 and 5.4, respectively.

> "**5.2 Management Committee.** A Management Committee comprised of the Town Managers of Fairfax, San Anselmo and Ross is hereby formed. The

Executive Officer shall serve as the Chair of the Management Committee. The Management Committee shall meet monthly to review the Board agenda and any other current issues. The Management Committee will also provide a forum for discussion and coordination of Ross Valley Fire Department issues. The Management Committee shall undertake other activities as determined by the Board that are not inconsistent with this Agreement. In the spirit of Recital E to the Agreement, decisions of the Management Committee, if any, should be made by consensus, whenever possible. While the Management Committee may advise and comment on such matters, the Executive Officer individually retains the authority, duties and responsibilities under Section 5.2, **Fire Chief**, Section 6.3 **Budget Process** and Section 6.4 **Control and Accounting**. Except as otherwise expressly provided, the Executive Officer individually retains any other assigned authority, duty or responsibility, such as, without limitation, those involving civil service or personnel rules, regulations, policies, agreements and procedures or other Ross Valley Fire Department rules, regulations, policies, agreements and procedures.

3. Section 2.3, **Meetings of the Board of Directors**, is modified by the addition of new Section 2.3 e, **Disclosure of Closed Session Information**, as follows:

"e. **Disclosure of Closed Session Information.** A Director, including an alternate designated pursuant to Section 2.2, who is a member of the legislative body of a Member Agency may disclose information obtained in a closed session of the Board that has direct financial or liability implications for the Member Agency that appoints that Director, in accordance with Government Code Section 54956.96. A Director may also disclose such information to legal counsel for the Member Agency for the purpose of obtaining advice on whether the matter has direct financial or liability implications for the Member Agency. The legislative body of a Member Agency is authorized to meet in closed session, upon advice of legal counsel, to receive, discuss and take action concerning information obtained by its Director(s) or designated alternate in a closed session of the Board in accordance with Government Code § 54656.96."

Except as expressly modified by this Second Amendment, all other terms and conditions of the Agreement, as amended by the First Amendment, shall remain in full force and effect and binding on the parties.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Name: Tom McInerney, Mayor

ATTEST:

_____
Town Clerk
for Barbara Chambers

TOWN OF FAIRFAX, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

_____
Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: _____
Name: _____
Title: _____

ATTEST:

_____
Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

_____
Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

_____
Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: David Weinsoff
Name: DAVID WEINSOFF, Mayor

ATTEST:

_____
Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: _____
Name: _____
Title: _____

ATTEST:

_____
Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

_____
Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

_____
Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

_____
Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT,
an independent special district of the State of California

By: Frank J. Berto
Name: FRANK J. BERTO
Title: DIRECTOR / CHAIRMAN

ATTEST:
Thomas J. Chu
Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

_____
Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

_____
Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Name: _____, Mayor

ATTEST:

_____
Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: _____
Name: _____
Title: _____

ATTEST:

_____
Secretary

TOWN OF ROSS, a municipal corporation

By: P. Beach Kuhl
Name: P. Beach Kuhl, Mayor

ATTEST:
Town Clerk

THIRD AMENDMENT TO AMENDED AND RESTATED JOINT POWERS AGREEMENT

This Third Amendment to the Amended and Restated Joint Powers Agreement ("Third Amendment") is entered into as of January 1, 2022 (the "Third Amendment Effective Date"), and is made by and among the Town of Fairfax, a municipal corporation ("Fairfax"), the Town of San Anselmo, a municipal corporation ("San Anselmo"), the Sleepy Hollow Fire Protection District, an independent special district of the State of California ("Sleepy Hollow"), and the Town of Ross, a municipal corporation ("Ross"), each a "Member," and collectively referred to as the "Members."

RECITALS

A. Fairfax, San Anselmo and Sleepy Hollow entered into that certain Amended and Restated Joint Powers Agreement dated as of July 1, 2010 (the "Agreement"). All capitalized terms used herein without definition shall have the same meanings assigned to them in the Agreement.

B. The Agreement governs the operations of the Ross Valley Fire Department (the "Authority").

C. The Members entered into the First Amendment to the Amended and Restated Joint Powers Agreement, effective as of July 1, 2012 (the "First Amendment"), to (i) include Ross as a Member of the Authority; (ii) modify the composition of the Board; (iii) revise the Members' cost sharing and ownership rights; and (iv) address certain other issues agreed upon among the Members.

D. The Members entered into the Second Amendment to the Amended and Restated Joint Powers Agreement, effective as of February 13, 2014 (the "Second Amendment"), to: (i) establish a Management Committee and (ii) implement the provisions of Government Code § 54956.96, permitting the disclosure of certain closed session information in an authorized closed session of a Member.

E. The Members desire to enter into this Third Amendment to the Amended and Restated Joint Powers Agreement to: (1) provide for the closure of the Ross Fire Station and (ii) allocate Authority resources, savings and costs attributable to the Ross Fire Station closure.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

AGREEMENT

1. Section 9.2, **Fire Station Maintenance,** is hereby amended by adding subsections d., e. and f. to read as follows:

> **"9.2 Fire Station Maintenance**
>
> **d. Closure of the Ross Fire Station.** Fire Station 18, located at 33 Sir Francis Drake Boulevard in Ross, CA (the "Ross Fire Station") shall be closed on July 1,

2025, or upon a written agreement among all Members to close on an earlier date (such closure date being the "Ross Fire Station Closure Date").

e. One Time Cost For Remodel of Fire Station 21. On or before the Ross Fire Station Closure Date, the Town of Fairfax shall contribute one-time costs not to exceed $210,000 to fund the interior remodel of Fire Station 21, located at 10 Park Road in Fairfax, CA ("Station 21") to accommodate additional staffing.

f. **Shared Costs for Station 19**. Commencing in the first fiscal year following the Ross Fire Station Closure Date, and in each fiscal year thereafter, the Town of Ross and the Town of San Anselmo shall share the maintenance costs of Fire Station 19, located at 777 San Anselmo Avenue in San Anselmo, CA ("Station 19") for which the Town of San Anselmo is responsible pursuant to Section 9.2 a. The Town of Ross shall contribute twenty-seven percent (27%) and the Town of San Anselmo shall contribute seventy-three percent (73%) toward maintenance costs; provided, however, that the Town of San Anselmo and the Town of Ross shall agree upon an annual budget for such costs for the ensuing fiscal year. The foregoing requirement to agree upon an annual budget is intended to obtain an agreement for the total annual maintenance costs to be shared by the parties and in no event shall such agreement modify the annual percentage obligations for Station 19 maintenance costs of either the Town of Ross or the Town of San Anselmo. Subsequent to adopting the annual budgets for the Town of Ross and Town of San Anselmo, and prior to incurring any unbudgeted cost under Section 9.2 a. in excess of $10,000 for Fire Station 19, the Town of San Anselmo shall notify the Town of Ross, and the parties shall meet and confer and agree on any such cost to be incurred.

2. Effective on the Ross Fire Station Closure Date, Section 9.4, **Certain Service Levels**, shall be deleted in its entirety and replaced with the following:

"9.4, Certain Service Levels. The Authority's three fire stations will be routinely open, fully staffed and equipped for 24-hour continuous operation by not less than three (3) full-time sworn trained firefighters at two of the three fire stations and not less than two (2) full-time sworn trained firefighters at the third fire station. Notwithstanding the foregoing, the Fire Chief shall have the sole discretion as to the most effective manner of handling and responding to calls for service. This includes positioning both equipment and staffing between and among the fire stations to meet conflicting demands. Consequently, the Members acknowledge that there may be times when equipment or personnel may not be available from all three fire stations."

3. A new Section 9.5, **Closure of Ross Fire Station**, is hereby added to the Agreement to read as follows:

"9.5 Closure of Ross Fire Station and Movement of Personnel. As of the Ross Fire Station Closure Date, the Fire Chief shall move personnel from the Ross Fire Station to Station 19 and Station 21 as the Fire Chief deems appropriate."

4. Section 24.5, **Existing Capital Assets**, subsection a., **Ross Fire Station**, is hereby amended by restating subsection a. to read as follows:

a. Ross Fire Station. Beginning on the Ross Fire Station Closure Date, the Authority's annual operations costs will be reduced (the "Savings") due to the closure of the Ross Fire Station, the elimination of one engine from the Authority's vehicle replacement schedule, the planned transition of three (3) Captain positions to three (3) Firefighter/Paramedic positions, and the planned transition of three (3) Engineer positions to three (3) Firefighter/ Paramedic positions, with such personnel changes occurring upon the resignation or retirement of the current Captain and Engineer personnel. The annual amount of Savings shall be detailed in the annual budget prepared pursuant to Section 6.2, with the portion of the Savings attributable to personnel changes determined at the time the changes occur, based on the difference in salary and fully loaded benefits of such personnel. The annual amount of the Savings, as shown on the annual budget, shall be credited to the amount of the annual contribution owed by the Town of Ross pursuant to Section 7.1. After the full Savings, by the elimination of one engine from the Authority's vehicle replacement schedule, the planned transition of three (3) Captain positions to three (3) Firefighter/Paramedic positions, and the planned transition of three (3) Engineer positions to three (3) Firefighter/Paramedic positions has been realized, the Members' Percentage Shares (Section 8.1) shall be adjusted to reflect the savings attributed to Ross. In addition, The Town of Ross will be billed by the Authority for actual legal costs (not to exceed $15,000) incurred by the Authority in connection with the preparation of this Third Amendment.

5. Except as expressly modified by this Third Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect and binding on the parties.

6. This Third Amendment may be executed on behalf of the respective Members in one or more counterparts, all of which collectively shall constitute one document and agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Brian Colbert, Mayor

ATTEST:

_____
Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Stephanie Hellman, Mayor

ATTEST:

_____
Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: _____
Name: RICHARD C. SHORTALL
Title: PRESIDENT

ATTEST:

_____
Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Elizabeth Robbins, Mayor

ATTEST:

_____
Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Brian Colbert, Mayor

ATTEST:

_____
Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Stephanie Hellman, Mayor

ATTEST:

_____
Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: _____
Name: _____
Title: _____

ATTEST:

_____
Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Elizabeth Robbins, Mayor

ATTEST:

_____
Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Alexis Fineman, Mayor

ATTEST:
Carla Kaeman
_____
Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Stephanie Hellman, Mayor

ATTEST:

_____
Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: _____
Name: _____
Title: _____

ATTEST:

_____
Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Elizabeth Robbins, Mayor

ATTEST:

_____
Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Brian Colbert, Mayor

ATTEST:

_____
Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Stephanie Hellman, Mayor

ATTEST:

_____
Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: _____
Name: _____
Title: _____

ATTEST:

_____
Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Elizabeth Robbins, Mayor

ATTEST:

_____
Town Clerk

FOURTH AMENDMENT TO AMENDED AND RESTATED JOINT POWERS AGREEMENT

This Fourth Amendment to the Amended and Restated Joint Powers Agreement ("Fourth Amendment") is entered into as of July 16, 2026 (the "Fourth Amendment Effective Date"), and is made by and among the Town of Fairfax, a municipal corporation ("Fairfax"), the Town of San Anselmo, a municipal corporation ("San Anselmo"), the Sleepy Hollow Fire Protection District, an independent special district of the State of California ("Sleepy Hollow"), and the Town of Ross, a municipal corporation ("Ross"), each a "Member," and collectively referred to as the "Members."

RECITALS

A. Fairfax, San Anselmo and Sleepy Hollow entered into that certain Amended and Restated Joint Powers Agreement dated as of July 1, 2010 (the "Agreement"). All capitalized terms used herein without definition shall have the same meanings assigned to them in the Agreement.

B. The Agreement governs the operations of the Ross Valley Fire Department (the "Authority").

C. The Members entered into the First Amendment to the Amended and Restated Joint Powers Agreement, effective as of July 1, 2012 (the "First Amendment"), to (i) include Ross as a Member of the Authority; (ii) modify the composition of the Board; (iii) revise the Members' cost sharing and ownership rights; and (iv) address certain other issues agreed upon among the Members.

D. The Members entered into the Second Amendment to the Amended and Restated Joint Powers Agreement, effective as of February 13, 2014 (the "Second Amendment"), to: (i) establish a Management Committee and (ii) implement the provisions of Government Code § 54956.96, permitting the disclosure of certain closed session information in an authorized closed session of a Member.

E. The Members entered into the Third Amendment to the Amended and Restated Joint Powers Agreement effective January 1, 2022 to: (i) provide for the closure of the Ross Fire Station and (ii) allocate Authority resources, savings and costs attributable to the Ross Fire Station closure.

F. The Members desire to enter into this Fourth Amendment to the Amended and Restated Joint Powers Agreement to (i) reflect changes to Section 8.1 Members' Percentage Shares Established and (ii) reflect the actualization of the proposed changes to services levels, as outlined in Section 9.4 Certain Service Levels

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

AGREEMENT

1. Section 8.1 **Members' Percentage Shares Established** shall be deleted in its entirety and replaced with the following revised Section 8.1, **Members' Percentage Shares Established:**

"All costs shall be fairly and equitably allocated among all Members. The Members hereby acknowledge and agree that the Percentage Shares in this Section 8.1 represent such a fair and equitable allocation as of the Fourth Amendment Effective Date. As of the Fourth Amendment Effective Date, the cost sharing shall be as follows:

San Anselmo	Forty-One and Ninety-nine One-hundredths Percent (41.99%)
Fairfax	Twenty-four and Fourteen One-hundredths Percent (24.14%)
Ross	Twenty and Sixty-one One-hundredths Percent (20.61%)
Sleepy Hollow	Thirteen and Twenty-six One-hundredths Percent (13.26%)

2. Section 9.4, **Certain Service Levels,** shall be deleted in its entirety and replaced with the following revised Section 9.4**, Certain Service Levels**:

"9.4, Certain Service Levels. The Authority's three fire stations will be routinely open, fully staffed and equipped for 24-hour continuous operation by not less than three (3) full-time sworn trained firefighters at all three fire stations. Notwithstanding the foregoing, the Fire Chief shall have the sole discretion as to the most effective manner of handling and responding to calls for service. This includes positioning both equipment and staffing between and among the fire stations to meet conflicting demands. Consequently, the Members acknowledge that there may be times when equipment or personnel may not be available from all three fire stations."

3. Except as expressly modified by this Fourth Amendment, all other terms and conditions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect and binding on the parties.

4. This Fourth Amendment may be executed on behalf of the respective Members in one or more counterparts, all of which collectively shall constitute one document and agreement. An electronic signature shall be deemed a lawful signature.

5. Should any part of this Fourth Amendment be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected; and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date first written above.

TOWN OF SAN ANSELMO, a municipal corporation

By: _____
Steve Burdo, Mayor

ATTEST:

_____
Town Clerk

TOWN OF FAIRFAX, a municipal corporation

By: _____
Stephanie Hellman, Mayor

ATTEST:

_____
Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT, an independent special district of the State of California

By: _____
Name: _____
Title: _____

ATTEST:

_____
Secretary

TOWN OF ROSS, a municipal corporation

By: _____
Julie McMillan, Mayor

ATTEST:

_____
Town Clerk

Ross Valley Fire Department

3rd Amendment to the JPA
Town of Ross – Ross Fire Station Closure Savings Calculation

A. Transition of Three (3) Captain Positions to Firefighter/Paramedic			
Position	**Salary**	**Benefits**	**Total**
Captain 1	$180,873	$50,301	$231,174
Captain 2	$176,807	$49,170	$225,977
Captain 3	$172,742	$48,040	$220,782
Subtotal – Captains	**$530,422**	**$147,511**	**$677,933**

Position	Salary	Benefits	Total
Firefighter/Paramedic 1	$129,198	$23,939	$153,137
Firefighter/Paramedic 2	$129,198	$23,939	$153,137
Firefighter/Paramedic 3	$132,165	$24,426	$156,591
Subtotal – Firefighter/Paramedics	**$390,561**	**$72,304**	**$462,865**

Category A Savings	**Savings: $215,068**

B. Transition of Three (3) Engineer Positions to Firefighter/Paramedic			
Position	**Salary**	**Benefits**	**Total**
Engineer 1	$156,427	$46,240	$202,667
Engineer 2	$156,427	$46,240	$202,667
Engineer 3	$156,427	$46,240	$202,667
Subtotal – Engineers	**$469,281**	**$138,720**	**$608,001**

Position	Salary	Benefits	Total
Firefighter/Paramedic 1	$129,198	$23,939	$153,137
Firefighter/Paramedic 2	$135,625	$24,994	$160,619
Firefighter/Paramedic 3	$140,847	$25,850	$166,697
Subtotal – Firefighter/Paramedics	**$405,670**	**$74,783**	**$480,453**

Category B Savings	**Savings: $127,548**

C. Elimination of One Engine from the Vehicle Replacement Schedule	
Item	**Value**
Prepaid Engine Quote – Golden State Fire (03/01/2025)	$1,075,000
Additional Equipment to Place Engine into Service	$175,000
Total Estimated Engine Replacement Cost	**$1,250,000**
Useful Life of an Engine	20 years
Estimated Annual Cost (Cost ÷ Useful Life)	$1,250,000 ÷ 20 = $62,500
Town of Ross Funding Share (as of 7/1/2025)	23.37%

Category C Savings (Annual Cost × Town Share)	**$62,500 × 23.37% = $14,606**

Total Savings for the Town of Ross	**$357,222**

Footnote

Salary reflects Total Base Annual Salary as of 7/1/2025 (monthly base rate × 12), plus annual uniform allowance, annual education allowance, paramedic pay, holiday pay, and FLSA overtime pay. **Benefits** comprises Medicare (1.45%), PERS retirement contribution, and Retiree Health Savings (RHS) contribution. **Total** equals Salary plus Benefits for each position.

