TOWN OF
SAN ANSELMO
EST. 1907

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

Town Council
Agenda

Tuesday, February 13, 2024 **7:00 PM**

Meeting held In-Person and via Zoom:

https://us02web.zoom.us/j/85060465257

Or Telephone: +1 669 900 6833 | Webinar ID: 850 6046 5257

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

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

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

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

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

Call to Order. Optional Pledge of Allegiance: The Mayor or a designated Council member will recite the Pledge of Allegiance for members of the Council and the public who wish to join in the recitation. 7:00 PM

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- Asselstine (PDF)
Public Comment- Town of San Anselmo Racial Equity Committee (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.

1. Consent Agenda:

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

1.1 Approval of the Draft Minutes of January 23, 2024
Staff Report (DOC)
Attachment 1- Draft Minutes of the January 23, 2024 Meeting (DOC)

1.2 Fiscal Year 2022-2023 Audited Annual Financial Report
Staff Report (DOCX)
Attachment 1 2022-2023 Audited Annual Financial Report (PDF)

1.3 Special Event Application – Teen Battle of The Bands 2024
Staff Report (DOC)
Attachment 1 - Event Application (PDF)

1.4 Quarterly Treasurer's Investment Report, December 2023

Staff Report (DOCX)
Attachment 1 Quarterly Investment Report 12.31.2023 (PDF)

1.5 Special Event Application - Chamber of Commerce's Sip n' Stroll Fundraiser 2024
Staff Report (DOCX)
Attachment 1 - Event Application (PDF)
Attachment 2 - ABC Assistance form for CMPA (PDF)

1.6 Approve a Resolution of Acceptance for the Upper Hawthorne Canyon Property in San Anselmo and Finding the Action Categorically Exempt from CEQA under CEQA Guidelines section15061(b)(3)
Staff Report (PDF)
Attachment 1 - Draft Resolution and Exhibit (PDF)
Attachment 2 - MOU (PDF)
Attachment 3 - Deed Restriction for Open Space (PDF)
Attachment 4- UHC Assignment of Agreement Amendment (PDF)

2. Council Business Items:

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

2.1 Consider the Approval of the Traffic Calming Program and Funds from the Active Transportation Funding. The Funds Spent on existing Road Improvements are exempt under CEQA, Class 1 section 15301 existing facilities.
Staff Report (DOCX)
Attachment 1 Traffic Calming Guidelines Staff Report 9/12/23 (DOCX)

2.2

Receive a Presentation on the San Anselmo Volunteer Effort (S.A.V.E.) Program. Relaunching the San Anselmo Volunteer Effort 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 (DOC)
Attachment 1- PowerPoint Presentation (PPT)

2.3 Consideration of Special Event Application – Live on The Avenue 2024. Approving the 'Live on the Avenue' event series is not considered 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).
Staff Report (DOC)
Attachment 1 - Event Application (PDF)
Attachment 2 - Street Closure Map (PDF)
Attachment 3 - Merchant Letter (PDF)
Attachment 4 - Presentation (PDF)

2.4 Resolution Adopting a Fleet Zero-Emissions Vehicle Policy. Adoption of this Resolution does not require review under the California Environmental Quality Act (CEQA) because it does not constitute a "project" pursuant to California Public Resources Code section 21065 and CEQA Guidelines section 15378, as its adoption does not involve an activity that has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment.

Staff Report (DOC)
Attachment 1 - Resolution (DOC)
Attachment 2 - Fleet Vehicle Inventory (PDF)
Attachment 3 - Presentation Slides (PDF)

2.5

Council to Approve the Installation of Nalo Xboxes at Town Facilities. The proposed 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 (DOC)
Attachment 1 - Naloxone FAQ (PDF)
Attachment 2 - Narcan Pocketcard (PDF)

2.6

For the Council to Review the List of Town Council Committee Assignments and Make Appointments for 2024. Making Council appointments to local committees is not a "project" under the California Environmental Quality Act (CEQA), because it does not involve an activity that has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment. (Cal. Pub. Res. Code 21065).

Staff Report (DOC)
Attachment 1 - Table of Current Appointments (DOCX)

Adjourn

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

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

Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda. If any of these matters above are challenged in court, you may be limited to raising only those issues you or someone else raised at any public hearing described on this agenda, or in written correspondence delivered at, or prior to, this Council meeting. Judicial review of an administrative decision of the Town Council must be filed with the Court not later than the 90th day following the date of the Council's decision (Code of Civil Procedure Section 1094.6) Any item not under discussion before 10:00 p.m. may be continued to the next regular meeting. Next regular meeting is February 27, 2024.

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

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

Staff

David Donery, Town Manager
Linda Kenton, Assistant Town Manager / Town Librarian
Jeff Zuba, Finance and Admin Services Director
Megan Holt Acevedo, Town Attorney
Serge Avila, Town Clerk
Heidi Scoble, Planning Director
Sean Condry, Public Works Director
Dannielle Mauk, Community Services Director
Mike Norton, Chief of Police
Dan Mahoney, Interim Fire Chief

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

Public Comment at San Anselmo Town Council Meeting

Ross Asselstine

February 12 2024

(post-presentation edits to approximate the verbal presentation)

Today's Marin IJ revealed that there is a Committee to Vote No on Measure F. Never heard of them. The head of this committee is Eric Warner. There are two donations to this entity: Eric Warner at $5,000 and the Katie Rice for Supervisor 2024 at $3,000. That's it.

I think we all know that there was no counter argument to Ballot Measure F to Withdraw from the Flood District. This is exceptionally unusual. Zero people stood up to get their argument in writing.

I spite of a period of almost six months it took to gather signatures for this Ballot Measure, to the best of my knowledge, these two people did not form a committee until January 8th.

They have $8,000 dollars to spend and I can only imagine that it will be a very biased mailer to all voters in San Anselmo. That's just dirty in my opinion.

~~I have heard some of the comments by opponents of the Ballot Measure. There are few in print.~~

Based on the experience of the Measure to Save Memorial Park, the issue of bringing the public up to speed takes a while. The issue of competing mailers without a clear forum for debating the issue is not in the public's best interest.

I believe that Eric and Katie will distribute their side of the story and if there is no public forum for debate everyone loses.

Tonight I suggest that the San Anselmo Town Council allow the use of these chambers on Tuesday February 20 for a public debate. I assume this is easily accommodated. I ask that this be considered as soon as possible as voting is in progress. Putting it on zoom will allow more people to be informed.

I note that I have written to the Marin County Civil Grand Jury and asked for them to consider investigating the obviously failed waste of over $50M. The entire document is a three page letter followed by fourteen years of documentation at 102 pages. I note that members of this council have stated that the structure of the District is possible the wrong model and needs to be considered. ~~I think we should not wait for re-invention of the wheel. It's just too wasteful.~~ I have also written to the CA DPW to sugges they look into the potential issues of FZ being in default of the grant.

I will be writing to ~~Eric Warner and~~ Katie Rice to ask ~~them~~ her to debate this important issue next Tuesday. If ~~they~~ she can have the commitment to form a committee on this subject and spend so much money, surely ~~they~~ she will have aninterest in the public good to show up for a debate.

I suggest a forum with a moderator, opening statements on both sides, questions from the moderator, followed by closing statements.