Category C (vehicle replacement) savings are calculated using a prepaid engine quote of $1,075,000 obtained from Golden State Fire on 03/01/2025, plus an estimated $175,000 in additional equipment needed to place the engine into service, for a total estimated replacement cost of $1,250,000. This cost is amortized over a 20-year useful life to arrive at an estimated annual cost of $62,500, then applying the Town of Ross's current funding formula share of 23.37% (as of 7/1/2025).

ROSS VALLEY FIRE DEPARTMENT

4th Amendment Funding Formula Sheet

Fire Service Cost by Agency

CURRENT AUTHORITY					
	San Anselmo	**Fairfax**	**Sleepy Hollow**	**Ross**	**Total**
Base Contribution	5,103,756	2,934,062	1,611,845	2,942,877	12,592,540
3rd Amendment to JPA - Ross Savings	181,244	104,155	57,217	-342,616	-
Vehicle Replacement Fund	161,943	93,098	51,144	93,378	399,563
3rd Amendment to JPA - Ross Savings	7,727	4,440	2,439	-14,606	-
Wildfire Preparedness Coordinator (10%)	6,064	4,379	1,516	1,516	13,475
Sub Total	5,460,734	3,140,134	1,724,161	2,680,549	**13,005,578**
	41.99%	24.14%	13.26%	20.61%	

PRIOR AUTHORITY					
Retirement Unfunded Liability	995,186	571,903	314,170		1,881,259
OPEB Prior Liability	27,272	15,672	8,610		51,554
Total Prior Authority	1,022,458	587,575	322,780		1,932,813
Total	**6,483,192**	**3,727,710**	**2,046,941**	**2,680,549**	**14,938,391**

25/26 contribution	**6,199,239**	**3,563,591**	**1,957,672**	**2,547,490**	**14,267,992**
Change	**283,953**	**164,119**	**89,269**	**133,059**	**670,399**
	4.58%	4.61%	4.56%	5.22%	4.70%

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 2.3

MEETING DATE: September 22, 2026

AGENDA TITLE: Approval of the FY2027-FY2031 Capital Improvement Plan (CIP)

FROM: Scott Schneider, Public Works Director
Jeff Zuba, Finance & Admin Services Director

RECOMMENDATION: That the Town Council review and approve the FY2027–FY2031 Capital Improvement Plan (CIP).

BACKGROUND

The Capital Improvement Plan (CIP) is a multi-year planning document that identifies and prioritizes the Town's infrastructure and facility needs, establishes project schedules, and matches projects with funding sources.

The Town Council approved the 5-Year Capital Improvement Program (CIP) for FY 24/25 through FY 28/29 on June 11, 2024. That CIP represented the Town's fourth comprehensive plan within the last 15 years and continued the successful record of improving the Town's infrastructure and quality of life for residents. The FY2027–FY2031 CIP now before the Town Council represents the Town's fifth such comprehensive plan.

At its February 2026 meeting, the Infrastructure and Fiscal Monitoring Committee (IFMC) directed staff to prepare a rolling five-year CIP with detailed project information for each proposed project. This draft FY2027–FY2031 CIP was provided in response to that direction.

The IFMC reviewed the draft FY2027–FY2031 CIP at its June 1, 2026, meeting and recommended it to the Planning Commission for review pursuant to California Government Code Section 65401. On July 20, 2026, the Planning Commission reviewed the draft CIP and voted unanimously to find that the draft FY2027–FY2031

CIP is in conformance with the Town General Plan. Staff now presents the draft CIP to the Town Council for approval.

This is the first year of the new rolling five-year CIP format directed by the IFMC, and its preparation, along with the IFMC and Planning Commission review process, extended beyond the Town's normal budget adoption timeline. As a result, this CIP is being brought to the Town Council for adoption in September rather than alongside the annual budget in June. The FY2027 column of the CIP reflects the capital project appropriations already approved by the Town Council as part of the FY 2026-27 budget; approval of this CIP does not modify those previously approved figures. Beginning with the FY2028-2032 CIP, staff intends to return to presenting the draft rolling five-year CIP together with the annual budget at the Town Council's first meeting in June of each year. The Town Council's consideration will occur after the CIP has undergone review by the IFMC and by the Planning Commission for conformance with the General Plan

The Town's Capital Improvement Plans over the past 15 years have been instrumental in providing a road map for projects, funding, and staffing to improve the Town's roads, buildings, parks, and other infrastructure. Notable achievements include:

- Increasing the Pavement Condition Index from the mid-50s to 75
- Improving sidewalks around many of our schools
- Renovating our parks
- Addressing long-deferred maintenance on our buildings

With the passage of Measure J in 2023, which extended and doubled the previous Measure D half-cent sales tax to a full 1-cent sales tax, the Town is well-positioned to continue major improvements on roads, buildings, and parks while also advancing active transportation, green and energy-saving infrastructure, and resilience projects.

DISCUSSION/ANALYSIS

TOWN INFRASTRUCTURE OVERVIEW

The Town maintains significant infrastructure assets:

- 20 Bridges
- Approximately 40 lane miles of road
- 6 buildings (Town Hall, Library, Isabel Cook Community Center, Robson-Harrington House, Fire Stations 19 and 20)
- 6 parks
- 3 major medians
- Traffic signals and streetlights
- Other miscellaneous infrastructure

DRAFT CIP PROJECT CATEGORIES

The draft FY2027–FY2031 CIP includes 42 projects across seven categories, as summarized below:

Paving/Streets

Staff plans for approximately $1,500,000 for paving each year, along with a biennial amount of $450,000 of crack and slurry seal projects to maintain and improve the Town's Pavement Condition Index (PCI). The slurry project has become biennial as it is more favorable in this market to have a larger scale project to make it worth bidding for contractors. Annual funding is also included for traffic signal controller box upgrades, unprogrammed paving (major pothole repair), and concrete street repair.

Active Transportation
A significant component of the CIP focuses on non-motorized forms of transportation (walking and bicycling). Staff actively seek grant funds for larger projects. Approved projects include traffic signal improvements at Sir Francis Drake Blvd. at Broadmoor Ave. and Sais Ave., Madrone Hawk, Safe Routes to Schools projects, Safe Paths projects, sidewalk gap closures, ADA improvements, trail projects, traffic calming programs, and other improvements.

Parks
Recent investments include improvements to Memorial Park Athletic fields, the main parking lot, and Millennium Playground. The planned improvements include the Memorial Park multi-use courts and Robson Carriage House Development design.

Buildings
The Town's buildings require significant maintenance and repairs to avoid more costly replacement. The 5-Year CIP includes projects funded by Measure J.

Bridges
The Town's 20 bridges, some nearly 100 years old, are maintained through regular inspections and repairs. Caltrans inspects many larger bridges every other year and may qualify for repair or replacement funds from the federal Highway Bridge Program (HBP). As programmed bridge projects progress, some require an 11% local match, which will come from Measure J and will become significant during construction phases in the latter years of the 5-Year CIP.

Stormwater/Flood Control
The Town continues to improve existing storm drains by replacing rotted corrugated metal pipe or lining pipe in danger of rotting. Additionally, the Town faces regulations from the State Stormwater Permit requiring filtering of trash and debris smaller than 5 millimeters from stormwater in downtown and high-density housing areas. Over the next 5 years, trash capture devices will be installed inside storm drain catch basins in several areas of Town.

Drought/Climate/Solar
The Town has completed well improvements at Memorial Park and Creek Park, reducing reliance on domestic water for irrigation at those locations. A key remaining priority is replacing the well water supply line from Creek Park to the Red Hill Avenue median, as the existing line has failed and the Town is currently relying on domestic water from MMWD to irrigate the median. The Town has also been successful in obtaining grants for Electric Vehicle (EV) charging stations at parking lots and parks. A resiliency hub is nearing completion at Town Hall, with solar panels and batteries to allow normal Town functions during power outages.

CURRENT PROJECT STATUS
Public Works is currently working on numerous projects, including:

- Firehouse 20 Landscaping
- Isabel Cook Community Center Windows
- Isabel Cook Community Center Painting
- 26-27 Pavement Project
- 26-27 Slurry
- Town parking lots EV charging
- Sequoia Safe Routes to School Project
- Memorial Park Multi-Use Courts

FLEXIBILITY AND ADAPTABILITY
The 5-Year CIP is intended to be a fluid and flexible planning document, not a fixed commitment. It requires flexibility to respond to changing conditions, including the ability to shift projects between years, adjust scope, or re-sequence priorities as project priorities are updated and as funding availability for specific projects becomes clearer. Projects may be modified due to various factors including:

- Critical needs in certain streets or buildings
- Conflicts with, or coordination requirements involving, utility companies (Ross Valley Sanitary District, Marin Municipal Water District, AT&T, PG&E) or other projects
- Emergency situations, including natural disasters and other unforeseen events
- Availability of grants and other funding sources

COMPLETE STREETS AND ADA COMPLIANCE
Many projects must follow the Town's adopted Complete Streets Policy, which considers all modes of transportation, including vehicles, mass transit, bicyclists, and pedestrians, in the design. Projects also conform to ADA requirements and the Town's ADA transition plan.

FISCAL IMPACT
The overall fiscal impact is determined each year as CIP projects are reviewed and approved by the Town Council. Funds come from grants, Road Impact Fees, local Measure AA funds, state SB1 funds, the Road Maintenance Budget, Measure J, and the General Fund.

In total, the FY2027–FY2031 CIP includes 42 projects across seven categories, representing an investment of approximately $20.2 million over the five-year period. The FY2027 figures reflect amounts already approved by the Town Council in the FY 2026-27 budget; figures for FY2028 through FY2031 are planning-level estimates that will be refined and brought forward for approval in future annual budgets. The table below summarizes the CIP's five-year funding by source.

Funding Source	5-Year Total
Active Transportation Fund	$350,000
Grants Fund	$2,959,142
Measure A – Parks and Open Space Sales Tax	$290,000
Measure J Fund	$7,915,128
Park Improvement Fund	$755,000
Recreation Fund	$100,000
Road Maintenance Fund	$7,800,000
Unassigned / Other	$36,000
Grand Total	**$20,205,270**

CONCLUSION
With the required IFMC and Planning Commission reviews complete, staff is presenting the draft FY2027–FY2031 CIP to the Town Council for approval.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY
The Council's approval of the FY2027-2031 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).

Climate Action Plan consistency will be considered as projects contemplated by the CIP are brought to the Town Council for approval.

ATTACHMENT

Attachment 1 – Draft FY2027–FY2031 Capital Improvement Plan (CIP)



SAN ANSELMO LIBRARY



FIRE STATION 20



ISABEL COOK COMMUNITY CENTER



CLIMATE ACTION

TOWN OF
San Anselmo
CALIFORNIA · MARIN COUNTY

OFFICIAL PLANNING DOCUMENT

Capital Improvement Plan

FY2027 – FY2031

42	~$20M	5	8
PROJECTS	INVESTMENT	YEARS	CATEGORIES

STREETS · BRIDGES · PARKS & RECREATION · ACTIVE TRANSPORTATION · BUILDINGS · STORM DRAINAGE · FIRE SERVICES · DROUGHT/CLIMATE/SOLAR



STREET RESURFACING



PARK IMPROVEMENTS



MEMORIAL PARK



ACTIVE TRANSPORTATION

FY2027 thru FY2031

Capital Improvement Plan

San Anselmo, CA

DOCUMENT GUIDE

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4	Projects by Funding Source	*Summary of all capital projects organized by funding source*
6	Project Detail	*Individual project descriptions, schedules, expenditures, and funding sources for each capital project*
45	Unfunded Projects	*Projects identified as priorities that do not have committed funding sources within the FY2027–FY2031 plan period*
47	On-Going Programs	*Recurring Public Works functions performed on a continuous basis, not budgeted as discrete capital projects*

2027 through 2031

Capital Improvement Plan

San Anselmo, CA

Projects By Category

Category	Project #	Priority	2027	2028	2029	2030	2031	Total
Active Transportation								
Bike Racks/Lockers	*5003*	1	5,000	5,000	5,000	5,000	5,000	**25,000**
Butterfield Rd Safe Routes Sidewalk	*5008*	1	150,000	750,000				**900,000**
Creek Park Contraflow Bike Lane Design	*5001*	1	256,142					**256,142**
Madrone Ave Hawk	*5013*	1	40,000	160,000				**200,000**
Sequoia Park Safe Routes #2	*5014*	1		135,000				**135,000**
Sequoia Park Safe Routes #3 Paving	*5015*	1	75,000					**75,000**
Sequoia Park Safe Routes to Schools #1 & #3	*5017*	1	1,500,000					**1,500,000**
SFD/Sais/Sunnyhills Traffic Signal	*5006*	1	100,000	600,000				**700,000**
Sidewalk Gap Closure Program	*5002*	1	193,000					**193,000**
Traffic Calming Program	*5000*	1	30,000	30,000	30,000	30,000	30,000	**150,000**
Active Transportation Total			**2,349,142**	**1,680,000**	**35,000**	**35,000**	**35,000**	**4,134,142**
Bridges								
Bridge Ave Bridge	*1007*	3	12,000	12,000		12,000	12,000	**48,000**
Bridge Preventative Maintenance Program	*1004*	3	40,000	40,000	40,000	40,000	40,000	**200,000**
Center Blvd Bridge	*1008*	3	12,000	12,000	12,000	12,000	12,000	**60,000**
Nokomis Ave Bridge	*1006*	3	231,600	95,500				**327,100**
Bridges Total			**295,600**	**159,500**	**52,000**	**64,000**	**64,000**	**635,100**
Buildings								
Fire Station 20 Landscaping	*3019*	1	75,000					**75,000**
Fire Station 20 Remodel	*3001*	2	125,000					**125,000**
Isabel Cook Center Center Paint	*3004*	2	295,600					**295,600**
Isabel Cook Community Center Tam Room/Gym HVAC	*3016*	1	180,000					**180,000**
Library Service Desk	*3017*	1		30,000				**30,000**
Library Windows Daylighting	*3018*			50,000				**50,000**
Buildings Total			**675,600**	**80,000**	**0**	**0**	**0**	**755,600**
Drought/Climate/Solar								
Red Hill Well Water Line	*4004*	1	175,000					**175,000**
Drought/Climate/Solar Total			**175,000**	**0**	**0**	**0**	**0**	**175,000**
Fire								
3-Person Engine Company Personnel	*8002*	1	291,133	302,439	314,536	327,118	340,202	**1,575,428**
Fire Total			**291,133**	**302,439**	**314,536**	**327,118**	**340,202**	**1,575,428**
Park Improvements								
Creek Park	*2009*	1	50,000					**50,000**
Hilldale Park - Phase 2 Playground	*2000*	3	55,000					**55,000**
Lansdale Park Parking Lot	*1019*	3		75,000				**75,000**
Memorial Park Multi-Purpose Courts	*2008*	1	865,000					**865,000**
Millennium Park Waste Line	*2011*	1		40,000				**40,000**
Robson Carriage House Development Design	*2007*			250,000				**250,000**
Snack Shack Water Line	*2010*	1	40,000					**40,000**

Category	Project #	Priority	2027	2028	2029	2030	2031	Total
Sorich Park Parking Lot ADA Parking	*1010*	3		35,000				**35,000**
Park Improvements Total			**1,010,000**	**400,000**	**0**	**0**	**0**	**1,410,000**
Storm Sewer/Drainage								
Memorial Park Stormdrain Culvert Lining	*4003*	3		100,000				**100,000**
State Stormwater Permit Trash Regulations	*4002*	1				500,000		**500,000**
Storm Sewer/Drainage Total			**0**	**100,000**	**0**	**500,000**	**0**	**600,000**
Streets								
Annual Street Resurfacing	*1000*	1	1,200,000	1,430,000	1,430,000	1,430,000	1,430,000	**6,920,000**
Annual Street Resurfacing Design	*1000A*	1	200,000	200,000	150,000	150,000	150,000	**850,000**
Biennial Crack Seal	*1002*	1	30,000	0	50,000	0	50,000	**130,000**
Biennial Slurry Seal	*1001*	1	330,000	0	450,000	0	450,000	**1,230,000**
Concrete Street Repair	*1014*	11	50,000	50,000	50,000	50,000	50,000	**250,000**
ICC Parking Lot Patching	*1018*	1	40,000					**40,000**
Traffic Signal Controller Boxes	*1013*	11	50,000	50,000	50,000	50,000	50,000	**250,000**
Unprogrammed Street Paving & Drainage	*8000*	1	250,000	250,000	250,000	250,000	250,000	**1,250,000**
Streets Total			**2,150,000**	**1,980,000**	**2,430,000**	**1,930,000**	**2,430,000**	**10,920,000**
GRAND TOTAL			**6,946,475**	**4,701,939**	**2,831,536**	**2,856,118**	**2,869,202**	**20,205,270**

2027 through 2031

Capital Improvement Plan

San Anselmo, CA

Projects By Funding Source

Source	Project #	Priority	2027	2028	2029	2030	2031	Total
Active Transportation Fund								
Bike Racks/Lockers	*5003*	1	5,000	5,000	5,000	5,000	5,000	**25,000**
Sequoia Park Safe Routes #2	*5014*	1		90,000				**90,000**
SFD/Sais/Sunnyhills Traffic Signal	*5006*	1	85,000					**85,000**
Traffic Calming Program	*5000*	1	30,000	30,000	30,000	30,000	30,000	**150,000**
Active Transportation Fund Total			**120,000**	**125,000**	**35,000**	**35,000**	**35,000**	**350,000**
Grants Fund								
Butterfield Rd Safe Routes Sidewalk	*5008*	1	150,000	750,000				**900,000**
Creek Park Contraflow Bike Lane Design	*5001*	1	166,142					**166,142**
Madrone Ave Hawk	*5013*	1	40,000	160,000				**200,000**
Sequoia Park Safe Routes to Schools #1 & #3	*5017*	1	1,500,000					**1,500,000**
Sidewalk Gap Closure Program	*5002*	1	193,000					**193,000**
Grants Fund Total			**2,049,142**	**910,000**	**0**	**0**	**0**	**2,959,142**
Measure A - Parks and Open Space Sales Tax								
Memorial Park Multi-Purpose Courts	*2008*	1	290,000					**290,000**
Measure A - Parks and Open Space Sales Tax Total			**290,000**	**0**	**0**	**0**	**0**	**290,000**
Measure J Fund								
3-Person Engine Company Personnel	*8002*	1	291,133	302,439	314,536	327,118	340,202	**1,575,428**
Annual Street Resurfacing	*1000*	1	50,000	200,000	200,000	200,000	200,000	**850,000**
Annual Street Resurfacing Design	*1000A*	1	200,000	200,000	150,000	150,000	150,000	**850,000**
Biennial Crack Seal	*1002*	1	30,000	0	50,000	0	50,000	**130,000**
Biennial Slurry Seal	*1001*	1	100,000	0	450,000	0	450,000	**1,000,000**
Bridge Ave Bridge	*1007*	3	12,000	12,000		12,000	12,000	**48,000**
Bridge Preventative Maintenance Program	*1004*	3	40,000	40,000	40,000	40,000	40,000	**200,000**
Center Blvd Bridge	*1008*	3	12,000	12,000				**24,000**
Concrete Street Repair	*1014*	11	50,000	50,000	50,000	50,000	50,000	**250,000**
Creek Park	*2009*	1	50,000					**50,000**
Creek Park Contraflow Bike Lane Design	*5001*	1	90,000					**90,000**
Fire Station 20 Landscaping	*3019*	1	75,000					**75,000**
Fire Station 20 Remodel	*3001*	2	125,000					**125,000**
ICC Parking Lot Patching	*1018*	1	40,000					**40,000**
Isabel Cook Center Center Paint	*3004*	2	195,600					**195,600**
Isabel Cook Community Center Tam Room/Gym HVAC	*3016*	1	180,000					**180,000**
Lansdale Park Parking Lot	*1019*	3		75,000				**75,000**
Library Service Desk	*3017*	1		30,000				**30,000**
Library Windows Daylighting	*3018*			50,000				**50,000**
Memorial Park Multi-Purpose Courts	*2008*	1	125,000					**125,000**

Source	Project #	Priority	2027	2028	2029	2030	2031	Total
Memorial Park Stormdrain Culvert Lining	*4003*	3		100,000				**100,000**
Millennium Park Waste Line	*2011*	1		40,000				**40,000**
Nokomis Ave Bridge	*1006*	3	231,600	95,500				**327,100**
Red Hill Well Water Line	*4004*	1	175,000					**175,000**
Sequoia Park Safe Routes #2	*5014*	1		45,000				**45,000**
Sequoia Park Safe Routes #3 Paving	*5015*	1	75,000					**75,000**
SFD/Sais/Sunnyhills Traffic Signal	*5006*	1	15,000	600,000				**615,000**
Snack Shack Water Line	*2010*	1	40,000					**40,000**
Sorich Park Parking Lot ADA Parking	*1010*	3		35,000				**35,000**
Unprogrammed Street Paving & Drainage	*8000*	1	100,000	100,000	100,000	100,000	100,000	**500,000**
Measure J Fund Total			**2,302,333**	**1,986,939**	**1,354,536**	**879,118**	**1,392,202**	**7,915,128**

Park Improvement Fund

Hilldale Park - Phase 2 Playground	*2000*	3	55,000					**55,000**
Memorial Park Multi-Purpose Courts	*2008*	1	450,000					**450,000**
Robson Carriage House Development Design	*2007*			250,000				**250,000**
Park Improvement Fund Total			**505,000**	**250,000**	**0**	**0**	**0**	**755,000**

Recreation Fund

Isabel Cook Center Center Paint	*3004*	2	100,000					**100,000**
Recreation Fund Total			**100,000**	**0**	**0**	**0**	**0**	**100,000**

Road Maintenance Fund

Annual Street Resurfacing	*1000*	1	1,150,000	1,230,000	1,230,000	1,230,000	1,230,000	**6,070,000**
Biennial Slurry Seal	*1001*	1	230,000					**230,000**
State Stormwater Permit Trash Regulations	*4002*	1				500,000		**500,000**
Traffic Signal Controller Boxes	*1013*	11	50,000	50,000	50,000	50,000	50,000	**250,000**
Unprogrammed Street Paving & Drainage	*8000*	1	150,000	150,000	150,000	150,000	150,000	**750,000**
Road Maintenance Fund Total			**1,580,000**	**1,430,000**	**1,430,000**	**1,930,000**	**1,430,000**	**7,800,000**

None

Center Blvd Bridge	*1008*	3			12,000	12,000	12,000	**36,000**
None Total			**0**	**0**	**12,000**	**12,000**	**12,000**	**36,000**

GRAND TOTAL			**6,946,475**	**4,701,939**	**2,831,536**	**2,856,118**	**2,869,202**	**20,205,270**

Capital Improvement Plan

San Anselmo, CA

Project #	1000
Project Name	Annual Street Resurfacing

Total Project Cost	$8,150,000	Department	Public Works Department
Type	Improvement	Category	Streets
Priority	1 Critical	Status	Active
Useful Life	20 years		

Description

The Annual Street Resurfacing project is a preventive and corrective pavement maintenance program aimed at restoring deteriorated roadway surfaces across the town's street network. Each year, streets are evaluated and selected based on pavement condition assessments, ride quality, and overall infrastructure need. Selected roadways undergo surface preparation including crack repair, pothole patching, and milling of the existing asphalt followed by the application of a new asphalt overlay. This process restores structural integrity, improves drainage, enhances ride quality, and extends the useful life of the pavement.

Life to Date Budget Utilization

$0 of $8,150,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
1,230,000	Construction/Maintenance	1,200,000	1,430,000	1,430,000	1,430,000	1,430,000	**6,920,000**	0
	Total	**1,200,000**	**1,430,000**	**1,430,000**	**1,430,000**	**1,430,000**	**6,920,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
1,230,000	Road Maintenance Fund	1,150,000	1,230,000	1,230,000	1,230,000	1,230,000	**6,070,000**	0
	Measure J Fund	50,000	200,000	200,000	200,000	200,000	**850,000**	
	Total	**1,200,000**	**1,430,000**	**1,430,000**	**1,430,000**	**1,430,000**	**6,920,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	1000A
Project Name	Annual Street Resurfacing Design

Total Project Cost	$1,250,000	Department	Public Works Department
Type	Improvement	Category	Streets
Priority	1 Critical	Status	Active
Useful Life	20 years		

Description

This project provides engineering design services for the Town's annual pavement rehabilitation program. Work includes a limited topographic survey of the designated project areas, mapping key features such as gutter lines, roadway crown, edge of pavement, manholes, cleanouts, and utility appurtenances at 50-foot intervals and grade breaks. Field measurements will be collected using D-GPS or robotic total stations where needed, and all mapping will be prepared in AutoCAD Civil 3D referenced to the California Coordinate System, NAD83/NAVD88 datum. Underground utilities will be mapped using available record information and surface shots. Construction plans and an engineer's cost estimate will be prepared for all identified project areas.

Life to Date Budget Utilization

$0 of $1,250,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
400,000	Planning/Design	200,000	200,000	150,000	150,000	150,000	**850,000**	0
	Total	**200,000**	**200,000**	**150,000**	**150,000**	**150,000**	**850,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
400,000	Measure J Fund	200,000	200,000	150,000	150,000	150,000	**850,000**	0
	Total	**200,000**	**200,000**	**150,000**	**150,000**	**150,000**	**850,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	1001
Project Name	Biennial Slurry Seal

Total Project Cost	$1,430,000	Department	Public Works Department
Type	Improvement	Category	Streets
Priority	1 Critical	Status	Active
Useful Life	20 years		

Description

The scope of work includes applying a thick protective coating to streets to improve their ridabiity and extend their life. This work includes, but is not limited to, implementation of storm water pollution and prevention; traffic control; applying asphalt slurry seal; applying striping, markers, crosswalks and legends; and all other work related to protecting the roadway surface and restoring the street striping, and installing new striping.

Preventative maintenance includes crack sealing and slurry sealing that is performed on a street or road that is in good condition to extend the life of the pavement. The Pavement Condition Index (PCI) is a rating from 1 to 100 that is based on an inspection of a road for several pavement distresses. Slurry seal is typically applied to streets with a PCI between 70 and 90.

Slurry seal typically costs about 1/10 of the cost to repave a street. Ideally, a newly paved street will be slurry sealed every 5 to 7 years (up to three times), then allowed to deteriorate to a PCI of 55 or 65, followed by a thin pavement overlay. Without a sufficient budget, most agencies don't have the luxury of repaving a street with a 65 PCI when portions of the network are in much worse condition. One of the best ways to increase the 'bang for the buck' of a pavement network is to inexpensively slurry seal the streets in good condition to increase their life, while simultaneously focusing on fixing the more expensive streets with pavement overlays or reconstruction.

Life to Date Budget Utilization

$0 of $1,430,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
200,000	Construction/Maintenance	330,000	0	450,000	0	450,000	**1,230,000**	0
	Total	**330,000**	**0**	**450,000**	**0**	**450,000**	**1,230,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
200,000	Measure J Fund	100,000	0	450,000	0	450,000	**1,000,000**	0
	Road Maintenance Fund	230,000	0	0	0	0	**230,000**	
	Total	**330,000**	**0**	**450,000**	**0**	**450,000**	**1,230,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	1002
Project Name	Biennial Crack Seal

Total Project Cost	$230,000	Department	Public Works Department
Type	Improvement	Category	Streets
Priority	1 Critical	Status	Active
Useful Life	5 years		

Description

Annual Crack Seal project is a routine pavement maintenance program designed to extend the service life of roadways by sealing surface cracks before water infiltration and debris cause further deterioration. Each year, targeted road segments are inspected and prioritized based on crack severity, pavement condition index (PCI), and traffic volume. Hot-applied rubberized sealant is applied to identified cracks to prevent moisture from penetrating the base layers, reducing the risk of pothole formation, structural failure, and costly reconstruction. This proactive, cost-effective maintenance strategy helps preserve infrastructure investment, improve ride quality, and ensure safer roadway conditions for the traveling public.

Life to Date Budget Utilization

$0 of $230,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
100,000	Construction/Maintenance	30,000	0	50,000	0	50,000	**130,000**	0
	Total	**30,000**	**0**	**50,000**	**0**	**50,000**	**130,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
100,000	Measure J Fund	30,000	0	50,000	0	50,000	**130,000**	0
	Total	**30,000**	**0**	**50,000**	**0**	**50,000**	**130,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	1004
Project Name	Bridge Preventative Maintenance Program

Total Project Cost	$240,000	Department	Public Works Department
Type	Improvement	Category	Bridges
Priority	3 Important	Status	Active
Useful Life	20 years		

Description

The Bridge Preventive Maintenance Program focuses on three main types of repairs. Bridge decks are restored by removing old asphalt concrete, sealing the surface with methacrylate, and applying a polyester concrete overlay. Deteriorated joint seals are replaced at bridge ends, with old rubber seals removed and new rubber or pourable seals installed in the expansion gaps. Where structural deterioration is found, repairs are made through conventional epoxy grout patching or the application of carbon fiber wraps bonded to the structure with special epoxy compounds.

The funding for Bridge Preventive Maintenance Program is split between Caltrans and the Town.

Life to Date Budget Utilization

$0 of $240,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
40,000	Construction/Maintenance	40,000	40,000	40,000	40,000	40,000	**200,000**	0
	Total	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**200,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
40,000	Measure J Fund	40,000	40,000	40,000	40,000	40,000	**200,000**	0
	Total	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**200,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	1006
Project Name	Nokomis Ave Bridge

Total Project Cost	$327,100	Department	Public Works Department
Type	Improvement	Category	Bridges
Priority	3 Important	Status	Active
Useful Life	20 years		

Description

The Nokomis Avenue Bridge over San Anselmo Creek was built in 1930. The existing four-span bridge carries two narrow lanes of traffic and is supported by concrete abutments at each end of the bridge. Nokomis Avenue is an urban local roadway providing connectivity for residents to the surrounding neighborhood and Sir Francis Drake Boulevard, a primary thoroughfare providing access into downtown San Anselmo and the greater North Bay area. To help meet key project objectives, while minimizing environmental impacts, several bridge design alternatives will be selected and reviewed with the community at public meetings. Based on Highway Bridge Fund criteria and environmental impacts, this project will include repair of one of the bridge abutments to address scour damage, and the bridge will not need to be replaced. The Nokomis Avenue Bridge is on the National Bridge Inventory and is funded by the federal Highway Bridge Program. Funding in 2027 and 2028 will fund environmental review for CEQA and NEPA. The cost for final design and construction will be covered by the Highway Bridge Program.

Life to Date Budget Utilization

$0 of $327,100 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Planning/Design	231,600	95,500	0	0	0	**327,100**	0
	Total	**231,600**	**95,500**	**0**	**0**	**0**	**327,100**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	231,600	95,500	0	0	0	**327,100**	0
	Total	**231,600**	**95,500**	**0**	**0**	**0**	**327,100**	

Capital Improvement Plan

San Anselmo, CA

Project #	1007
Project Name	Bridge Ave Bridge

Total Project Cost	$72,000	Department	Public Works Department
Type	Improvement	Category	Bridges
Priority	3 Important	Status	Active
Useful Life	20 years		

Description

The Bridge Avenue Bridge Replacement Project involves the replacement of the existing Bridge Avenue bridge over San Anselmo Creek. The project is closely coordinated with the adjacent Center Boulevard Bridge replacement, as a feasibility study submitted to Caltrans in March 2016 identified both structures as candidates to be replaced by a single new bridge spanning the southwest corner of the Center Boulevard and Bridge Avenue intersection.