At a minimum, I will be here for the debate on Tuesday night to speak in chambers or even outdoors by myself if they don't show up. I trust that ~~Eric and~~ Katie will show up and present ~~themselves.~~ her story.

Please consider this tonight or simply ask Mr Donery to make it happen.

Thank you.

Ross Valley School District
Board of Trustees
100 Shaw Drive
San Anselmo

February 9, 2024

To the Trustees of the Ross Valley School District,

We are writing to you from the San Anselmo Racial Equity Committee regarding your recent vote to evict the San Anselmo Fairfax Children's Center (FSACC). We know you are aware of the implications the closure of this facility would cause. We also know that you have seen the outpouring of support from the community and its efforts to keep the school open. We see each one of your votes as an injustice in a place that desperately needs your representation and support. From an equitable stance, keeping FSACC where it is located is in the best interest of our community and all the children Ross Valley School District serves. We ask that you reconsider your negotiations with the FSACC.

We have very few programs in the entire county, never mind in our immediate community, that serve and uplift marginalized families both racially and economically. This school is a space in our community where children are not only accepted, but celebrated and provided access to services that other preschools in the community would shy away from. Please take 60 seconds to watch this video (also as an attachment) of San Anselmo Racial Equity Committee member and FSACC parent, April Hewes, sharing the profound impact that FSACC has had on her family. Care, connection, child wellbeing, equity, and community – we believe this is the environment we all have the responsibility to cultivate in Marin.

Do not let the actions of your board echo the priority of diversity and inclusion in this community. We must all come together to create the supportive, equitable community in which all belong. FSACC should be supported entirely and wholeheartedly by the Ross Valley School District (RVSD) – and we believe that through a focus on community and dialogue this will happen. If RVSD is truly committed to the equity work they claim, then you can see it is detrimental in your mission to keep the families of the SAFCC in our community.

We ask as members of the committee, as parents of Ross Valley School District students, and as neighbors, that you reconsider your negations with the San Anselmo Fairfax Children's Center.

Thank you for your time and consideration,

The Town of San Anselmo Racial Equity Committee

Denise Krawitz
Tiffany McElroy
Navruz Avloni
Frank Gomez
April Hewes
Robin Beers
Hayes Handler
Jade Alberti
Stuart Pratt

TOWN OF FAIRFAX
COUNCIL MEMBER MEMORANDUM

DATE: February 7, 2024

TO: Mayor and Town Council

FROM: Barbara Coler, Mayor

SUBJECT: Consideration of a donation of $25,000 to the Fairfax-Anselmo Children's Center (FXSACC) solely for the purpose of purchasing the property at 199 Porteous Avenue, Fairfax, from the Ross Valley School District so they may continue to operate the FXSACC at the location, and adopt Resolution making findings as appropriate.

RECOMMENDATION

Approve a donation of $25,000 to the Fairfax-Anselmo Children's Center (FXSACC) solely for the purpose of purchasing the property at 199 Porteous Avenue, Fairfax, from the Ross Valley School District (RVSD) so they may continue to operate the FXSACC at this location, and adopt a Resolution making findings as appropriate. Authorize the Town Manager to enter into an agreement with the FXSACC to transfer the funds if and when an agreement is entered into between RVSD and the Center so that FXSACC may complete the purchase. Authorize Mayor Coler to send a letter to RVSD transmitting the resolution if approved by the Town Council.

BACKGROUND

Mayor Coler has brought forward this proposed donation for Council consideration; she has drafted the findings in the attached Resolution.

The Fairfax-San Anselmo Children's Center was founded by Ethel Seiderman in 1973 in response to a group of parents in Marin County who recognized the need for an affordable childcare center; it has operated at 199 Porteous Avenue in Fairfax for more than fifty years. The FSACC has provided high-quality subsidized childcare and education services for children from infancy through fifth grade. The Center has leased the former Deer Park Elementary School site from the Ross Valley School District.

Early in 2022, Terry Tao, a lawyer for RVSD, advised the district to terminate the lease due to fire safety and liability issues. Jason Weber, then Ross Valley Fire Chief (and the County's Fire Chief) stated publicly at the time that the Center was as safe as many other schools in the County down one-way roads that are in similar situations. Mr. Tao's advice to RVSD began a series of discussions and public meetings over the last almost two years, with many speaking in support of retaining the Children's Center at the location.

Shortly after taking office, Marin County Office of Education Superintendent John Carroll announced that his office would seriously explore purchasing/renovating the property. In accordance with California's Field Act law, an assessment (required for K-12 schools) was conducted by his office – it showed that about $14 million was needed for the renovations. A few weeks before the August 31, 2023 lease expiration date, Superintendent Carroll announced that the county would no longer pursue the purchase. Given what they viewed as needed costly repairs, it was surprising that RVSD estimated the property value at $3 million. It should be noted that a Field Act assessment is not used or required for a childcare center such as FXSACC.

Over the last year, several supporters of the Center, including Marin County and the Marin Community Foundation, among others, including Foley & Lardner pro bono legal expertise, have come together to assist the Center in its efforts to first seek an alternate suitable location and when none was found (despite looking at more than twenty properties) to provide support and guidance for an offer to purchase the property at RVSD.

The Center has conducted assessments of the property using skilled experts – an architect, structural engineer, and a construction company to determine the costs of repairs and upgrades needed for the property. Mark Lockaby, our Fairfax Building Official, also conducted an inspection in December 2023 – he stated that upgrades could be done in phases thus allowing the Center to continue operating without relocating or using portables.

DISCUSSION
In November 2023, FSACC delivered an offer to RVSD including: a discounted purchase price of $1,561,500; a nonrefundable deposit of $156,150; the land and structures would be sold "as is" and with the following Reversionary Provisions: restricting the property for sole use as childcare center and with an option for RVSD to repurchase property from FSACC if necessary to be used as a school after 17 years.

On January 18, 2024, the RVSD held a public meeting wherein the FXSACC's Board Chair, Julia Howard-Gibbon presented the FXSACC offer, background information, and outlined the Center's plan and costs of phased repairs and upgrades (see https://www.fsacc.org/news/blog-post-title-one-y83dp-j9c4s). Mr. Terry Tao, RVSD's attorney, also provided a presentation, outlining concerns with the Center's offer and approach. After public comment, the RVSD Trustees went into Closed Session, the "report out" from Closed Session was that the Trustee's voted 5-0 to evict the Center.

Despite this vote, the Center and its many supporters are still working towards an equitable solution to purchase the site from the Ross Valley School District. They remain confident that they can reach agreement. Our Town Council can formally demonstrate its support of the Center by pledging this donation in support of their acquisition.

FISCAL IMPACT
The donation cost would be absorbed within the Adopted FY23-34 budget, utilizing Measure F funds. Measure F, the Municipal Services Tax, can be allocated, among other things, to support Youth and Senior Programs.

ATTACHMENT
Resolution with findings.