Life to Date Budget Utilization

$0 of $72,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
24,000	Construction/Maintenance	12,000	12,000	0	12,000	12,000	**48,000**	0
	Total	**12,000**	**12,000**	**0**	**12,000**	**12,000**	**48,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
24,000	Measure J Fund	12,000	12,000	0	12,000	12,000	**48,000**	0
	Total	**12,000**	**12,000**	**0**	**12,000**	**12,000**	**48,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	1008
Project Name	Center Blvd Bridge

Total Project Cost	$84,000	Department	Public Works Department
Type	Improvement	Category	Bridges
Priority	3 Important	Status	Active
Useful Life	20 years		

Description

The Center Boulevard Bridge over San Anselmo Creek was built in 1940. The existing three span girder bridge carries two narrow lanes of traffic and is supported by concrete abutments and pier walls. Center Boulevard is classified as a principal arterial roadway, providing direct access for local residents traveling into downtown San Anselmo and connectivity to other regional thoroughfares. To help meet key project objectives, while minimizing environmental impacts, several bridge design alternatives will be selected and reviewed with the community at public meetings. The bridge design will need to be consistent with the existing roadway classification and the Town's complete streets policy. The Center Boulevard Bridge is on the National Bridge Inventory and is funded in part by the federal Highway Bridge Program (88.53%) with matching local funds (11.47%).

Life to Date Budget Utilization

$0 of $84,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
24,000	Unassigned Expenditure	0	0	12,000	12,000	12,000	**36,000**	0
	Construction/Maintenance	12,000	12,000	0	0	0	**24,000**	
	Total	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**60,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
24,000	Unassigned Funding	0	0	12,000	12,000	12,000	**36,000**	0
	Measure J Fund	12,000	12,000	0	0	0	**24,000**	
	Total	**12,000**	**12,000**	**12,000**	**12,000**	**12,000**	**60,000**	

2027 thru 2031

Capital Improvement Plan

San Anselmo, CA

Project #	1010
Project Name	Sorich Park Parking Lot ADA Parking

Total Project Cost	$35,000	Department	Public Works Department
Type	Improvement	Category	Park Improvements
Priority	3 Important	Status	Active
Useful Life	20 years		

Description

The Sorich Park Parking Lot project involves the construction of a ADA parking in the gravel lot, to serve park visitors, required signage and access aisle. Work includes site preparation, grading, and compaction of subgrade, installation of aggregate base course, and placement of concrete pavement. The project also includes construction of appropriate drainage features, pavement striping, and installation of ADA-compliant signage and any required curbing, ramps, or accessible pathways connecting the ADA space to the park entrance or accessible route.

Life to Date Budget Utilization

$0 of $35,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	0	35,000	0	0	0	**35,000**	0
	Total	**0**	**35,000**	**0**	**0**	**0**	**35,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	0	35,000	0	0	0	**35,000**	0
	Total	**0**	**35,000**	**0**	**0**	**0**	**35,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	1013
Project Name	Traffic Signal Controller Boxes

Total Project Cost	$345,000	Department	Public Works Department
Type	Unassigned	Category	Streets
Priority	n/a	Status	Active

Description

This project provides for the replacement of deteriorating traffic signal controller enclosures at intersections throughout the Town. The existing boxes have aged beyond their useful life and are subject to corrosion, water intrusion, and physical deterioration that compromises the protection of the signal equipment housed within. Replacement enclosures will ensure the recently upgraded signal controllers are properly protected from the elements, extending equipment life and reducing the risk of signal outages due to enclosure failure.

Life to Date Budget Utilization

$0 of $345,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
95,000	Construction/Maintenance	50,000	50,000	50,000	50,000	50,000	**250,000**	0
	Total	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**250,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
95,000	Road Maintenance Fund	50,000	50,000	50,000	50,000	50,000	**250,000**	0
	Total	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**250,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	1014
Project Name	Concrete Street Repair

Total Project Cost	$350,000	Department	Public Works Department
Type	Unassigned	Category	Streets
Priority	n/a	Status	Active

Description

The Concrete Street Repair project involves the repair and replacement of deteriorated concrete pavement along a street in the Town of San Anselmo. Concrete pavement can deteriorate over time due to factors such as tree root intrusion, settlement, cracking, and general wear, creating safety hazards for pedestrians, cyclists, and motorists and leading to more significant damage if left unaddressed.Although concrete pavement is more expensive than asphalt, it has a much longer service life.

Life to Date Budget Utilization

$0 of $350,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
100,000	Construction/Maintenance	50,000	50,000	50,000	50,000	50,000	**250,000**	0
	Total	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**250,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
100,000	Measure J Fund	50,000	50,000	50,000	50,000	50,000	**250,000**	0
	Total	**50,000**	**50,000**	**50,000**	**50,000**	**50,000**	**250,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	1018
Project Name	ICC Parking Lot Patching

Total Project Cost	$40,000	Department	Public Works Department
Type	Improvement	Category	Streets
Priority	1 Critical		

Description

The Isabel Cook Community Center Parking Lot Patching project involves the repair of deteriorated asphalt surfaces in the parking lot serving the Isabel Cook Community Center complex at 1000 Sir Francis Drake Boulevard. Over time, the parking lot surface has developed cracks, potholes, and areas of pavement failure due to weathering, age, and regular use. Left unaddressed, these deficiencies pose safety hazards to pedestrians and vehicles and can lead to more extensive and costly damage.

Life to Date Budget Utilization

$0 of $40,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	40,000	0	0	0	0	**40,000**	0
	Total	**40,000**	**0**	**0**	**0**	**0**	40,000	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	40,000	0	0	0	0	**40,000**	0
	Total	**40,000**	**0**	**0**	**0**	**0**	40,000	

2027 thru 2031

Capital Improvement Plan

San Anselmo, CA

Project #	1019
Project Name	Lansdale Park Parking Lot

Total Project Cost	$75,000	Department	Public Works Department
Type	Improvement	Category	Park Improvements
Priority	3 Important	Status	Active
Useful Life	20 years		

Description

The Lansdale Park Parking Lot project involves the construction of a paved parking lot to serve park visitors, including the installation of a compliant Americans with Disabilities Act (ADA) accessible parking space with required signage and access aisle. Work includes site preparation, grading, and compaction of subgrade, installation of aggregate base course, and placement of asphalt pavement. The project also includes construction of appropriate drainage features, pavement striping, and installation of ADA-compliant signage and any required curbing, ramps, or accessible pathways connecting the ADA space to the park entrance or accessible route.

Life to Date Budget Utilization

$0 of $75,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	0	75,000	0	0	0	**75,000**	0
	Total	**0**	**75,000**	**0**	**0**	**0**	**75,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	0	75,000	0	0	0	**75,000**	0
	Total	**0**	**75,000**	**0**	**0**	**0**	**75,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	2000
Project Name	Hilldale Park - Phase 2 Playground

Total Project Cost	$55,000	Department	Parks and Recreation
Type	Improvement	Category	Park Improvements
Priority	3 Important	Status	Active
Useful Life	20 years		

Description

The Hilldale Pocket Park Phase 2 project represents the next stage of development for Hilldale Park, the Town of San Anselmo's newest neighborhood park located at 96 Hilldale Drive. Phase 1 of the park, which opened in 2023, successfully transformed a formerly underused dead end court into a welcoming community space featuring picnic tables with umbrellas, a walking path, and drought resistant landscaping.

Phase 2 focuses on the installation of creative play features and additional improvements to enhance the park's accessibility, seating, and overall usability for the surrounding neighborhood and broader community. The Town engaged landscape design firm Scientific Art Studio to help develop conceptual plans for the play element, and has conducted extensive community outreach to guide Phase 2 design decisions, including two community meetings held in December 2023 and September 2024, as well as a community survey in October 2024.

Life to Date Budget Utilization

$0 of $55,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	55,000	0	0	0	0	**55,000**	0
	Total	**55,000**	**0**	**0**	**0**	**0**	**55,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Park Improvement Fund	55,000	0	0	0	0	**55,000**	0
	Total	**55,000**	**0**	**0**	**0**	**0**	**55,000**	

Budget Impact

Additional staff and maintenance costs will be necessary due to added facility. Lower insurance rates may result, however, due to less personal injury risk.

Capital Improvement Plan

San Anselmo, CA

Project #	2007
Project Name	Robson Carriage House Development Design

Total Project Cost	$250,000	Department	Public Works Department
Type	Improvement	Category	Park Improvements

Description

Through a vigorous public process, this project will scope the proposed improvements in upper Robson Park, and may include removal of the existing carriage house structure, and may include a playground, restrooms, and/or other amenities the community finds important.

Life to Date Budget Utilization

$0 of $250,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Planning/Design	0	250,000	0	0	0	**250,000**	0
	Total	**0**	**250,000**	**0**	**0**	**0**	**250,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Park Improvement Fund	0	250,000	0	0	0	**250,000**	0
	Total	**0**	**250,000**	**0**	**0**	**0**	**250,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	2008
Project Name	Memorial Park Multi-Purpose Courts

Total Project Cost	$937,000	Department	Parks and Recreation
Type	Improvement	Category	Park Improvements
Priority	1 Critical	Status	Active
Useful Life	10 years		

Description

The Memorial Park Tennis Court Replacement project addresses the aging condition of the existing tennis courts at Memorial Park, the Town of San Anselmo's primary community park located off Sunny Hills Drive. The tennis courts have deteriorated over time and are in need of replacement to restore safe, functional, and high quality recreational facilities for residents of all ages.

Life to Date Budget Utilization

$0 of $937,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
72,000	Construction/Maintenance	865,000	0	0	0	0	**865,000**	0
	Total	**865,000**	**0**	**0**	**0**	**0**	**865,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
72,000	Park Improvement Fund	450,000	0	0	0	0	**450,000**	0
	Measure A - Parks and Open Space Sales Tax	290,000	0	0	0	0	**290,000**	
	Measure J Fund	125,000	0	0	0	0	**125,000**	
	Total	**865,000**	**0**	**0**	**0**	**0**	**865,000**	

2027 thru 2031

Capital Improvement Plan

San Anselmo, CA

Project #	2009
Project Name	Creek Park

Total Project Cost	$50,000	Department	Public Works Department
Type	Improvement	Category	Park Improvements
Priority	1 Critical		

Description

This project includes repairs to the existing wood parklet to keep the area safe until the Creek Park project is completed.

Life to Date Budget Utilization

$0 of $50,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	50,000	0	0	0	0	**50,000**	0
	Total	**50,000**	**0**	**0**	**0**	**0**	**50,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	50,000	0	0	0	0	**50,000**	0
	Total	**50,000**	**0**	**0**	**0**	**0**	**50,000**	

2027 thru 2031

Capital Improvement Plan

San Anselmo, CA

Project #	2010
Project Name	Snack Shack Water Line

Total Project Cost	$40,000	Contact	Public Works Director
Department	Public Works Department	Type	Improvement
Category	Park Improvements	Priority	1 Critical

Description

The aging galvanized steel water line to the snack shack is failing and needs replacement.

Life to Date Budget Utilization

$0 of $40,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	40,000	0	0	0	0	**40,000**	0
	Total	**40,000**	**0**	**0**	**0**	**0**	**40,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	40,000	0	0	0	0	**40,000**	0
	Total	**40,000**	**0**	**0**	**0**	**0**	**40,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	2011
Project Name	Millennium Park Waste Line

Total Project Cost	$40,000	Contact	Public Works Director
Department	Public Works Department	Type	Improvement
Category	Park Improvements	Priority	1 Critical

Description

This project includes relocation of the existing drinking founation near the Millenium Playground entrance, including the drain line connection to the existing sewer system.

Life to Date Budget Utilization

$0 of $40,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	0	40,000	0	0	0	**40,000**	0
	Total	**0**	**40,000**	**0**	**0**	**0**	**40,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	0	40,000	0	0	0	**40,000**	0
	Total	**0**	**40,000**	**0**	**0**	**0**	**40,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	3001
Project Name	Fire Station 20 Remodel

Total Project Cost	$3,875,000	Department	Fire Department
Type	Improvement	Category	Buildings
Priority	2 Very Important	Status	Active
Useful Life	20 years		

Description

This project provided for the reconstruction of Fire Station 20, located at 160 Butterfield Road, to replace the aging facility with a modern, seismically sound station that meets current building and fire service standards. The project addressed structural, life-safety, and operational deficiencies in the former facility and included a full rebuild of the station to support Ross Valley Fire Department operations.

Life to Date Budget Utilization

$0 of $3,875,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
3,750,000	Construction/Maintenance	125,000	0	0	0	0	**125,000**	0
	Total	**125,000**	**0**	**0**	**0**	**0**	**125,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
3,750,000	Measure J Fund	125,000	0	0	0	0	**125,000**	0
	Total	**125,000**	**0**	**0**	**0**	**0**	**125,000**	

Budget Impact

None.

Capital Improvement Plan

San Anselmo, CA

Project #	3004
Project Name	Isabel Cook Center Center Paint

Total Project Cost	$295,600	Department	Parks and Recreation
Type	Improvement	Category	Buildings
Priority	2 Very Important	Status	Active
Useful Life	40 years		

Description

The Isabel Cook Community Center Exterior Painting project involves the exterior repainting of three buildings comprising the Isabel Cook Community Center complex, located at 1000 Sir Francis Drake Boulevard in San Anselmo. Over time, exterior paint surfaces deteriorate due to weathering, UV exposure, and moisture, diminishing the appearance of the facility and leaving underlying surfaces vulnerable to damage if left unaddressed.

Life to Date Budget Utilization

$0 of $295,600 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	295,600	0	0	0	0	**295,600**	0
	Total	**295,600**	**0**	**0**	**0**	**0**	**295,600**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	195,600	0	0	0	0	**195,600**	0
	Recreation Fund	100,000	0	0	0	0	**100,000**	
	Total	**295,600**	**0**	**0**	**0**	**0**	**295,600**	

Capital Improvement Plan

San Anselmo, CA

Project #	3016
Project Name	Isabel Cook Community Center Tam Room/Gym HVAC

Total Project Cost	$180,000	Department	Public Works Department
Type	Equipment	Category	Buildings
Priority	1 Critical		

Description

The Isabel Cook Community Center HVAC Upgrade project involves the replacement and modernization of the heating, ventilation, and air conditioning systems in both the upper and lower buildings of the Isabel Cook Community Center complex, located at 1000 Sir Francis Drake Boulevard in San Anselmo. The existing HVAC systems have reached or exceeded the end of their useful service life and are no longer operating efficiently, compromising comfort conditions for the tenants, programs, and community activities that rely on the facility year round.

Life to Date Budget Utilization

$0 of $180,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	180,000	0	0	0	0	**180,000**	0
	Total	**180,000**	**0**	**0**	**0**	**0**	**180,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	180,000	0	0	0	0	**180,000**	0
	Total	**180,000**	**0**	**0**	**0**	**0**	**180,000**	

2027 thru 2031

Capital Improvement Plan

San Anselmo, CA

Project #	3017
Project Name	Library Service Desk

Total Project Cost	$30,000	Contact	Library Director
Department	Library	Type	Improvement
Category	Buildings	Priority	1 Critical

Description

During the recent Library refresh project, the reference desk and main service desk were consolidated into a single combined service point. As staffing needs and patron service models continue to evolve, the Town anticipates a potential need to re-establish a dedicated reference desk as a separate service area by FY2028.

Life to Date Budget Utilization

$0 of $30,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	0	30,000	0	0	0	**30,000**	0
	Total	**0**	**30,000**	**0**	**0**	**0**	**30,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	0	30,000	0	0	0	**30,000**	0
	Total	**0**	**30,000**	**0**	**0**	**0**	**30,000**	

2027 thru 2031

Capital Improvement Plan

San Anselmo, CA

Project #	3018
Project Name	Library Windows Daylighting

Total Project Cost	$50,000	Contact	Library Director
Department	Library	Type	Improvement
Category	Buildings		

Description

Building on the success of the recent Library refresh project, this project would extend the daylighting improvements to additional window locations throughout the building. Work would include removal of existing bookshelves obstructing selected windows, restoration of natural light to those areas, and construction of built-in bench seating beneath each window to create comfortable, light-filled reading and seating spaces for Library patrons.

Life to Date Budget Utilization

$0 of $50,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	0	50,000	0	0	0	**50,000**	0
	Total	**0**	**50,000**	**0**	**0**	**0**	**50,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	0	50,000	0	0	0	**50,000**	0
	Total	**0**	**50,000**	**0**	**0**	**0**	**50,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	3019
Project Name	Fire Station 20 Landscaping

Total Project Cost	$75,000	Contact	Public Works Director
Department	Public Works Department	Type	Improvement
Category	Buildings	Priority	1 Critical
Status	Active	Useful Life	10 years

Description

This project provides for the design and installation of new landscaping at the reconstructed Fire Station 20 facility located at 160 Butterfield Road. Improvements will include drought-tolerant plantings, groundcover, and irrigation consistent with the station's updated exterior, along with a fire-wise demonstration garden showcasing fire-resistant landscaping practices for the community. The project completes the site improvements associated with the Fire Station 20 reconstruction and enhances the appearance of the facility within the surrounding neighborhood.