RESOLUTION 24-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX TO DONATE $25,000 TO THE FAIRFAX-SAN ANSELMO CHILDREN'S CENTER (FXSACC) 501(c)(3) SOLELY FOR THE ACQUISITION OF THE PROPERTY AT 199 PORTEOUS AVENUE, FAIRFAX, CA FROM THE ROSS VALLEY SCHOOL DISTRICT TO CONTINUE ITS USE SOLELY AS THE FXSACC

WHEREAS, the Fairfax-San Anselmo Children's Center was founded by Ethel Seiderman in 1973 in response to a group of parents in Marin County who recognized the need for an affordable childcare center; and

WHEREAS, the FXSACC has operated at 199 Porteous Avenue in Fairfax for more than fifty years; and

WHEREAS, the FXSACC is a non-profit, and is registered as a 501(c)(3) charitable organization; and

WHEREAS, for all these years, FSACC has provided high-quality subsidized childcare and education services for children from infancy through fifth grade, supporting a diverse population of families. The center has leased the former Deer Park Elementary School site from the Ross Valley School District (RVSD); and

WHEREAS, the FXSACC is a vital resource for low-income parents/guardians, most who are working, in vocational school or college and/or are homeless; and

WHEREAS, the Center's goals are to support and increase children's school readiness skills while providing a safe and healthy learning environment, and to enhance family well-being and foster parent leadership in our community; and

WHEREAS, the Center serves the workforce by operating 52 weeks per year. Their Infant/Toddler and Pre-School programs are open from 8-5, Monday-Friday and the School Age program is in session whenever the kids are on break from school (including afternoons after school); and

WHEREAS, John Carroll, Superintendent of Marin County Office of Education has stated: *"We (Marin County Office of Education) want to expand Early Childhood Education, that means we can't watch it contract...the staff in my office tell me the FSACC is consistently rated as the best preschool in Marin. Not only just a loss of a preschool but a loss of an example for others"*; and

WHEREAS, over 75% of children at FXSACC are children of color in a region that is over 80% white; and

WHEREAS, the FSACC have 110 subsidized childcare slots – the County has a waitlist of over 900 children for subsidized childcare; and

WHEREAS, 71% of the children enrolled at the Center live in the Ross Valley area with approximately half of the children from Fairfax; and

WHEREAS, the FXSACC recently made an offer to purchase the 199 Porteous site for $1.561M from the RVSD and they also pledged to conduct needed repairs in phases over time spending several million dollars. However, the Center is in danger of closing due to a January 18, 2024 vote by the School District Trustees to reject their offer and to evict the FXSACC; and

WHEREAS, despite this RVSD vote, the Center and its many supporters which include the County and the Marin Community Foundation, among others, continue to move forward on their attempts to purchase the property; and

WHEREAS, Supervisor Katie Rice recently stated, *"the center closing will mean not only hardship for the families currently being served, but an enormous, irreparable loss to the Ross Valley community and county at large*"; and

WHEREAS, the Town of Fairfax supports the efforts of the Children's Center to remain in its location of more than 50 years, we stand up for its superior childhood education, we further demonstrate our commitment to diversity, equity and inclusion by supporting the children and staff to remain at the Center's location, and we enthusiastically join with others to provide financial resources to ensure that the extraordinary public benefits provided by FXSACC continue at 199 Porteous Avenue, Fairfax; and

NOW THEREFORE BE IT RESOLVED that the Town Council of the Town of Fairfax hereby approves a donation of $25,000 to the Fairfax-San Anselmo Children's Center 501(c)(3) conditioned upon a sale of the property at 199 Porteous Avenue, Fairfax from the Ross Valley School District to the FXSACC restricting its use solely as a childcare center.

The foregoing resolution was adopted at a regular meeting of the Fairfax Town Council of the Town of Fairfax held in said Town on the 7th day of February 2024, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

BARBARA COLER, Mayor

Attest:

_____

Christine Foster, Deputy Town Clerk

OPINION > EDITORIALS

Editorial: Still time for agreement saving Ross Valley children's center



The Fairfax-San Anselmo Children's Center in Fairfax, Calif., on Wednesday, Aug. 3, 2022. (Sherry LaVars/Marin Independent Journal)

By MARIN IJ EDITORIAL BOARD

January 27, 2024 at 10:35 a.m.

For more than 50 years, the Fairfax-San Anselmo Children's Center has provided affordable child care for Ross Valley families.

Its fate is in the hands of the Ross Valley School District Board, the center's leadership and community leaders.

The dilemma hit a crisis point when the school district concluded that the center's district-owned Deer Park campus is structurally unsafe and beyond the district's budget to repair.

That assessment and the district's attorney's advice that the center be closed hasn't given the school board much legal wiggle room. The school board is worried about safety and liability.

Last week, after months of studies, meetings, negotiations and six hours of public comment, it followed its attorney's advice to initiate the process to evict the center.

On the table is a $1.6 million offer from the center, backed by a newly formed community consortium. But the district's attorney, Terry Tao, advised that backup documentation and guarantees are needed, even though the district already had previously requested them.

Impending eviction should escalate efforts to bring all sides together to find a financial and legal common ground.

There is no place for the center and its 100-plus children to move to. There are no other locations available or suitable. The center's attorney, Michael Calabrese, isn't ruling out the center's acquisition of Deer Park.

The road to this point, however, has not always been smooth. There's been political sniping by both sides.

Attorneys working with the consortium need to clearly address the school board's concern about its liability. They also need to clearly address the district's terms and conditions.

Both sides need to be open, clear and reasonable.

Importantly, poised to help fund acquisition are the Marin Community Foundation, the county and other sources.

The center pledged to make needed repairs that would be required for permitting.

According to the center, inspectors have not questioned the overall safety of the buildings, even though there are needed repairs.

County Supervisor Katie Rice has been involved, stressing there is a countywide need for child care, especially subsidized child care.

"The center closing will mean not only hardship for the families currently being served, but an enormous, irreparable loss to the Ross Valley community and county at large," Rice said.

For more than five decades, the Fairfax-San Anselmo Children's Center has provided quality, reliable, safe child care for Ross Valley, not only for local households, but also for the children of local workers.

The center's affordable child care enables those who commute into the area to hold down jobs in Ross Valley.

Quality child care has proven to benefit academic achievement and healthful socialization, as well as emotional growth.

For 50 years, the center has fulfilled that role. Many of the children are from minority households and the center plays an important role in closing educational equity gaps.

That history and the need for these services are reasons why organizations and volunteers have stepped forward to help it acquire the property.

There is still time. It appears there is still will. It may take an emergency helping of legal expertise to satisfy the concerns of the school board and its lawyer, but where there is a will, there is a way.

There is time to come up with a legal basis for the district accepting the center's bid. In determining value, the district also needs to consider its loss of rental revenue, ongoing costs and liability if the property is vacated.

The important community benefit of the center to the lives of children and their families is significant and should be a factor in the ultimate value.

Fairfax Councilmember Stephanie Hellman, who has been retained as a consultant, says the center and its supporters want to continue negotiations.

"We're ready, willing and able to mediate this," she said.

Bringing the stakeholders together and saving the center is a worthwhile goal.

2024 > January > 27

LATEST HEADLINES

Ross Valley School District authorizes eviction of children's center



The Fairfax-San Anselmo Children's Center in Fairfax on Dec. 21, 2022. (Alan Dep/Marin Independent Journal)



By KERI BRENNER | kbrenner@marinij.com | Marin Independent Journal

PUBLISHED: January 19, 2024 at 5:09 p.m. | UPDATED: January 20, 2024 at 7:02 a.m.

Trustees of the Ross Valley School District voted unanimously Friday to direct their attorney to initiate eviction proceedings against the Fairfax-San Anselmo Children's Center.

The center, one of the few subsidized child care operations in Marin County for low-income families, is on district property inside Deer Park in Fairfax.

The board's vote took place just before 1 a.m. Friday after six hours of talks in response to the center's purchase offer. The offer, submitted Nov. 7 but not addressed until Thursday's special board meeting, was for $1,561,500. The appraised value is $3 million.

Terry Tao, the district's attorney, said the offer lacked the specifics in backup documentation and guarantees of financing that the district has been requesting.

"The board really wanted to get this done," Tao said Friday. "They worked hard to make a transaction possible, but, as with any such transaction, parties have to demonstrate their ability to close the transaction."

Tao said he would file the eviction papers within the next 30 days in Marin County Superior Court. He estimated the process could take 12 weeks to six months.

Michael Calabrese, the center's attorney, said Friday he thought a resolution was still possible on a property purchase.

"We certainly think there still should be conversations," Calabrese said. "We're not at a point where we think this problem cannot be solved. We still believe with the right people at the table and the right attitude, there's a solution to be found."

Rachel Litwack, the district's board president, said her chief concern is that the district's "design immunity" from liability for any calamities on the property was lost on Aug. 31 when the district terminated the center's lease.

Design immunity "protects the district, and individual trustees, from the liability of a known, potentially unsafe, situation on a district-owned property," Litwack said.

"I could not, in good conscience, continue to expose our school district to potentially catastrophic liability risk," Litwack said in an email Friday. "I also felt that FSACC's claim of legal possession of RVSD's property was problematic."

Since Aug. 31, the center has stayed at the property and continued to pay rent — but the district has returned the rent checks unopened.

Julia Howard-Gibbon, president of the center's board, said at the meeting that the center had the legal right to maintain residence at the property because the district had not filed an eviction notice.

Heidi Tomsky, the center's executive director, echoed Calabrese's optimism about a resolution still being possible.

"Our focus is on the families," Tomsky said Friday.

"We have all these children, we have funding to make a purchase and all the district has to do is sell us the property," she said. "With the help of our community partners, including Marin County and Marin Community Foundation, as well as private donors, we have sufficient funds to purchase the property and keep it safe in the long term."

Shelley Hamilton, a Ross Valley School District board member, said the district "worked with the center and many community leaders for over a year to sell the property to FSACC."

"Over and over again, the center's leadership had been given clear and direct information regarding acceptable terms and conditions and the verifiable documentation that would be needed for RVSD to accept a purchase offer," she said.

Perhaps most problematic was the so-called "discount factor" the center used to arrive at its offer of half the appraised value.

The district had said it was willing to give a discount, but it needed to prove the center's public benefit, in order to avoid violating the state's prohibition against a gift of public funds. The district said it could prove the public benefit if it had five years of cross-enrollment data of the number of children who attended the center and who also were enrolled at Ross Valley schools.

Center representatives said they provided such a list in the purchase offer discussed Thursday, but the district rejected that assertion.

"They never supplied Form 801 A," Tao said. "That is what is needed."

In addition, the center failed to submit official letters confirming potential financing from major donors or lenders the center claimed to have in place, such as the Marin Community Foundation, the county and U.S. Bank.

"They told us they have the ability to come up with financing," Tao said. "We have not seen that documentation. If you've bought a house, you need to show that a bank is willing to give you a loan."

Johnathan Logan, a vice president at the Marin Community Foundation, confirmed Friday that the foundation is interested in helping the center buy and renovate the Deer Park site.

"We are committed to child care in Marin County," he said.

"We know there's a deficit — a high demand and low supply," he said. "If the district and the center could come to an agreement, we would certainly be a funder to support that effort."

Marin County Supervisor Katie Rice, who represents the Ross Valley, also confirmed support on Friday.

"The center closing will mean not only hardship for the families currently being served, but an enormous, irreparable loss to the Ross Valley community and county at large," Rice said.

"The center has funding for 110 subsidized child care slots," she said. "There is a dearth of child care capacity in our county already, let alone subsidized child care. To lose the center's capacity is really going to set us back. There are currently over 900 children on the county's eligibility list for subsidized slots."

Howard-Gibbon said in her presentation Thursday that the center has not only secured financing for the purchase and for several phases of renovations, but has also assembled a new team of contractors, volunteers, board members and community leaders.

That includes local fire and safety inspectors who determined that the center buildings were basically safe and in line with many older school buildings in Marin.

Howard-Gibbon said she feels safe sending her child to the center.

"There is no place I would rather send him," she said.

Stephanie Hellman, a Fairfax councilmember who has been retained by the center as a consultant, said Friday she feels "very disheartened" by the eviction notice.

"The center provided a good faith offer and they should be given another chance," Hellman said.

"I am bewildered that discussion has been terminated as we have not exhausted all the options," Hellman said. "We want to continue negotiating. We're ready, willing and able to mediate this."

2024 > January > 19

FAIRFAX – SAN ANSELMO CHILDREN'S CENTER
199 Porteous Avenue, Fairfax, CA 94930
(415) 454-1811 ♦ www.fsacc.org
Founded:
Ethel Seiderman, 1973

FOR IMMEDIATE RELEASE

School District Votes to Evict 50 year old Low-Income Child Care Center

Fairfax, CA - January 23, 2024 — The Fairfax-San Anselmo Children's Center (FSACC), the sole subsidized child care site in Ross Valley, is facing closure as the Ross Valley School District (RVSD) moves forward with eviction plans. The Center, **serving low-income children and families for over 50 years**, faces an uncertain future despite a substantial purchase offer made in November 2023.

On January 18, 2024, the RVSD Board of Trustees voted unanimously to evict the FSACC, rejecting the center's **good-faith offer to purchase the property for $1.56M** plus non-cash promises, valued at over $1.4 million, bringing the total to the property's $3 million appraised value. This was a cash offer, not contingent on financing. The offer also included a non-refundable 10% deposit upon signing.

This good faith offer, based on previous negotiations between the FSACC and the District, was backed by funds from the County of Marin, the Marin Community Foundation, and other sources. As presented at the January 18th RVSD Board meeting, the FSACC has a solid plan to purchase and upgrade the facility to address maintenance that the RVSD previously deferred, ensure continued and future safety, and invest in the long-term sustainability of the property. The Board held closed meetings before and after the FSACC's open session presentation, during which the RVSD Board of Trustees ultimately voted to begin eviction proceedings.

The decision to issue an eviction notice without engaging in good faith negotiations to sell the Deer Park property to the FSACC comes at a time when **education is recognized as an equalizer to address historic inequities,** providing opportunities for young children to reach their potential regardless of background. While Marin County is recognized as one of the most affluent counties in the nation, it is not without need of these specific opportunities. "We have a responsibility to make Marin more inclusive, not less inclusive. If the Children's Center closes, many of the few families of color in this area will no longer be able to afford to live here without the quality affordable childcare the Center provides, making a very white area even whiter," says Julia Howard-Gibbon, FSACC and RVSD parent.