Life to Date Budget Utilization

$0 of $75,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	75,000	0	0	0	0	**75,000**	0
	Total	**75,000**	**0**	**0**	**0**	**0**	**75,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	75,000	0	0	0	0	**75,000**	0
	Total	**75,000**	**0**	**0**	**0**	**0**	**75,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	4002
Project Name	State Stormwater Permit Trash Regulations

Total Project Cost	$700,000	Department	Public Works Department
Type	Improvement	Category	Storm Sewer/Drainage
Priority	1 Critical	Status	Active
Useful Life	40 years		

Description

The Stormwater Permit Trash Capture Compliance project addresses the Town of San Anselmo's obligations under the California State Water Resources Control Board's Trash Amendments, which establish a statewide goal of eliminating trash from ocean waters, bays, and surface waters of California by 2030. As a municipal separate storm sewer system (MS4) permittee, the Town is required to achieve full compliance with these trash capture provisions by 2030 as part of its National Pollutant Discharge Elimination System (NPDES) stormwater permit.

Under the Trash Amendments, municipalities must implement certified Full Trash Capture (FTC) systems on storm drain inlets to prevent trash 5 millimeters or larger from entering the stormwater conveyance network and ultimately reaching local waterways. Full capture systems typically consist of filter inserts or screens installed within existing catch basins and storm drain inlets that intercept trash and debris before they can be carried downstream.

Life to Date Budget Utilization

$0 of $700,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
200,000	Construction/Maintenance	0	0	0	500,000	0	**500,000**	0
	Total	**0**	**0**	**0**	**500,000**	**0**	**500,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
200,000	Road Maintenance Fund	0	0	0	500,000	0	**500,000**	0
	Total	**0**	**0**	**0**	**500,000**	**0**	**500,000**	

2027 thru 2031

Capital Improvement Plan

San Anselmo, CA

Project #	4003
Project Name	Memorial Park Stormdrain Culvert Lining

Total Project Cost	$100,000	Department	Public Works Department
Type	Unassigned	Category	Storm Sewer/Drainage
Priority	3 Important	Status	Active
Useful Life	20 years		

Description

The Memorial Park Stormdrain Culvert Lining Project involves the structural rehabilitation of an existing underground stormwater conveyance system located within and adjacent to Memorial Park. The project consists of the installation of a cured-in-place pipe (CIPP) liner, or approved equivalent trenchless lining system, within the existing deteriorated culvert to restore structural integrity and hydraulic capacity without the need for open-cut excavation.

Life to Date Budget Utilization

$0 of $100,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	0	100,000	0	0	0	**100,000**	0
	Total	**0**	**100,000**	**0**	**0**	**0**	**100,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	0	100,000	0	0	0	**100,000**	0
	Total	**0**	**100,000**	**0**	**0**	**0**	**100,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	4004
Project Name	Red Hill Well Water Line

Total Project Cost	$175,000	Contact	Public Works Director
Department	Public Works Department	Type	Improvement
Category	Drought/Climate/Solar	Priority	1 Critical
Status	Active		

Description

The existing well water supply line serving the Red Hill Avenue median landscaping has reached the end of its serviceable life and is no longer capable of delivering well water to the median irrigation system. As a result, the Town is currently unable to utilize its well water supply for median irrigation, requiring reliance on domestic water from the Marin Municipal Water District (MMWD) for all landscape maintenance along this corridor. This project will replace the deteriorated supply line with a new, properly sized pipeline connecting the well source to the median irrigation system, restoring the Town's ability to use non-potable well water for landscaping. The replacement will reduce dependence on MMWD domestic water, lower ongoing irrigation costs, and support the Town's water conservation goals.

Life to Date Budget Utilization

$0 of $175,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	175,000	0	0	0	0	**175,000**	0
	Total	**175,000**	**0**	**0**	**0**	**0**	**175,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	175,000	0	0	0	0	**175,000**	0
	Total	**175,000**	**0**	**0**	**0**	**0**	**175,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	5000
Project Name	Traffic Calming Program

Total Project Cost	$250,000	Department	Public Works Department
Type	Improvement	Category	Active Transportation
Priority	1 Critical	Status	Active
Useful Life	10 years		

Description

The Town of San Anselmo's Traffic Calming Program is a community-based initiative designed to manage inappropriate vehicular travel speeds and volumes through educational, enforcement, and engineering measures, with the goal of minimizing negative impacts on residents, pedestrians, bicyclists, and schools. The program is built on a partnership between Town staff and neighborhood residents, ensuring that solutions are tailored to the specific needs and concerns of each community.

The program is initiated when a neighborhood submits a Traffic Calming request to the Town's Public Works Department. Town staff evaluates each request using specific criteria, including traffic volumes, travel speeds, collision history, cut-through traffic levels, and the proximity of pedestrian and bicycle facilities such as schools, parks, and trails. Neighborhoods with the most pressing needs are prioritized for study and plan development.

Life to Date Budget Utilization

$0 of $250,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
100,000	Construction/Maintenance	30,000	30,000	30,000	30,000	30,000	**150,000**	0
	Total	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**	**150,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
100,000	Active Transportation Fund	30,000	30,000	30,000	30,000	30,000	**150,000**	0
	Total	**30,000**	**30,000**	**30,000**	**30,000**	**30,000**	**150,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	5001
Project Name	Creek Park Contraflow Bike Lane Design

Total Project Cost	$256,142	Department	Public Works Department
Type	Improvement	Category	Active Transportation
Priority	1 Critical	Status	Active
Useful Life	10 years		

Description

It has long been a challenge for cyclists travelling from San Rafael to downtown San Anselmo to cross Sir Francis Drake Boulevard (SFD) near the Hub. The current westbound route using Countywide Bike Route 24 is to ride eastbound Greenfield Avenue to Lincoln Park to Bank Street, cross SFD, ride south on SFD to Tunstead Avenue, intersect with Bike Route 20, then head north on San Anselmo Avenue towards Fairfax or south towards Ross. Eastbound riders from Fairfax are routed from Route 20 on San Anselmo Avenue to Center Boulevard past the transit station to the Hub using a very short section of Class 2 bike lane, then onto Greenfield Avenue (Route 24). This route is a high stress route for adult and experienced riders, and some parents may not allow their children to ride this route. An alternative route through Creek Park was included in the proposed project list in the 2008 Bicycle Master Plan, and included in updates in 2015 and 2025. This route would be a low stress route through the Creek Park parking lot, and bring cyclists to the Bridge Avenue/Center Boulevard intersection (all way stop sign), then down Bridge Avenue to connect with Route 20 on San Anselmo Avenue.

Life to Date Budget Utilization

$0 of $256,142 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Planning/Design	256,142	0	0	0	0	**256,142**	0
	Total	**256,142**	**0**	**0**	**0**	**0**	**256,142**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Grants Fund	166,142	0	0	0	0	**166,142**	0
	Measure J Fund	90,000	0	0	0	0	**90,000**	
	Total	**256,142**	**0**	**0**	**0**	**0**	**256,142**	

Project #	5001	Department	Public Works Department
Project Name	Creek Park Contraflow Bike Lane Design		



Capital Improvement Plan

San Anselmo, CA

Project #	5002
Project Name	Sidewalk Gap Closure Program

Total Project Cost	$273,000	Department	Public Works Department
Type	Improvement	Category	Active Transportation
Priority	1 Critical	Status	Active
Useful Life	20 years		

Description

The Sidewalk Gap Closure project addresses missing segments of sidewalk throughout the Town of San Anselmo, improving pedestrian connectivity, safety, and accessibility across the community. Gaps in the sidewalk network can result from areas where sidewalks were never originally constructed, have fallen into disrepair, or where right-of-way constraints have historically prevented installation. The Town is advancing several sidewalk gap closure projects to improve pedestrian safety and accessibility throughout the community. On Santa Cruz Avenue, between San Francisco Boulevard and Los Angeles Boulevard, the project will install new sidewalk, ADA-compliant ramps, and crosswalk striping. Along the south side of Woodland Avenue, between Cedar Street and Crescent Road, sidewalk gaps will be filled to create a continuous pedestrian path. On Brookmead Place, a new sidewalk segment and ADA-compliant ramp will close an existing gap directly adjacent to the entrance of Brookside Elementary School, improving safe access for students and families. Finally, sidewalk gaps along both Sycamore Avenue and Madrone Avenue will be addressed to provide safer and more connected walking routes. Together, these improvements reflect the Town's ongoing commitment to creating a more walkable, inclusive, and accessible pedestrian network.

Life to Date Budget Utilization

$0 of $273,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
80,000	Construction/Maintenance	193,000	0	0	0	0	**193,000**	0
	Total	**193,000**	**0**	**0**	**0**	**0**	**193,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
80,000	Grants Fund	193,000	0	0	0	0	**193,000**	0
	Total	**193,000**	**0**	**0**	**0**	**0**	**193,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	5003
Project Name	Bike Racks/Lockers

Total Project Cost	$55,000	Department	Public Works Department
Type	Improvement	Category	Active Transportation
Priority	1 Critical	Status	Active
Useful Life	10 years		

Description

The Bike Racks and Lockers project supports the Town of San Anselmo's commitment to promoting alternative transportation and reducing vehicle trips by providing secure and convenient bicycle parking throughout the community. The project involves the installation and maintenance of bicycle racks and lockers.

Life to Date Budget Utilization

$0 of $55,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
30,000	Equip/Vehicles/Furnishings	5,000	5,000	5,000	5,000	5,000	**25,000**	0
	Total	**5,000**	**5,000**	**5,000**	**5,000**	**5,000**	**25,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
30,000	Active Transportation Fund	5,000	5,000	5,000	5,000	5,000	**25,000**	0
	Total	**5,000**	**5,000**	**5,000**	**5,000**	**5,000**	**25,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	5006
Project Name	SFD/Sais/Sunnyhills Traffic Signal

Total Project Cost	$861,913	Department	Public Works Department
Type	Improvement	Category	Active Transportation
Priority	1 Critical	Status	Active
Useful Life	20 years		

Description

The Sir Francis Drake Boulevard, Sais Avenue, and Sunny Hills Drive Traffic Signal Project involves the installation and/or upgrade of traffic signal infrastructure at this key intersection along one of San Anselmo's primary arterial corridors. Sir Francis Drake Boulevard carries significant daily traffic volumes through the Town and has been identified as a priority corridor for safety and operational improvements, particularly at intersections serving residential neighborhoods, schools, and commercial areas.

This project aims to improve traffic operations, pedestrian safety, and overall intersection functionality by providing a fully signalized crossing where current conditions present safety challenges for drivers, pedestrians, and cyclists

Life to Date Budget Utilization

$0 of $861,913 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
161,913	Unassigned Expenditure	0	600,000	0	0	0	**600,000**	0
	Planning/Design	100,000	0	0	0	0	**100,000**	
	Total	**100,000**	**600,000**	**0**	**0**	**0**	**700,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
161,913	Measure J Fund	15,000	600,000	0	0	0	**615,000**	0
	Active Transportation Fund	85,000	0	0	0	0	**85,000**	
	Total	**100,000**	**600,000**	**0**	**0**	**0**	**700,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	5008
Project Name	Butterfield Rd Safe Routes Sidewalk

Total Project Cost	$900,000	Department	Public Works Department
Type	Improvement	Category	Active Transportation
Priority	1 Critical	Status	Active
Useful Life	20 years		

Description

Phase 1 of the Brookside Elementary School Gap Closure Project was constructed in 2021/2022 using a grant from the Transportation Authority of Marin (TAM). CSW located in Novato, CA was selected to design the project after a Request for Proposal process. After surveying and preliminary design, the initial engineer's cost estimate determined that the available funding would only cover about one third of the original scope.

In December 2024, staff submitted grant applications for Phases 2 and 3 of the project to complete the original scope (Phase 2) and further extend the sidewalk to Carlson Avenue (Phase 3). The maximum grant amount for each project was limited to $450,000, however, TAM funded both projects, and has agreed to have Phases 2 and 3 be completed as one project with funding of $900,000.

Life to Date Budget Utilization

$0 of $900,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	0	750,000	0	0	0	**750,000**	0
	Planning/Design	150,000	0	0	0	0	**150,000**	
	Total	**150,000**	**750,000**	**0**	**0**	**0**	**900,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Grants Fund	150,000	750,000	0	0	0	**900,000**	0
	Total	**150,000**	**750,000**	**0**	**0**	**0**	**900,000**	

2027 thru 2031

Capital Improvement Plan

San Anselmo, CA

Project #	5013
Project Name	Madrone Ave Hawk

Total Project Cost	$200,000	Contact	Public Works Director
Department	Public Works Department	Type	Improvement
Category	Active Transportation	Priority	1 Critical
Status	Active	Useful Life	50 years

Description

The Town has secured Transportation Development Act (TDA) Article 3 grant funding through the Transportation Authority of Marin (TAM) and the Metropolitan Transportation Commission (MTC). MTC requires the Town to adopt a Resolution to formalize the funding agreement. The grant will be used to install a Pedestrian Hybrid Beacon (PHB), also known as a HAWK beacon, replacing the existing Rectangular Rapid Flashing Beacon (RRFB) at Sir Francis Drake Boulevard and Madrone Avenue. HAWK (High Intensity Activated Crosswalk) beacons were first tested in Tucson, Arizona in 2000, and were adopted into the 2009 MUTCD. The system operates similarly to a standard traffic signal: when activated, it displays a sequence beginning with a yellow indication followed by a solid dual-red display. Studies show HAWK systems can achieve driver-stopping compliance rates of up to 97%.

Life to Date Budget Utilization

$0 of $200,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	0	160,000	0	0	0	**160,000**	0
	Planning/Design	40,000	0	0	0	0	**40,000**	
	Total	**40,000**	**160,000**	**0**	**0**	**0**	**200,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Grants Fund	40,000	160,000	0	0	0	**200,000**	0
	Total	**40,000**	**160,000**	**0**	**0**	**0**	**200,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	5014
Project Name	Sequoia Park Safe Routes #2

Total Project Cost	$135,000	Department	Public Works Department
Type	Improvement	Category	Active Transportation
Priority	1 Critical		

Description

Hilldale Drive currently lacks sidewalk connectivity between the new Hilldale Pocket Park and the United Markets shopping area and Red Hill Avenue, leaving pedestrians without a safe, continuous path of travel. The proposed improvements include construction of a new sidewalk along one side of Hilldale Drive to close this gap, as well as a gateway treatment at the entrance to the street to slow traffic and signal to drivers that they are entering a pedestrian active area. Two design options are under consideration for the Hilldale Drive and Jordan Avenue intersection, including an intersection realignment or a small traffic circle, to further improve safety and traffic operations.

Life to Date Budget Utilization

$0 of $135,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	0	135,000	0	0	0	**135,000**	0
	Total	**0**	**135,000**	**0**	**0**	**0**	**135,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Active Transportation Fund	0	90,000	0	0	0	**90,000**	0
	Measure J Fund	0	45,000	0	0	0	**45,000**	
	Total	**0**	**135,000**	**0**	**0**	**0**	**135,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	5015
Project Name	Sequoia Park Safe Routes #3 Paving

Total Project Cost	$75,000	Department	Public Works Department
Type	Improvement	Category	Active Transportation
Priority	1 Critical		

Description

Additional Paving on Sequoia Drive between Hilldale Drive and the project limits of Sequoia Park Safe Routes #3 project. In conunction wiht the paving included in Sequoia Park Safe Routes #1 project, new pavement on Sequoia Drive will extend from Red Hill Avenue to Coogan Avenue.

Life to Date Budget Utilization

$0 of $75,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	75,000	0	0	0	0	**75,000**	0
	Total	**75,000**	**0**	**0**	**0**	**0**	**75,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Measure J Fund	75,000	0	0	0	0	**75,000**	0
	Total	**75,000**	**0**	**0**	**0**	**0**	**75,000**	

Project #	5017
Project Name	Sequoia Park Safe Routes to Schools #1 & #3

Total Project Cost	$1,500,000	Contact	Public Works Director
Department	Public Works Department	Type	Improvement
Category	Active Transportation	Priority	1 Critical
Status	Active	Useful Life	20 years

Description

Sequoia Park neighborhood is located within half a mile of San Anselmo's central business district, and within one mile of several key community destinations, including schools, parks, places of worship, and trailheads. However, the Sequoia Park neighborhood lacks sidewalks, crosswalks, and pedestrian connectivity—issues that residents have raised as concerns over the years. Two Project areas in the neighborhood requiring infrastructure improvements will be funded through a generous contribution from an anonymous private donor.

The two areas are:

- Project Area #1: Red Hill/Greenfield Avenues.
  - o Constructing a new bulb-out and other features to increase pedestrian safety and connectivity
- Project Area #3: Intersection of Sequoia Drive and Ancho Vista Avenue.
  - o Relocating road alignment to enhance visibility and safety

Life to Date Budget Utilization

$0 of $1,500,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
0	Construction/Maintenance	1,500,000	0	0	0	0	**1,500,000**	0
	Total	**1,500,000**	**0**	**0**	**0**	**0**	**1,500,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
0	Grants Fund	1,500,000	0	0	0	0	**1,500,000**	0
	Total	**1,500,000**	**0**	**0**	**0**	**0**	**1,500,000**	

2027 thru 2031

Capital Improvement Plan

San Anselmo, CA

Project #	8000
Project Name	Unprogrammed Street Paving & Drainage

Total Project Cost	$1,675,000	Department	Public Works Department
Type	Improvement	Category	Streets
Priority	1 Critical	Status	Active
Useful Life	20 years		

Description

The Unprogrammed Paving and Drainage Work project provides the Town with the flexibility to address unanticipated pavement and drainage needs that arise throughout the fiscal year. Unlike scheduled maintenance programs, unprogrammed work responds to conditions that are identified outside of the regular project planning cycle — including storm damage, accelerated pavement deterioration, localized drainage failures, and other infrastructure deficiencies that require prompt attention.

Work under this project may include pothole patching, asphalt repairs, curb and gutter replacement, drainage inlet repairs, culvert cleaning or replacement, and other related improvements as conditions warrant. By maintaining a dedicated funding allocation for unprogrammed work, the Town is able to respond quickly to emerging issues, minimize further damage to the surrounding roadway or infrastructure, and maintain safe conditions for pedestrians and motorists.

Life to Date Budget Utilization

$0 of $1,675,000 (0%)

Prior	Expenditures	2027	2028	2029	2030	2031	Total	Future
425,000	Construction/Maintenance	250,000	250,000	250,000	250,000	250,000	**1,250,000**	0
	Total	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**	**1,250,000**	

Prior	Funding Sources	2027	2028	2029	2030	2031	Total	Future
425,000	Road Maintenance Fund	150,000	150,000	150,000	150,000	150,000	**750,000**	0
	Measure J Fund	100,000	100,000	100,000	100,000	100,000	**500,000**	
	Total	**250,000**	**250,000**	**250,000**	**250,000**	**250,000**	**1,250,000**	

Capital Improvement Plan

San Anselmo, CA

Project #	8002
Project Name	3-Person Engine Company Personnel

Total Project Cost	$2,119,797	Department	Fire Department
Type	Unassigned	Category	Fire
Priority	1 Critical	Status	Active
Useful Life	40 years		

Description

The Town of San Anselmo, as a member jurisdiction of the Ross Valley Fire Department (RVFD), is contributing to a significant enhancement in regional fire service delivery through the transition to three-person engine companies. The RVFD was the last fire department in Marin County operating with two-person engines. Following unanimous support from the RVFD board and all member jurisdictions, the department approved a plan to bring its staffing in line with the county standard.

The transition required an increase of approximately $632,000 to the department's annual budget, with each member agency — San Anselmo, Fairfax, Ross, and Sleepy Hollow — contributing a proportional share. For the Town of San Anselmo, this represented an additional contribution of approximately $256,161, increasing incrementally through fiscal year 2026-27. The staffing increase was made financially feasible in part through the closure of Station 18 in Ross, which allowed six of the nine required new positions to be filled by reassigning existing personnel to the remaining three stations.

This item is not a capital expenditure; however, it is included within the CIP because the three personnel positions are funded through the Measure J sales tax. It was identified as a priority under Measure J and was included in the ballot language presented to the voters of San Anselmo.

Life to Date Budget Utilization

$0 of $2,119,797 (0%)

Prior	Expenditures		2027	2028	2029	2030	2031	Total	Future
544,369	Other		291,133	302,439	314,536	327,118	340,202	**1,575,428**	0
		Total	**291,133**	**302,439**	**314,536**	**327,118**	**340,202**	**1,575,428**	

Prior	Funding Sources		2027	2028	2029	2030	2031	Total	Future
544,369	Measure J Fund		291,133	302,439	314,536	327,118	340,202	**1,575,428**	0
		Total	**291,133**	**302,439**	**314,536**	**327,118**	**340,202**	**1,575,428**	

Capital Improvement Plan

San Anselmo, CA

DEPARTMENT: PUBLIC WORKS DEPARTMENT

Unfunded Projects

The following projects have been identified as priorities by the Town but do not have committed funding sources within the FY2027–FY2031 Capital Improvement Plan period. These projects represent important infrastructure, safety, and community facility needs that will require future grant funding, private contributions, or budget allocations to advance. Staff will continue to pursue funding opportunities for each project as they become available.

PROJECT	CATEGORY	DESCRIPTION
Well Improvements and Monitoring	*Utilities*	Rehabilitation and ongoing monitoring of Town-owned well infrastructure to ensure water supply reliability, water quality compliance, and long-term operational capacity.
Memorial Park Water Storage Tank	*Parks*	Installation of a water storage tank at Memorial Park to support irrigation of athletic fields and landscaping, reducing dependence on potable water and improving turf conditions during dry season months.
Isabel Cook Community Center Electrical Master Switch	*Buildings*	Replacement and upgrade of the electrical master switch and associated panel infrastructure at the Isabel Cook Community Center to improve safety, meet current code requirements, and support long-term facility operations.
Memorial Park Restroom Update	*Parks*	Renovation and modernization of existing restroom facilities at Memorial Park, including ADA accessibility improvements, updated fixtures, improved ventilation, and enhanced durability for high-use public facilities.
Sidewalk Gap Closure Program	*Active Transportation*	Construction of missing sidewalk segments throughout the Town to improve pedestrian connectivity, safety, and accessibility. Prioritization is based on proximity to schools, parks, transit stops, and areas of high pedestrian activity.
ADA Curb Ramps	*Active Transportation*	Design and installation of Americans with Disabilities Act (ADA)-compliant curb ramps at intersections and pedestrian crossings throughout the Town to meet federal accessibility requirements and improve mobility for all users.
Creek Park Contraflow Bike Lane Construction	*Active Transportation*	Construction of a contraflow bicycle lane through Creek Park providing a low-stress alternative route for cyclists traveling between San Rafael and downtown San Anselmo, connecting to the regional bikeway network at the Bridge Avenue and Center Boulevard intersection.
Robson Carriage House Development Project Construction	*Buildings*	Construction of improvements associated with the Robson Carriage House development project. Design and planning efforts have been undertaken to determine the appropriate use and rehabilitation scope for this historic

PROJECT	CATEGORY	DESCRIPTION
		structure. Construction funding has not yet been identified to advance the project to completion.
Isabel Cook Community Center Stairs	*Buildings*	Repair or replacement of the existing stairway at the Isabel Cook Community Center to address deterioration and improve structural integrity. The stairs currently serve primarily as an emergency egress and are not in regular public use; this project will ensure they remain safe and functional for that purpose.

Note: Projects listed above are unfunded as of the adoption of the FY2027–FY2031 Capital Improvement Plan. Inclusion in this list does not constitute a commitment of Town funds. Project costs, scopes, and priorities are subject to change as additional information becomes available or funding opportunities are identified.

Capital Improvement Plan

San Anselmo, CA

DEPARTMENT: PUBLIC WORKS DEPARTMENT

On-Going Programs

The following programs represent ongoing Public Works functions that are performed on a continuous or recurring basis. These activities support the day-to-day operations, regulatory compliance, and service delivery responsibilities of the department and are not individually budgeted as discrete capital projects within the Capital Improvement Plan.

PROGRAM	DESCRIPTION
Tree Permits/Hearings	Review and processing of tree removal permits and associated public hearings in accordance with the Town's Tree Preservation Ordinance.
PW Plan Reviews	Engineering review of development and construction plans submitted to the Public Works Department for compliance with town standards.
Parklet Program	Administration and oversight of the Town's parklet program, including permit issuance, inspections, and renewal coordination with downtown businesses.
Encroachment Permits	Issuance and inspection of permits authorizing work within the public right-of-way, including utility installations, driveway approaches, and construction staging.
Grading Permits	Review and permitting of grading and earthwork activities to ensure compliance with drainage, erosion control, and land disturbance standards.
Floodplain Management	Administration of the Town's National Flood Insurance Program (NFIP) participation, including floodplain determinations, elevation certificates, and FEMA coordination.
Nuisance Abatements	Investigation and resolution of public nuisance complaints including overgrown vegetation, illegal dumping, and property maintenance violations.
Health and Safety – Single and 2-Family Residences	Inspection and enforcement of health and safety standards for single-family and duplex residential properties, including referrals from outside agencies.
GPS Inventory	Ongoing GPS-based field inventory of Town infrastructure assets including signs, storm drains, trees, and other public facilities to support maintenance and planning.
Fire Prevention (WFM/Goats/Biological Reports)	Coordination of wildfire fuel management activities including goat grazing programs, biological resource assessments, and compliance reporting for defensible space.
Resident Response	Timely response to resident inquiries, service requests, and concerns related to public works infrastructure, maintenance, and neighborhood conditions.
Vehicle Replacement Program	Ongoing evaluation and scheduled replacement of Public Works fleet vehicles and equipment to maintain operational reliability and safety standards.

PROGRAM	DESCRIPTION
Annual Stormwater Report	Preparation and submission of the Town's annual report to the Regional Water Quality Control Board documenting stormwater program activities and NPDES permit compliance.
MERA Radios	Maintenance and management of the Town's participation in the Marin Emergency Radio Authority (MERA) communications system, including equipment updates and interoperability coordination.

Outlook

New eComment for Town Council

From noreply@granicusideas.com <noreply@granicusideas.com>
Date Tue 9/22/2026 2:52 PM
To Serge Avila <savila@sananselmo.gov>

CAUTION: External Sender

Town of San Anselmo, CA

New eComment for Town Council

Richard Berkson submitted a new eComment.

Meeting: Town Council

Item: Public Hearing:

eComment: I appreciate the significant effort Jeff Zuba has invested to improve and upgrade the CIP. For the next CIP, I suggest: 1. Include a 5-year annual forecast of funding sources in addition to expenditures. 2. Include projected beginning, annual, & ending balances. 3. Separately estimate future maintenance & replacement of major infrastructure items to improve CIP planning and the 5-year operating budget forecast. 4. Exclude firefighter costs from capital tables except to show net funds.

View and Analyze eComments

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San Anselmo, CA

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STAFF REPORT

TOWN OF SAN ANSELMO Item #: 2.4

MEETING DATE: September 22, 2026

AGENDA TITLE: Public Hearing to Consider Vacating a Portion of the Public Right-of-Way Adjacent to 250 Redwood Rd in San Anselmo

FROM: Will Messinger, Assistant Civil Engineer

RECOMMENDATION: Staff recommends that the Town Council hold a public hearing concerning the proposed vacation of a portion of public right-of-way adjacent to 250 Redwood Road, as described in Exhibit A to Attachment 1 (hereinafter "Lane Segment") and consider adopting the proposed Resolution vacating the Lane Segment (Attachment 1).

BACKGROUND

State law provides the exclusive method by which streets and highways, which include public rights-of-way[1] ("ROW"), can be vacated.[2] The Public Streets, Highways, and Service Easements Vacation Law spells out the requisite procedures. (Sts. & Hy. Code §§ 8300-8363.)

To initiate this process, the Town Council adopts a Resolution of Intent to Abandon a ROW, which sets a hearing date for a public hearing on the abandonment. (Str. & Hy. Code § 8320.) Information contained in the Resolution of Intent to Abandon, including the hearing time and date, is posted along the street to be vacated and published in the newspaper for at least two weeks prior to the hearing. (Sts. & Hy. Code §§ 8322, 8323.)

Before the hearing, the Planning Agency must make a finding that the proposed abandonment conforms with the Town's General Plan. (Gov. Code § 65402.) In addition, public utilities must be notified of the proposed abandonment to allow them to request the reservation of an easement. For existing utilities, the Town is required to reserve such an easement. (Cal. Sts. & Hy. Code § 8340(c)).

[1] Under state law, "Street" and "highway" include all or part of, or any right in, a state highway or other public highway, road, street, avenue, alley, lane, driveway, place, court, trail, or other public right-of-way or easement, or purported public street or highway, and rights connected therewith, including, but not limited to, restrictions of access or abutters' rights, sloping easements, or other incidents to a street or highway. (Str. & H. Code § 8308.)

[2] Under state law, "'Vacation' means the complete or partial abandonment or termination of the public right to use a street, highway, or public service easement." (Str. & H. Code § 8309.)

The hearing allows interested members of the public to provide evidence related to the proposed ROW abandonment. (Sts. & Hy. Code § 8324). The Council may provide that the vacation will occur only after specific conditions are met. (Sts. & Hy. Code §§ 8324, 8340.) If the Council approves the proposed abandonment, the adopted resolution will be recorded with the County. (Sts. & Hy. Code § 8324(b).) If the Town vacates a ROW in which it owns only an easement, rather than title to the underlying property, title to the property previously subjected to the easement reverts to the owner of the underlying fee interest. (Cal. Sts. & Hy Code § 8351.)

DISCUSSION

The Town has completed the required procedural steps for the present proposed ROW abandonment. On July 28, 2026, the Town Council approved the Resolution of Intent to Abandon the Lane Segment, setting the hearing for September 22, 2026 (Resolution No. 2026-4638).[3] The hearing notice was posted along the street frontage and published for two successive weeks in the Marin Independent Journal. On April 7, the Town's Planning Commission determined the abandonment to be consistent with the General Plan. Utilities and County authorities were notified, though no existing utilities are in-place. No reservation of utility easements is required for the proposed Lane Segment vacation.

At the public hearing, the Town Council will take and consider evidence presented by interested persons. If the Council finds that the portion of Lane Segment is unnecessary for present or prospective public use, it may adopt a resolution vacating the proposed area (Attachment 1). The abandonment must be in the public interest.

ANALYSIS

Property History

In 1923, the Town accepted an easement adjacent to 250 Redwood Rd in San Anselmo as part of the Floribel Subdivision. The legal description of the portion of that easement currently being considered for abandonment is attached as Exhibit A to the proposed Resolution (Exhibit A to Attachment 1).

The property owners at 250 Redwood Road ("Applicants") requested that the Town abandon the Lane Segment. (Attachment 2). The proposed abandonment would give the Applicants an adequate yard setback. The setback would allow the Applicants to meet current setback requirements for future remodel work and/or additions. Currently, the applicants' home sits south of the property line, which limits their ability to add to or remodel their home.

The Lane Segment runs between 176 Floribel Avenue (APN 007-095-58) and 250 Redwood Road (APN 007-095-03). The Lane Segment is 6 feet wide and located on a steep hill.

[3] Resolution No. 2026-4638 available at https://www.sananselmo.gov/DocumentCenter/View/34428/Resolution_No_2026-4638?bidId=

Discussion

The Applicants have worked with Town staff to provide all necessary documentation, including the attached legal description of the Lane Segment and the site plan. (Attachment 1, Exhibits A & B).

The Lane Segment appears to be unnecessary for present or prospective public use. The Lane Segment has not been used by the public as a pathway and does not have the potential to be used as a road or driveway due to its steepness and narrow width.

The Applicants have suggested that abandoning the Lane Segment is in the public interest for the following reasons:

1. Removes the Town's responsibility to maintain this portion of the right-of-way. Maintenance would become the responsibility of the owners of 250 Redwood Road's following abandonment.
2. Removes the Town's potential liability for this portion of the right-of-way.

On August 17th, the Planning Commission determined that this abandonment was in conformance with the General Plan.

FISCAL IMPACT

Applicants' fees cover the cost of this proceeding.

CEQA AND CLIMATE ACTION PLAN

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15305, as the proposed right-of-way abandonment consists of the minor alteration in land use limitations, which does not result in any changes in land use or density.

CONCLUSION

Staff respectfully requests that the Town Council consider adopting the proposed resolution abandoning a portion of a right-of-way adjacent to 250 Redwood Rd in San Anselmo.