The FSACC have 110 subsidized child care slots.
Over **75% of children at FSACC are children of color** in a region that is over **80% white.**
The County currently has a **waitlist of over 900 children** for subsidized child care.
FSACC has actively sought out and explored alternative locations, working with a task force led by third party Marin County Office of Education, which concluded **no viable relocation site** exists.

During the RVSD meeting, many trustees claimed they were concerned about the safety of the children at the property and their own potential personal liability. "*...If that is their true concern, selling the property to the Center and letting the FSACC upgrade is a win-win for everyone,*" said Carl D. Brown, FSACC Board Member and Parent. *"How is evicting children a better solution?"* Indeed, a successful eviction will result in a loss in revenue for the school district without resolving the Board Members' individual liability concerns, as eviction here creates a vacant public property for which the District will still hold liability. Speaking at the January 18th RVSD meeting, Janet Garvin, Deer Park neighborhood resident who chaired the 7-11 committee convened by the District to designate the property as surplace said, "*If the Center cannot stay in Deer Park, what is going to happen to that property? The Deer Park neighborhood at large is very concerned about this, starting with what would happen if the property becomes vacant."*

Additionally, "*the District's safety concerns do not match what experts have told us*," says Stephanie Hellman, Project Consultant for the FSACC. **The property was recently inspected by numerous professionals and regulators, including architects, engineers, contractors, the Town of Fairfax Building Department, and the Ross Valley Fire Department, none of whom suggested the Center is unsafe or recommended removing children from the property.** Julia Howard-Gibbon added, "*As a parent and president of the FSACC board, I have reviewed all the safety and facility reports done on the property and I can say with confidence that I not only feel safe sending my child to the Center every day, there is no place I would rather send him.*"

The FSACC provides more than childcare; it offers social and emotional support, comprehensive educational programming, nutritional meals, transportation, and community connections. Closure would not only deprive low-income families but also contribute to a widening education and equity gap. The fate of FSACC, the lifeline for many families, rests in the hands of the RVSD's next steps.

The FSACC is a **vital and valued resource** in the Ross Valley community. FSACC supporters urge the school district to reverse course and allow the Center to purchase the property.

> "*What am I going to do?*" says a mother of two toddlers who attend the Center's preschool. "*I have to work.* ***If I can't take them there, I have to stay home and then how do I work to put food on the table? It affects everything***."
>
> *"The Children's Center is a place where children are safe and thrive in a natural setting. I've lived at my house almost 20 years and its located quite close to the Deer Park entrance. In the time I've lived there, the Children's Center and its families have been model neighbors. Truly. As you all know,* ***there's overwhelming support in this neighborhood and Fairfax for making Deer Park the permanent home for the Children's Center****... I urge the School Board to move beyond general bureaucracy in this process and to look to loftier community goals. With one decision you can remove the burden of your risk liability and give Ross Valley what it needs – a permanent home for the Children's Center,"* Janet Garvin, Deer Park neighbor and President of 7-11 Committee related to Deer Park property.
>
> "*We (Marin County Office of Education) want to expand Early Childhood Education, that means we can't watch it contract...the staff in my office tell me the* ***FSACC is consistently rated as the best preschool in Marin****. Not only just a loss of a preschool but a loss of an example for others,*" John Carroll, Superintendent Marin County Office of Education.
>
> "*The displacement of this extremely important and absolutely necessary institution for SO MANY low income families will be a* ***disaster****, especially at a time when child care is simply out of reach financially for the families of those children,"* Amal Crespo, Language Teacher and Tutor.

For media inquiries, please contact:
Cathryn Yongue at fsaccmediacontact@gmail.com

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.1

MEETING DATE: February 13, 2024

AGENDA TITLE: Approval of the Draft Minutes of the Regular Town Council Meeting of the January 23, 2024

FROM: Serge Avila, Town Clerk

RECOMMENDATION: For Council to consider the approval of the Draft Minutes of the Regular Town Council meeting of January 23, 2024.

ATTACHMENT:

Attachment 1- January 23, 2024 Draft Minutes

San Anselmo Draft Council Minutes
Regular Meeting
Town Council Chambers and via Zoom
Tuesday, January 23, 2024

Call to Order: Optional Pledge of Allegiance

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

COUNCILMEMBERS ABSENT: Tarrell Kullaway

STAFF MEMBERS PRESENT: Dave Donery, Town Manager
Megan Acevedo, Town Attorney
Serge Avila, Town Clerk
Heidi Scoble, Planning Director
Dannielle Mauk, Recreation Director
Mattie O'Grady, Recreation Program Manager
Sean Condry, Public Works Director
Sean Youra, Climate Action Coordinator

Mayor Burke suggested continuing item #2.2 and #2.3 due to Vice Mayor Kullaway's absence. She would like a full Council present.

Councilmember Burdo stated he would like to move forward with item #2.2 tonight.

Councilmember Fineman had a question about upcoming Council agendas.

Councilmember Colbert stated Vice Mayor Kullaway had communicated her committee assignment preferences to staff and he did not think they needed a full Council for this item.

M/s, Burdo/Burke, Motion to continue item #2.3 to the next meeting.
AYES: Burdo, Fineman, Mayor Burke
NOES: Colbert
ABSENT: Vice Mayor Kullaway

Open Time for Public Expression

Ms. Susanne Saunders talked about climate change and the Age of Global Boiling. People need to get out of his or car and into public or active transportation. She advocated for electric cars.

Ms. Annie Sherman stated the Tam Union High School Facilities Bond Measure will be on the March 5th ballot. She urged a "Yes" vote on Measure A.

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

Councilmember Burdo reported he attended the Ross Valley Fire Board meeting; the Yellow

Bus/JEPA meeting.

Councilmember Colbert reported he attended the Ross Valley Fire Board meeting; the JEPA meeting; received a briefing on the Safe Routes to Schools Task Force meeting; attended the Third Street Improvement Project Celebration; the Martin Luther King Celebration in Marin City; discussed the MTC regional transportation measure that will be on a future ballot; attended the Wall Property fundraiser in Fairfax; asked staff to investigate the Fairfax contribution of $12,000 towards the purchase of Upper Hawthorne Canyon in the event San Anselmo wants to offer some reciprocity in the future. The Council supported this request.

Councilmember Fineman reported she attended a Marin Wildfire Authority Prevention (MWPA) meeting; took a trip to Cleveland.

Mayor Burke reported she attended a meeting of a county-wide group called Citizens Marin and heard a presentation about how RHNA numbers are being applied in rural areas; called two basketball games for the Archie Williams Varsity team (Go Falcons!); reported that the Archie Williams Softball team will be using Red Hill Park for their practices starting in February and need to use lights.

1. Consent Agenda

1.1 Approve the Draft Minutes of the Special Meeting- January 9, 2024

1.2 Adopt Ordinance No. 1184 Amending Title 10 (Planning and Zoning) of the San Anselmo Municipal Code

1.3 Revenue and Expenditure Reports, December 2023

1.4 Recreation Finance Report

1.5 Consider cancelling the Regular Town Council meetings scheduled for July 9, August 13, November 26, and December 24, for the year 2024

1.6 Receive and File the Climate Action Quarterly Progress Report

1.7 Receive and File the 2021 San Anselmo Greenhouse Gas (GHG) Inventory Report

1.8 Consider the request from the San Anselmo Open Space Committee (SAOSC) for the Council to authorize a donation of $202,559 to the Marin Open Space Trust (MOST) for their acquisition of Upper Hawthorne Canyon property in San Anselmo

Mayor Burke opened the meeting to public comments

Miles stated this is a farm community and he was concerned about Marxism in Marin.

Mayor Burke closed the meeting to public comments.

Councilmember Colbert commented on items #1.4, #1.6, and #1.8.

Councilmember Fineman asked for the removal of item #1.7 from the Consent Calendar.

M/s, Burdo/Colbert, Motion to approve Consent Calendar items #1.1 through #1.6, and item #1.8.
AYES: Burdo, Colbert, Fineman, Mayor Burke

ABSENT: Vice Mayor Kullaway

1.7 Receive and File the 2021 San Anselmo Greenhouse Gas (GHG) Inventory Report

Councilmember Fineman asked if staff would be making a presentation regarding the Inventory Report at a future Council meeting. She has some questions on methodology and some of the numbers.

Climate Action Coordinator Youra stated staff decided to put the report on the Consent Calendar since it is sometimes difficult to schedule a presentation to the Council.

M/s, Burdo/Colbert, Motion to approve Consent Calendar item #1.7.
AYES: Burdo, Colbert, Fineman, Mayor Burke
ABSENT: Vice Mayor Kullaway

Business Items

2.1 Live on the Avenue 2023 Recap and Review

Recreation Program Manager O'Grady and Ms. Kelly Warner presented the staff report and gave a PowerPoint presentation. Staff answered questions from the Council regarding plans for additional food options including food trucks and local restaurants; open-ended questions in the survey; how the Placer AI data will help the program moving forward; if Placer AI could be used in planning; if Placer AI could make assumptions about the mode of transit; if business related data is private or can be shared; if Place AI could be a tool for business development; if they are at capacity and whether they want to attract more people given bathrooms, parking, safety.

Mayor Burke opened the meeting to public comments.

Ms. Victoria Wise thanked the Town and the Recreation Department for this amazing and innovative community event. She would like to see more teenagers in attendance.

Mayor Burke closed the meeting to public comments.

Councilmember Burdo thanked staff for the presentation and the wonderful event.

Councilmember Colbert thanked the sponsors and staff for going above and beyond.

Councilmember Fineman stated the data from prior years indicates that the event continues to grow. She was concerned about the lack of diversion of organic wastes and would like to improve on this. She thanked Victoria for her groovy Zumba classes.

Mayor Burke stated they have this down in terms of the timeframe. She liked the variety of bands and noted there was a lot of private sector involvement.

2.2 Consider the Appointment of Two Councilmembers to the Memorial Park Master Plan Subcommittee

Recreation Director Mauk presented the staff report. She noted the Parks and Recreation Commission has established a tight deadline and plans to begin meetings in February. Staff answered questions from the Council regarding whether it made sense to combine this with the Memorial Park Community Advisory Committee (Mayor Burke and Councilmember Burdo sit on this committee); if there are current plans for a Bocce ball court and where it would be located;

the possibility of coupling the southern end of the park with increased water storage; the timing for this portion of the Master Plan.

Parks and Recreation Commission Chair Rod Kerr stated he is confident the Commission could come back to the Council within five months with specific recommendations.

Mayor Burke opened the meeting to public comments.

There were no comments.

Mayor Burke closed the meeting to public comments.

Councilmember Burdo stated he would like to continue to serve on the committee. He gave Public Works Director Condry a “shout out” for the bio-retention work at the park. And the grass looks good too.

Councilmember Fineman supported Mayor Burke and Council member Burdo continuing to serve on the committee. She did want to rush decisions that have a long life-span.

Mayor Burke stated she would like to continue to serve on the committee and work on the parks.

Mayor Burke asked if the Memorial Park Community Advisory Committee should be combined with the Memorial Park Master Plan Subcommittee. Town Attorney Acevedo stated this could be done during the Committee Assignments at the next meeting.

2.3 For the Council to Review the List of Town Council Committee Assignments and Make Appointments for 2024.

Mayor Burke stated this item has been continued to the next Council meeting.

The meeting was adjourned 8:38 p.m.

Respectfully submitted,

Toni DeFrancis,
Recording Secretary

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.2

MEETING DATE: February 13, 2024

AGENDA TITLE: Fiscal Year 2022-2023 Audited Annual Financial Report

FROM: Jeff Zuba, Finance & Admin Services Director

RECOMMENDATION: That Council considers accepting the Audited Annual Financial Report for the fiscal year ended June 30, 2023, prepared by Maze & Associates.

BACKGROUND

Following the close of each fiscal year, the Town's external auditors conduct an audit of the Town's financial records and assist in the compilation of the annual financial report. The paramount objective of general-purpose external financial reporting is accountability. The goal of a financial statement audit is to provide users with reasonable assurance from an independent source that the information presented in the statements is reliable.

DISCUSSION/ANALYSIS

The 2022-23 fiscal year audit is the third annual audit performed by Maze & Associates as the Town's external auditors. The firm conducts its audits in accordance with generally accepted auditing standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. The standards require that the auditors plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatements. On a sample basis, they examine evidence supporting the amounts and disclosures in the financial statements. The audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. The auditors issued an unmodified (“clean”) opinion which is presented on page one of the report.

The annual financial report includes balance sheets, revenue, and expenditure reports for each of the Town’s funds, and notes on several items designated by the auditor. This section also includes government-wide financial statements as required by the

Governmental Accounting Standards Board (GASB) Statement No. 34. This information regarding the Town's financial position includes such items as valuation of the Town's fixed assets, capitalization and depreciation of those assets, indebtedness related to those assets, and information on the debt service and employee benefit accruals.

Town-Wide Financial Results:

The actual results of the Town's financial activities are presented in the attached Annual Financial Report (attachment 1). The report includes government-wide financial statements with governmental activities. The government-wide financial statements, which provided a broad overview of the Town's finances, indicate that the Town's net position increased by $2,762,665 to $37,667,718 during the fiscal year ending June 30, 2023.

The Town's total revenues increased by $2,053,759 over the prior year, and total expenditures increased by $4,480,739. General revenues increased primarily due to an increase in property taxes, sales tax, and other revenue. The majority of the expenditure increase is due to the annual expense calculation in the actuarial study for GASB 68 (Pension) and GASB 75 (Post Employment Benefits).

As mentioned above, included in the government-wide financial statements is the reporting of the Town's unfunded net pension liability as required by GASB No. 68. This liability considers both employer and employee contributions, investment earnings and benefits paid out by the pension plan trustee, CalPERS. The annual expense is reported and calculated based upon investment earnings, member pension contributions, and less benefits paid out. The Town's net pension liability is $1,977,151. The liability decreased by approximately $4 million in fiscal year 22-23 due to the Pension Obligation Bonds the Town issued in fiscal year 2021-2022 to address its unfunded liability. Without the issuance of the Pension Obligation Bonds, the net pension liability would have increased significantly due to the poor investment returns for the year ended June 30, 2022, at CalPERS.

Fiscal year 2022-2023 marks the sixth year of implementation of the new Other Postemployment Benefits (OPEB) accounting standard issued by the Governmental Accounting Standards Board (GASB) known as GASB 75. The requirements, which will affect all public agencies with defined benefit programs other than pension, are very similar to those of GASB 68. The Net OPEB liability as of this date was measured to be $1,776,850.