Attachment 1 – Resolution
- Exhibit A - Legal Description
- Exhibit B - Site Map

Attachment 2 – Application Letter for Abandonment

TOWN OF SAN ANSELMO
RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO DECLARING ITS INTENT TO ABANDON A PORTION OF THE RIGHT-OF-WAY ADJACENT TO 250 REDWOOD ROAD, SAN ANSELMO, CALIFORNIA

WHEREAS, the portion of the public right-of-way adjacent to 250 Redwood Rd (APN007-085-03) in the Town of San Anselmo and described in Exhibit A ("Subject Right-of-Way") was dedicated to the Town in 1923; and

WHEREAS, the Town Council of the Town of San Anselmo finds that the Subject Right-of-Way is no longer needed for any public use and no public use will be required in the future; and

WHEREAS, on July 28, 2026 the Town Council adopted Resolution No. 2026-4638 ("Resolution of Intention") declaring its intention to vacate the Subject Right-of-Way; and

WHEREAS, the Resolution of Intention gave notice that on Tuesday September 22, 2026 at 7:30 p.m. in the Town Council Chambers located at 525 San Anselmo Avenue in San Anselmo, the Council would hear any and all persons interested in the vacation of the Subject Right-of-Way; and

WHEREAS, as required by Streets and Highways Code section 8313, on August 17, 2026, the Town Planning Commission adopted a resolution finding that abandonment of the Subject Right-of-Way to be consistent with the San Anselmo General Plan; and

WHEREAS, the Resolution of Intention giving notice of the date, time and place of the public hearing was posted in the manner prescribed by Streets and Highways Code section 8323; and

WHEREAS, notice of the proposed vacation was published in the manner prescribed by Streets and Highways Code section 8322; and

WHEREAS, notice of the Town Council public hearing was mailed in accordance with Streets & Highways Code section 8320; and

WHEREAS, on September 22, 2026, at 7:30 p.m. in the Town Council Chambers, the Town Council heard any and all persons interested in the proposed vacation of the Subject Right-of-Way and received and considered all evidence submitted; and

WHEREAS, public utilities exist within the Subject Right-of-Way and the Town Council desires to reserve a public utility service easement over the Subject Right-of-Way pursuant to Streets and Highways Code section 8340; and

WHEREAS, the Town desires to abandon the Subject Right-of-Way pursuant to Streets and Highways Code section 8300, *et seq*.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Town Council hereby incorporates the recitals above and makes the following findings based on the staff report and all other evidence submitted:

1. The Subject Right-of-Way described in Exhibit A of this Resolution is not necessary for present or prospective public use.
2. Reference is made to the attached site map at Exhibit B, which delineates the area to be vacated.
3. The proposed vacation is consistent with the Town's General Plan.
4. Public utility facilities exist within a portion of the Subject Right-of-Way; therefore, the Town of San Anselmo excepts and reserves from the vacation, the easement and right at any time, or from time to time, for a public utility that has in–place public utility facilities, an easement and right to maintain, operate, replace, remove, or renew the public utility facilities.

This includes the Marin Municipal Water District, which shall have, and is hereby granted the right to lay, maintain, repair, remove, replace and operate a pipeline or pipelines of such dimension or dimensions as District may elect to install therein together with the right to construct and maintain such meters, valves and other facilities as may be necessary or convenient in connection with the delivery of water, together with and including reasonable ingress and egress over adjoining lands for the construction, repair, and maintenance of such pipeline and facilities.

In addition, pursuant to the provisions of Section 8340 of the Streets and Highways Code and for the benefit of Pacific Gas and Electric Company, the permanent easement and the right at any time, and from time to time, to excavate for, construct, reconstruct, replace (of initial or any other size), maintain, remove, inspect and use public utility facilities, including, but not limited to electric, gas and communication facilities, including ingress to and egress from the public utility facilities, and also the right to trim and cut down trees and other vegetation that may be a hazard to the public utility facilities and the area shall be kept open and free of buildings, structures, wells or other obstructions.

SECTION 2. Based upon the findings made in Section 1 of this Resolution and provisions of the Public Streets, Highways, and Service Easements Vacation Law (Sts. & Hy. Code §§ 8300-8363), the Town Council does hereby order that the Subject Right-of-Way shall be and hereby is vacated and reserves a public utility service easement over the Subject Right-of-Way.

SECTION 3. The Town Manager is hereby authorized to arrange for recording of this Resolution, including Exhibits A and B hereto, at the Marin County Recorder's Office.

SECTION 4. The Subject Right-of-Way will no longer constitute a public right-of-way after the date of recordation of the documents identified in Section 3 of this Resolution.

SECTION 5. In the Resolution of Intention, the Town Council found the proposed abandonment of the Subject Right-of-Way categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15305, as the abandonment consists of the minor alteration in land use limitations, which does not result in any changes in land use or density.

The foregoing Resolution was adopted at the regular meeting of the San Anselmo Town Council held on September 22, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Steve Burdo, Mayor

ATTEST:

_____
Serge Avila, Town Clerk

Exhibit A
Description of Subject Right-of-Way

Exhibit B
Plat Map

CAPSTONE
LandSurveying

EXHIBIT A

LEGAL DESCRIPTION
6' WIDE LANE VACATION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE TOWN OF SAN ANSELMO, COUNTY OF MARIN, STATE OF CALIFORNIA, BEING A LANE VACATION OVER A PORTION OF A 6' WIDE LANE AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "FLORIBEL MANOR", FILED FOR RECORD MAY 9, 1923 IN VOLUME 5 OF MAPS, AT PAGE 21, MARIN COUNTY RECORDS.

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK "D" SHOWN UPON THAT CERTAIN MAP ENTITLED, FLORIBEL MANOR", FILED FOR RECORD MAY 9, 1923 IN VOLUME 5 OF MAPS, AT PAGE 21, MARIN COUNTY RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 2, N 89°17'00" W A DISTANCE OF 52.52 FEET, TO THE SOUTHWEST CORNER OF THE LANDS OF YAWORSKI-HAM FAMILY TRUST (INST. NO. 2025-0022890);

THENCE ALONG THE WESTERLY LINE OF SAID LANDS, N 77°42'37" W A DISTANCE OF 29.91 FEET, TO THE NORTHWEST CORNER OF SAID LANDS, POINT ALSO BEING IN THE SOUTHERLY LINE OF THE LANDS OF THE TOWN OF SAN ANSELMO;

THENCE ALONG THE SOUTHERLY LINE OF THE LANDS OF THE TOWN OF SAN ANSELMO, S 89°17'00" E A DISTANCE OF 78.16 FEET, TO A POINT IN THE WESTERLY LINE OF A 6' WIDE LANE AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "FLORIBEL MANOR", FILED FOR RECORD MAY 9, 1923 IN VOLUME 5 OF MAPS, AT PAGE 21, MARIN COUNTY RECORDS;

THENCE WITH THE WESTERLY LINE OF THE 6' WIDE LANE THE FOLLOWING TWO COURSES: S 22°32'00" E A DISTANCE OF 3.32 FEET THENCE; S 37°46'00" E A DISTANCE OF 3.77 FEET TO THE **POINT OF BEGINNING**;

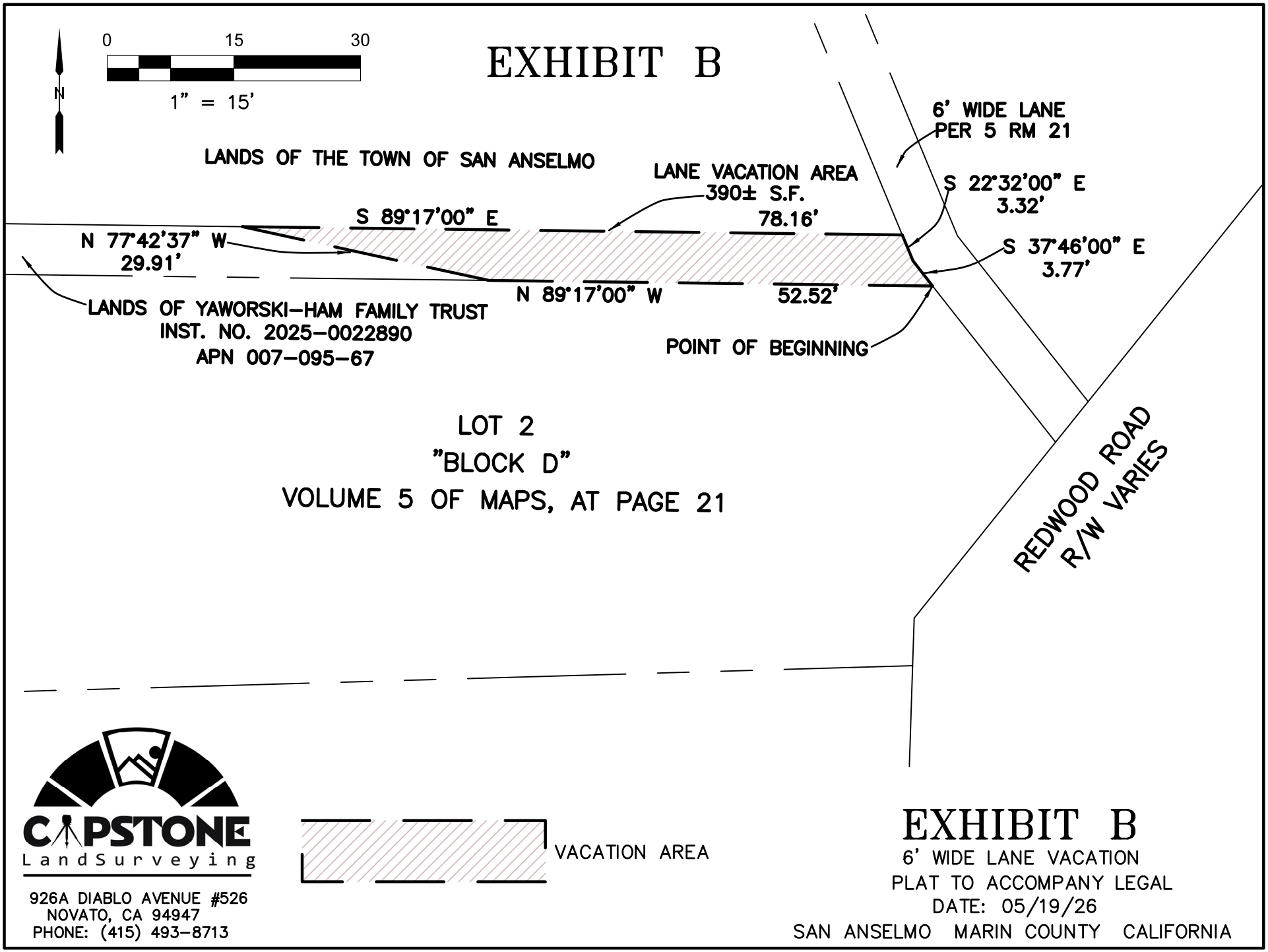
SAID 6' WIDE LANE VACATION CONTAINING 390 SQUARE FEET MORE OR LESS.

SEE EXHIBIT "B" ATTACHED AND MADE A PART HEREOF



SHANE W. RAUCH, PLS 9471

MAY 20, 2026
CAPSTONE LAND SURVEYING, LLP



CAPSTONE
LandSurveying
926A DIABLO AVENUE #526
NOVATO, CA 94947
PHONE: (415) 493-8713

EXHIBIT B

6' WIDE LANE VACATION
PLAT TO ACCOMPANY LEGAL
DATE: 05/19/26
SAN ANSELMO MARIN COUNTY CALIFORNIA

Rifkind Law & Mediation, PC
1010 B Street, Suite 200
San Rafael, CA 94901
Telephone: (415) 785-7988
www.rifkindlawgroup.com

Leonard A. Rifkind
len@rifkindlawgroup.com

June 1, 2026

Sean Condry, Dir. Of Public Works
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

Re: Proposed 250 Redwood Road Right of Way Street Vacation (APN: 007-095-67)

Dear Mr .Condry:

Our firm continues to represent Jason Yaworski and Romee Ham, the owners of 250 Redwood Road in their request to vacate a strip of land adjacent to their home. It is our hope that the Town will agree to vacate this portion of the right of way with staff's recommendation to do so. In a 2012 resolution, the Town vacated the lower portion of the right-of-way, which was later claimed by the owners of 250 Redwood Rd.

The vacation did not continue to the northeast corner of the Property but stopped midway up the property, which we believe was an oversight. We request that the remainder of the right-of-way be vacated to resolve the side setback inconsistency and for fire prevention and continued maintenance. The upper lane vacation is approximately 390 square feet and would not impede the Town's ability to access the adjacent lands from Redwood Road because of another existing adjacent 6-foot lane (Please see attached survey exhibit).

We understand that the vacation of the public right-of-way is a discretionary determination in the Town of San Anselmo, as previously determined by the referenced resolution. Accordingly, we formally request approval to vacate Town property as identified in the accompanying survey. The public has no use or access to the land to be vacated, and can only be of benefit to the owner of 250 Redwood Road.

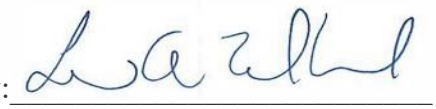
As you know, the California Streets and Highways Code allows public agencies like the Town to "vacate" a right of way and/or surplus land, which means to terminate the agency's interest as outlined in Section 8320 *et seq*. Pursuant to the Streets and Highway Code, a vacation request involves the initial review of the request by Public Works and the adoption of a Resolution of Intention to vacate the right of way by the Town Council. To vacate the land area proposed, the Town would have to make findings that the areas are "unnecessary for present or prospective public use." As detailed above, these findings can be made because there is no public need or

access. As the Town does not require this area for future use, we believe the Town can make the findings to support the vacation request.

Thank you for your attention to this matter; we await your response.

Respectfully,

RIFKIND LAW & MEDIATION, PC

By: 
Leonard A. Rifkind

LAR/es
cc: Clients

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 2.5

MEETING DATE: September 22, 2026

AGENDA TITLE: Public Hearing to Consider Vacating a Portion of the Public Right-of-Way Adjacent to 79 Sequoia Drive in San Anselmo

FROM: Will Messinger, Assistant Civil Engineer

RECOMMENDATION

Staff recommends that the Town Council hold a public hearing concerning the proposed vacation of a portion of public right-of-way adjacent to 79 Sequoia Drive in San Anselmo, as described in Exhibit A to Attachment 1 (hereinafter "Subject ROW") and consider adopting the proposed Resolution vacating the Subject ROW (Attachment 1).

BACKGROUND

A. Legal Background

State law provides the exclusive method by which streets and highways, which include public rights-of-way[1] ("ROW"), can be vacated.[2] The Public Streets, Highways, and Service Easements Vacation Law spells out the requisite procedures. (Sts. & Hy. Code §§ 8300-8363.)

To initiate this process, the Town Council adopts a Resolution of Intent to Abandon a ROW, which sets a hearing date for a public hearing on the abandonment. (Str. & Hy. Code § 8320.) Information contained in the Resolution of Intent is posted along the street to be vacated and published in the newspaper for at least two weeks prior to the hearing. (Sts. & Hy. Code §§ 8322, 8323.)

Before the hearing, the Planning Agency must make a finding that the proposed abandonment conforms with the Town's General Plan. (Gov. Code § 65402.) In addition, public utilities must be notified of the proposed abandonment to allow them to request the reservation of an easement. For existing utilities, the Town is required to reserve such easements. (Cal. Sts. & Hy. Code § 8340(c)).

The hearing allows interested members of the public to provide evidence related to the proposed

[1] Under state law, "Street" and "highway" include all or part of, or any right in, a state highway or other public highway, road, street, avenue, alley, lane, driveway, place, court, trail, or other public right-of-way or easement, or purported public street or highway, and rights connected therewith, including, but not limited to, restrictions of access or abutters' rights, sloping easements, or other incidents to a street or highway. (Str. & H. Code § 8308.)

[2] Under state law, "'Vacation' means the complete or partial abandonment or termination of the public right to use a street, highway, or public service easement." (Str. & H. Code § 8309.)

ROW abandonment. (Sts. & Hy. Code § 8324). Following the hearing, the Council may provide that the vacation will occur only after specific conditions are met. (Sts. & Hy. Code §§ 8324, 8340.) If the Council approves a proposed abandonment, the adopted resolution is recorded with the County. (Sts. & Hy. Code § 8324(b).) If the Town vacates a ROW in which it owns only an easement, rather than title to the underlying property, title to the property previously subjected to the easement reverts to the owner of the underlying fee interest. (Cal. Sts. & Hy Code § 8351.)

B. Sequoia Park Safe Routes to School Project Background

This proposed abandonment is a component of the larger Sequoia Park Safe Routes to School Project ("SPSR Project"), an effort to improve pedestrian and bicycle safety in the Sequoia Park neighborhood. On June 24, 2025, the Town Council accepted a donation for the design and construction of SPSR Project Areas #1 and #3, following a public process that included three community workshops, a neighborhood meeting, and a Council meeting.

SPSR Project Area #3 involves realigning the roadway at Sequoia Drive and Ancho Vista Avenue to improve visibility and safety at that intersection, along with related sidewalk, curb ramp, crosswalk, and traffic-calming improvements. On March 24, 2026, the Town Council accepted a roadway, drainage, and utility easement from the property owner of 100 Sequoia Drive to accommodate the realignment and approved the construction plans for Area #3.