General Fund

The General Fund is the fund that maintains the Town's operating activities and its reserves. As shown on page 69 of the attached report, the General Fund experienced a surplus for the year, as revenues exceeded expenditures and net transfers by nearly $1 million. Property tax revenues remained strong, with a growth in line with prior

years as properties changed ownerships. Sales tax revenue was in line with expectations as consumer spending remained strong during the fiscal year. The revenue in other areas was stable in the fiscal year 2022-23. Expenditures and transfers-out for the general fund were $817,006 less than the budgeted amount, mainly due to open positions, and prudent management of finances.

At its meeting on February 14, 2023, the Town Council approved Resolution No. 4474 establishing the minimum reserves policy at 20.0% of General Fund expenditures and transfers-out, as evaluated against the subsequent years' budget. As of June 30, 2023, the Town successfully attained this target, achieving a reserve level of 34.5%. First, the Town committed $4,188,725 or 20% of its fund balance as Resolution No. 4454 imposes. Additionally, the General Fund ended with an unassigned fund balance of $3,028,732 (page 18) representing an additional 14.5% of the combined expenditures and transfers-out amount in the 2023-24 budget.

Other Governmental Funds

The other major funds ending fund balance shown on the Town's financials are as follows:

Measure D Sales Tax Fund

The Measure D Sales Tax Fund's purpose is to track revenues and expenditures associated with the Measure D one-half (0.5%) transaction and use tax measure passed in 2013. The expenditures are associated with street resurfacing, median maintenance, and other capital improvement projects. The expenditures are reviewed and approved by the Infrastructure and Fiscal Monitoring Committee annually. The expenditures exceeded the revenue in 2022-23 by $456,926, bringing the ending fund balance to $617,009.

Measure J Sales Tax Fund

The Measure J Sales Tax Fund's purpose is to track revenues and expenditures associated with the Measure J one percent (1.0%) transaction and use tax measure passed in 2022. The expenditures are associated with street resurfacing, building infrastructure, parks, other capital improvement projects and public safety. The expenditures are reviewed and approved by the Infrastructure and Fiscal Monitoring Committee annually. The revenue exceeded the expenditures in 2022-23 by $600,294.

Grants Fund

The Grants fund's purpose is to track grant proceeds, those associated with street resurfacing, median maintenance, and other capital improvement projects. The revenue received in 2022-23 was $185,738 less than the budgeted amount due to capital projects, specifically the bridge projects not progressing as expected.

Recreation Fund

Recreation fund revenue is derived from its programs. During 2022-23, the department collected revenue in the amount of $2,376,639, which was approximately $501,225 more than the budgeted amount. Expenditures and transfers-out for the year totaled $1,970,814. The ending balance increased by $405,825 and was

directly attributable to greater participation in the Department's programs.

Road Maintenance Fund
The Road Maintenance fund expenditures exceeded revenues in fiscal year 2022-23 by $83,235, bringing the ending fund balance to $258,419.

The funds not listed above are considered non-major funds with details provided in the supplemental information beginning on page 76 of the attachment annual report.

FISCAL IMPACT

There would be no direct fiscal impact on the Town to approve this item.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

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

CONCLUSION

The audit report outlined above provides the Council with an overview of the fiscal condition and internal control of the Town as of June 30, 2023. The recommended action is to accept the auditor's report.

ATTACHMENT

Attachment 1 – 2022-23 Annual Financial Report

TOWN OF SAN ANSELMO
California

Annual Financial Report

June 30, 2023

Town Council

Steve Burdo	**Mayor**
Eileen Burke	**Vice Mayor**
Brian Colbert	**Member**
Alexis Fineman	**Member**
Tarrell Kullaway	**Member**

Appointed Officials

Town Manager
David P. Donery

Finance & Administrative Services Director
Jeff Zuba

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TOWN OF SAN ANSELMO
June 30, 2023

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MAZE & ASSOCIATES

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor
Members of the Town Council
Town of San Anselmo, California

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Town of San Anselmo (Town), California, as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Town as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirement relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Accountancy Corporation
3478 Buskirk Avenue, Suite 217
Pleasant Hill, CA 94523

T 925.228.2800
E maze@mazeassociates.com
W mazeassociates.com

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and other required supplementary information as listed in the Table of Contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The accompanying Supplementary Information, as listed in the Table of Contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplementary Information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Maze & Associates

Pleasant Hill, California
December 1, 2023

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MANAGEMENT'S DISCUSSION & ANALYSIS

Prepared by Management

(unaudited)

Town of San Anselmo
Management's Discussion and Analysis
June 30, 2023

The Management Discussion and Analysis (MD&A) provides an overview of the Town of San Anselmo (the "Town") activities and financial performance for the fiscal year ended June 30, 2023. To obtain a complete understanding of the Town's financial condition, this document should be read in conjunction with the accompanying Basic Financial Statements and Notes to the Basic Financial Statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements consist of three components: Government-wide Financial Statements, Fund Financial Statements, and Notes to the Basic Financial Statements. This report also contains required and other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The Government-wide Financial Statements consist of the Statement of Net Position, and the Statement of Activities. These statements are designed to provide readers with a broad overview of the Town's finances, in a manner like a private-sector business. They provide information about the activities of the Town as a whole and present a longer-term view of the Town's finances.

The Statement of Net Position presents information on all of the Town's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The Statement of Activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, some of the revenue and expenses reported in this statement may result in cash flows only in future fiscal periods, such as revenue related to uncollected taxes or interest expense incurred but not paid.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other governmental entities, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. Funds of governmental entities are divided into three categories: Governmental Funds, Proprietary Funds, and Fiduciary Funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on both short-term inflows and outflows of spendable resources and the remaining year-end balances available for spending. This information may be useful in evaluating a government's near-term financing requirements. Because the focus of governmental fund financial statements is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the statement of revenue, expenditures, and changes in fund balances provide a reconciliation to assist the reader with this comparison between governmental funds and governmental activities.

Town of San Anselmo
Management's Discussion and Analysis
June 30, 2023

The Town maintains 27 individual governmental funds. In the governmental funds balance sheet, and the statement of revenue, expenditures, and changes in fund balances, information is presented separately for the following funds considered to be major funds:

- General Fund
- Measure D Sales Tax Fund
- Measure J Sales Tax Fund
- Grants Fund
- Recreation Fund
- Road Maintenance Fund

Special Revenue Funds: these funds generally account for revenue derived from specific sources. These funds are required by statute or ordinance to finance particular functions or activities of government or are restricted as to their use, and include the following funds:

- Community Facilities Master Plan Fund
- Downtown Revitalization Fund
- Emergency Projects Fund
- Gas Tax Fund
- Library Tax Fund
- Isabel Cook Community Center Fund
- Robson House Fund
- Special Events Fund
- Measure A Parks Fund
- Creekside Commons Fund
- Measure C Wildfire Tax Fund
- Parking Fund
- Climate Action
- Community Gardens Fund

Capital Project Funds: these funds are used to account for the construction of capital facilities or acquisition of equipment and include the following funds:

- Capital Reconstruction Fund
- Equipment Replacement Fund
- Active Transportation Fund

Debt Service Fund: these funds are used to account for and accumulate financial resources to be used for principal and interest payments on the Town's long-term obligations, and include the following funds:

- Measure G Debt Service, Bond Series 2011
- Municipal Lease Fund
- Measure G Debt Service, Bond Series 2020
- Pension Obligation Bonds 2021

Town of San Anselmo
Management's Discussion and Analysis
June 30, 2023

Proprietary Funds
The Town currently reports four Internal Service funds; Insurance Fund, Building Maintenance Fund, Technology Replacement Fund, and Vehicle Replacement Fund. The insurance fund accounts for the premium payments as well as the self-insured portion of the Town's workers' compensation and liability insurance programs. The other three internal service funds account for the costs and operation of the Town's maintenance and repair of infrastructure and equipment and to accumulate funding for significant projects down the road.