At the same March 24, 2026, Town Council meeting, the Council adopted Resolution No. 2026-4612, a Resolution of Intent to abandon the Subject Right-of-Way. The Resolution of Intent set the public hearing for September 22, 2026, which allowed time for the Area #3 project to be completed prior to the Council's consideration of Subject ROW vacation.

Following that meeting Town staff completed the required steps to allow the vacation process to proceed, while Town contractors completed the roadway realignment in SPSR Project Area #3. Notice of the Resolution of Intent and the public hearing was posted in accordance with Streets and Highways Code section 8323, published in accordance with Streets and Highways Code section 8322, and mailed to affected property owners in accordance with Streets and Highways Code section 8320. Utilities were notified of the proposed abandonment. And on August 17, 2026, the San Anselmo Planning Commission adopted a resolution finding that the proposed abandonment of the Subject ROW is consistent with the San Anselmo General Plan.

ANALYSIS

Town staff has determined that the Subject ROW is no longer needed for any public use, and that no public use of the Subject ROW will be required in the future. This determination follows directly from the SPSR Project Area #3 road realignment described above: with the roadway shifted onto the new easement at 100 Sequoia Drive, the Subject ROW adjacent to 79 Sequoia Avenue no longer carries any roadway, sidewalk, or drainage function. Vacating the Subject ROW will allow the underlying fee interest to merge with the adjoining parcel at 79 Sequoia Avenue.

Public utility facilities exist within a portion of the Subject Right-of-Way. Accordingly, the attached Resolution excepts and reserves a public utility service easement over the Subject ROW for the benefit of existing in-place utilities, including MMWD and PG&E, allowing each utility to continue to maintain, operate, repair, replace, and renew its existing facilities, together with rights of ingress

and egress.

Section 3 of the attached Resolution authorizes the Town Manager to arrange for recordation of the Resolution, including Exhibits A and B, with the County Recorder's Office. Pursuant to Section 4 of the Resolution, the Subject ROW will cease to constitute a public right-of-way upon recordation.

FISCAL IMPACT

Applicants' fees cover the cost of this proceeding.

CEQA AND CLIMATE ACTION PLAN

The proposed project is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15305, as the proposed right-of-way abandonment consists of the minor alteration in land use limitations, which does not result in any changes in land use or density.

Attachment 1 – Resolution
Exhibit A - Legal Description
Exhibit B - Site Map

TOWN OF SAN ANSELMO
RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO DECLARING ITS INTENT TO ABANDON A PORTION OF THE RIGHT-OF-WAY ADJACENT TO 79 SEQUOIA AVENUE, SAN ANSELMO, CALIFORNIA

WHEREAS, the portion of the public right-of-way adjacent to 79 Sequoia Avenue (APN 006-163-37) in the Town of San Anselmo and described in Exhibit 1 ("Subject Right-of-Way") was dedicated to the Town in 1921; and

WHEREAS, the Town Council of the Town of San Anselmo finds that the Subject Right-of-Way is no longer needed for any public use and no public use will be required in the future; and

WHEREAS, on March 24, 2026 the Town Council adopted Resolution No. 2026-4612 ("Resolution of Intention") declaring its intention to vacate the Subject Right-of-Way; and

WHEREAS, the Resolution of Intention gave notice that on Tuesday September 22, 2026 at 7:30 p.m. in the Town Council Chambers located at 525 San Anselmo Avenue in San Anselmo, the Council would hear any and all persons interested in the vacation of the Subject Right-of-Way; and

WHEREAS, as required by Streets and Highways Code section 8313, on August 17, 2026, the Town Planning Commission adopted a resolution finding that abandonment of the Subject Right-of-Way to be consistent with the San Anselmo General Plan; and

WHEREAS, the Resolution of Intention giving notice of the date, time and place of the public hearing was posted in the manner prescribed by Streets and Highways Code section 8323; and

WHEREAS, notice of the proposed vacation was published in the manner prescribed by Streets and Highways Code section 8322; and

WHEREAS, notice of the Town Council public hearing was mailed in accordance with Streets & Highways Code section 8320; and

WHEREAS, on September 22, 2026, at 7:30 p.m. in the Town Council Chambers, the Town Council heard any and all persons interested in the proposed vacation of the Subject Right-of-Way and received and considered all evidence submitted; and

WHEREAS, public utilities exist within the Subject Right-of-Way and the Town Council desires to reserve a public utility service easement over the Subject Right-of-Way pursuant to Streets and Highways Code section 8340; and

WHEREAS, the Town desires to abandon the Subject Right-of-Way pursuant to Streets and Highways Code section 8300, *et seq*.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Town Council hereby incorporates the recitals above and makes the following findings based on the staff report and all other evidence submitted:

1. The Subject Right-of-Way described in Exhibit A of this Resolution is not necessary for present or prospective public use.
2. Reference is made to the attached site map at Exhibit B, which delineates the area to be vacated.
3. The proposed vacation is consistent with the Town's General Plan.
4. Public utility facilities exist within a portion of the Subject Right-of-Way; therefore, the Town of San Anselmo excepts and reserves from the vacation, the easement and right at any time, or from time to time, for a public utility that has in–place public utility facilities, an easement and right to maintain, operate, replace, remove, or renew the public utility facilities.

This includes the Marin Municipal Water District, which shall have, and is hereby granted the right to lay, maintain, repair, remove, replace and operate a pipeline or pipelines of such dimension or dimensions as District may elect to install therein together with the right to construct and maintain such meters, valves and other facilities as may be necessary or convenient in connection with the delivery of water, together with and including reasonable ingress and egress over adjoining lands for the construction, repair, and maintenance of such pipeline and facilities.

In addition, pursuant to the provisions of Section 8340 of the Streets and Highways Code and for the benefit of Pacific Gas and Electric Company, the permanent easement and the right at any time, and from time to time, to excavate for, construct, reconstruct, replace (of initial or any other size), maintain, remove, inspect and use public utility facilities, including, but not limited to electric, gas and communication facilities, including ingress to and egress from the public utility facilities, and also the right to trim and cut down trees and other vegetation that may be a hazard to the public utility facilities and the area shall be kept open and free of buildings, structures, wells or other obstructions.

SECTION 2. Based upon the findings made in Section 1 of this Resolution and provisions of the Public Streets, Highways, and Service Easements Vacation Law (Sts. & Hy. Code §§ 8300-8363), the Town Council does hereby order that the Subject Right-of-Way shall be and hereby is vacated and reserves a public utility service easement over the Subject Right-of-Way.

SECTION 3. The Town Manager is hereby authorized to arrange for recording of this Resolution, including Exhibits A and B hereto, at the Marin County Recorder's Office.

SECTION 4. The Subject Right-of-Way will no longer constitute a public right-of-way after the date of recordation of the documents identified in Section 3 of this Resolution.

SECTION 5. In the Resolution of Intention, the Town Council found the proposed abandonment of the Subject Right-of-Way categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15305, as the abandonment consists of the minor alteration in land use limitations, which does not result in any changes in land use or density.

The foregoing Resolution was adopted at the regular meeting of the San Anselmo Town Council held on September 22, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Steve Burdo, Mayor

ATTEST:

_____
Serge Avila, Town Clerk

Exhibit A
Description of Subject Right-of-Way

Exhibit B
Plat Map

EXHIBIT "A"

All that certain real property being a portion of the Ancho Vista Avenue & Sequoia Drive Right-of-Way, as shown upon that certain map entitled " Amended Map of Sequoia Park Section No. 1, Marin County, Cal.", filed for record May 22, 1973, in Book 8 of Maps, at Page 44, Marin County Records, situated in the City of San Anselmo, County of Marin, State of California, being more particularly described as follows:

RIGHT-OF-WAY ABANDONMENT AREA

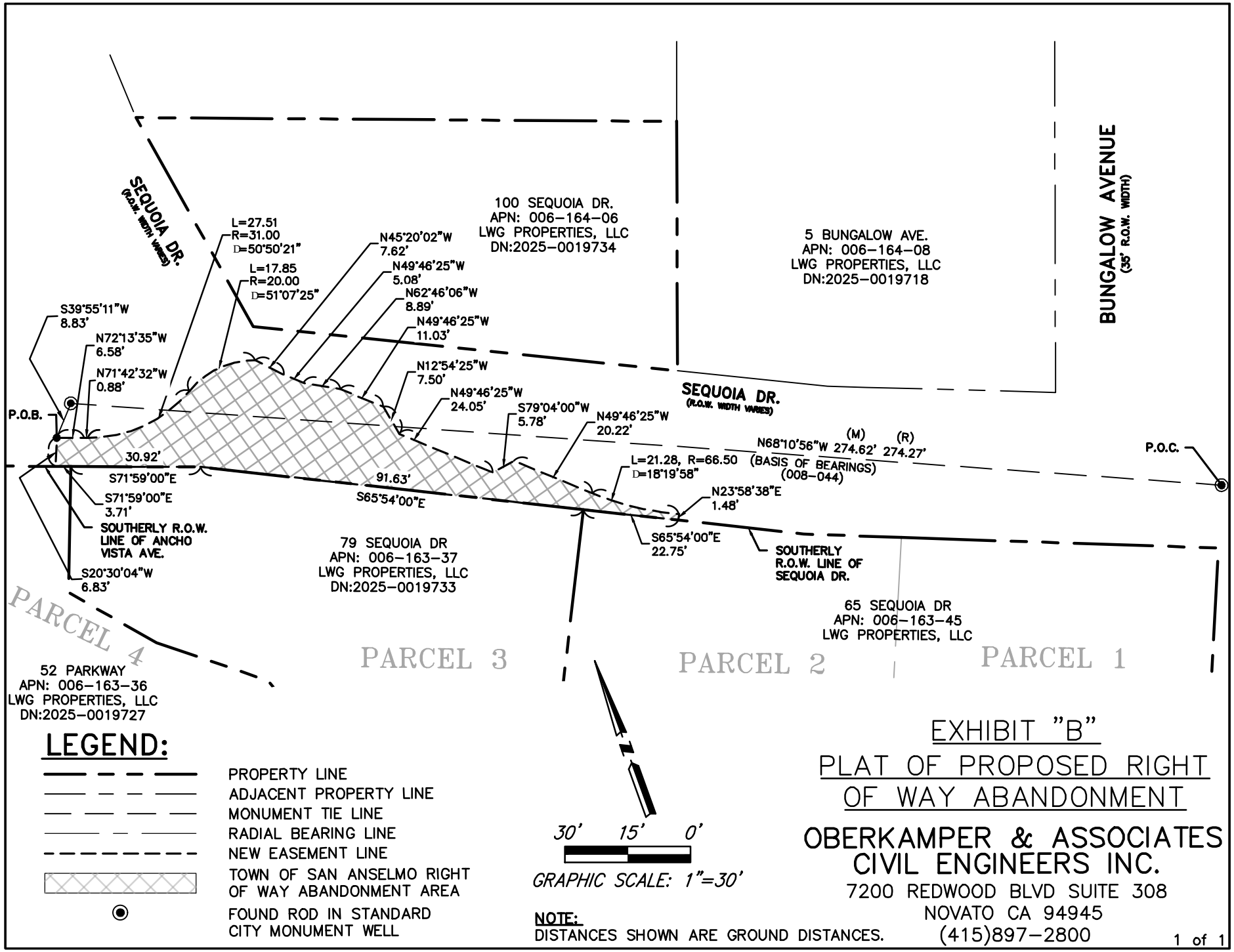
Commencing at the found rod in standard city monument well shown on said map (8 PM 44); thence North 68°10'56" West, 274.62 feet (Measured), to a found rod in standard city monument well shown on said map (8 PM 44); Thence South 39°55'11" West, 8.83 feet, to the true point of beginning; thence South 20°30'04" West, 6.83 feet, to the Southerly right of way line of Ancho Vista Avenue, said line also being the Northerly lot line of Parcel four on said Map (8 PM 44); thence running along the said Southerly right of way line, South 71°59'00" East, 3.71 feet, to the Northwesterly corner of Parcel 3 of said map (8 PM 44); thence continuing along the said Southerly right of way line, South 71°59'00" East, 30.92 feet; thence leaving said Ancho Vista right of way and running along the Southerly right of way line of Sequoia Drive South 65°54'00" East, 91.63 feet, to the Northwesterly corner of Parcel 2 of said map (8 PM 44), thence continuing along said Southerly right of way line South 65°54'00" East, 22.75 feet; thence leaving said right of way line, North 23°58'38" East, 1.48 feet, thence along a curve, concave to the right, with a radial bearing of North 21°57'28" East, having a radius of 66.50 feet, through a central angle of 18°19'58", with an arc length of 21.28 feet; thence North 49°46'25" West, 20.22 feet; thence South 79°04'00" West, 5.78 feet; thence North 49°46'25" West, 24.05 feet; thence North 12°54'25" West, 7.50 feet; thence North 49°46'25" West, 11.03 feet; thence North 62°46'06" West, 8.89 feet; thence North 49°46'25" West, 5.08 feet; thence North 45°20'02" West, 7.62 feet; thence along a curve, concave to the left, with a radial bearing of South 18°34'32" West, having a radius of 20.00 feet, through a central angle of 51°07'25", with an arc length of 17.85 feet; thence along a curve, concave to the right, with a radial bearing of North 32°32'53" West, having a radius of 31.00 feet, through a central angle of 50°50'21", with an arc length of 27.51 feet; thence North 71°42'32" West, 0.88 feet; thence North 72°13'35" West, 6.58 feet to the true point of beginning, containing an area of approximately 1,860 square feet.

SEE ATTACHED PLAT EXHIBIT "B", incorporated & made part of.

Shane W. Rauch P.L.S 9471

08/25/26
Date





LEGEND:

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- MONUMENT TIE LINE
- RADIAL BEARING LINE
- NEW EASEMENT LINE
- TOWN OF SAN ANSELMO RIGHT OF WAY ABANDONMENT AREA
- FOUND ROD IN STANDARD CITY MONUMENT WELL

30' 15' 0'

GRAPHIC SCALE: 1"=30'

EXHIBIT "B"
PLAT OF PROPOSED RIGHT OF WAY ABANDONMENT

OBERKAMPER & ASSOCIATES
CIVIL ENGINEERS INC.
7200 REDWOOD BLVD SUITE 308
NOVATO CA 94945
(415)897-2800

NOTE:
DISTANCES SHOWN ARE GROUND DISTANCES.

Outlook

Public Comment - 9/22 Agenda, Item #: 2.5

From J Reynolds <jrey94925@gmail.com>
Date Mon 9/21/2026 12:16 PM
To Town Council <towncouncil@sananselmo.gov>

CAUTION: External Sender

To: San Anselmo Town Council,

I am writing in strong opposition to the proposed vacation of the public right-of-way adjacent to 79 Sequoia Drive. As a resident who uses this road daily, along with many of my neighbors, I can attest to its critical importance for our community's safety and accessibility.

The staff recommendation that this road is "no longer needed" is fundamentally flawed and overlooks several critical considerations:

Emergency Access Concerns
This road serves as a vital emergency evacuation route for our hillside neighborhood. In the event of a wildfire, earthquake, or other disaster, eliminating this access point could create a life-threatening situation by funneling all traffic through the only route on Sequoia Dr. With California's increasing wildfire risks and Marin County's particular vulnerability, maintaining multiple evacuation routes is a necessity for public safety.

Daily Use by Residents
Contrary to the assertion that this right-of-way is no longer needed, this road is actively used daily by numerous residents. Its closure would force dozens of households onto the already congested Sequoia Dr., which is mostly a single-lane road. Even with the new configuration, parked cars create a bottleneck where traffic must stop and wait to pass, making this closure particularly problematic for residents.

Context of Development and Traffic Patterns
The neighborhood around George Lucas's compound has been in a constant state of construction for the 12 years I have lived here, and for many years before that. There is always one or multiple building projects going on, as there currently are. This already creates substantial traffic delays and disruptions in our neighborhood. Closing this public right-of-way would exacerbate these existing congestion issues.

Community Impact vs. Private Benefit
While Mr. Lucas has been generous to our town in many ways, this particular request significantly impacts residents in a deeply inconvenient manner. Public infrastructure should not be relinquished simply because a private property owner desires it, especially when doing so creates substantial hardship for the community at large. This road represents a public asset that serves many residents' daily needs and emergency preparedness.

Procedural Concerns

While the required legal procedures may have been followed, the substantive analysis appears to have overlooked the practical, real-world impacts on residents. The determination that "no public use of the Subject ROW will be required in the future" demonstrates a troubling lack of foresight regarding emergency preparedness and the daily needs of residents.

Thank you for considering my perspective on this important matter.

Sincerely,
Jinesse Reynolds
Sequoia Park