Notes to the Financial Statements

The Notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The Notes follow the Basic Financial Statements.

Required Supplementary Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information in addition to this discussion and analysis concerning the Town's budgetary to actual comparison schedules, its schedule of funding progress for the other postemployment benefits plan, and its cost-sharing multiple-employer defined benefits pension plan schedule, which is administered by CalPERS as trustee for the plan. This report presents combining nonmajor fund financial statements, which follow the required supplementary information section.

FINANCIAL HIGHLIGHTS

Government-wide Financial Statement Highlights

- The Government-wide statement of net position, appearing as the first statement of the basic financial statements and summarized in Management's Discussion and Analysis, reports the Town's total assets to be $58,489,276, deferred outflows of resources at $7,399,931, total liabilities of $18,399,141, deferred inflows of resources at $9,822,348, and net position of $37,667,718.

- The Town's total revenue for governmental funds of $31,078,811 was offset by total expenses of $29,021,248, resulting in an increase in governmental fund balances of $2,057,563.

- The Town's capital assets totaled $38,335,994, net of $15,556,116 in accumulated depreciation.

- The Town's long-term debt and obligations totaled $14,033,206 (excluding insurance claims) as of June 30, 2023, a decrease of $4,580,929 over the prior fiscal year. The decrease is mainly contributed by the issuance of the 2021 Pension Obligation bonds to refund the Town's pension liability with CalPERS and by payments made to reduce the general obligation bonds, pension obligation bonds, and municipal lease.

Fund Financial Statement Highlights

- Governmental Funds – As of the close of fiscal year 2023, the Town's governmental funds reported a combined ending fund balance of $15,183,081 as compared to $13,125,518 as of June 30, 2022. Of this total amount, $63,112 is nonspendable, $3,177,708 is restricted, $8,611,216 is committed, $365,288 is assigned, and $2,965,757 is unassigned.

- Governmental fund resources totaled $30,948,935, an increase of $666,989 from those of the previous year. The increases were a result of stronger property and sales tax revenue, recreation programs, and American Rescue Plan Act funding reduced by lower grant funding.

- Governmental fund expenditures decreased by $7,941,523 to $29,020,248 from $36,961,771 in the prior year, due primarily to the issuance of the Pension Obligation Bonds refunding the unfunded liability with CalPERS.

Town of San Anselmo
Management's Discussion and Analysis
June 30, 2023

Government-wide Financial Statement Analysis

A condensed presentation of the Statement of Net Position is presented in the following table comparing last fiscal year to the most recently completed fiscal year:

Statement of Net Position
Comparison of FY 2023 and FY 2022

	June 30 2023	June 30 2022	Amount Change	Percent Change
Assets				
Current and other assets	$ 20,153,282	$ 17,394,969	$ 2,758,313	16%
Capital assets, net	38,847,836	35,862,042	2,985,794	8%
Total assets	59,001,118	53,257,011	5,744,107	11%
Deferred outflows	7,399,931	10,978,139	(3,578,208)	-33%
Totals	66,401,049	64,235,150	2,165,899	3%
Liabilities				
Current and other liabilities	4,175,487	4,161,031	14,456	0%
Noncurrent liabilities	14,223,654	18,807,448	(4,583,794)	-24%
Total liabilities	18,399,141	22,968,479	(4,569,338)	-20%
Deferred inflows	9,822,348	6,361,618	3,460,730	54%
Totals	28,221,489	29,330,097	(1,108,608)	-4%
Net Position				
Net investment in capital assets	27,779,805	24,217,523	3,562,282	15%
Restricted	3,220,890	5,678,025	(2,457,135)	-43%
Unrestricted	6,667,023	5,009,505	1,657,518	33%
Total net position	$ 37,667,718	$ 34,905,053	$ 2,762,665	8%

Net position of $37,667,718 at June 30, 2023 as compared to $34,905,053 at the close of the prior fiscal year changed due to the following:

- Current governmental assets increased by $2,758,313, primarily due to the continued spending constraints and improved property and sales tax revenues.

- Net capital assets increased by $2,985,794 due to additional infrastructure projects, such as Memorial Park Rehabilitation Project,

- Total liabilities decreased by $4,569,338 due to the issuance of 2021 Pension Obligation Bonds refunding CalPERS pension liability and payments made to reduce the general obligation bonds, pension obligation bonds, and municipal lease.

- Noncurrent liabilities of $14,223,654 included the unfunded net pension liability, noncurrent portion of insurance claim liabilities, the noncurrent portion of long-term debt, and the postemployment benefit plan obligation.

Town of San Anselmo
Management's Discussion and Analysis
June 30, 2023

General Government Functions

A condensed presentation of the Statement of Activities is presented in the following table comparing last fiscal year to the most recently completed fiscal year:

Comparison of FY 2023 and 2022

	June 30		Amount	Percent
	2023	2022	Change	Change
Revenue				
Program revenue	$ 6,190,054	$ 6,675,799	$ (485,745)	-7%
General revenue	24,636,703	22,097,199	2,539,504	11%
Total revenue	30,826,757	28,772,998	2,053,759	7%
Expenses				
General government	5,031,391	7,300,982	(2,269,591)	-31%
Public safety	10,084,386	9,560,653	523,733	5%
Community development	1,050,875	530,422	520,453	98%
Public works	7,078,707	3,819,209	3,259,498	85%
Culture and Recreation	4,569,447	2,082,709	2,486,738	119%
Other	249,286	288,378	(39,092)	-14%
Total expenses	28,064,092	23,582,353	4,481,739	19%
Change in Net Position	2,762,665	5,190,645	(2,427,980)	-47%
Net Position - beginning	34,905,053	29,714,408	5,190,645	17%
Net Position - end of year	$ 37,667,718	$ 34,905,053	$ 2,762,665	8%

- Total revenue increased by $2,053,759 due primarily to stronger property and sales tax revenues, grant funding for various capital projects, and recreational programming.

- Total expense increases were due to the continuing impact of GASB 68 (Pension Plan Expense) and GASB 75 (OPEB retiree medical benefits plan expense).

FINANCIAL ANALYSIS OF MAJOR GOVERNMENTAL FUNDS

General Fund

Total general fund revenue and transfers in exceeded budgeted revenue by $779,330. This includes property tax exceeding the budgeted amount by $383,823, Franchise fees by $125,545, and Intergovernmental revenue by $120,468. Expenditures and *transfers out* for the general fund were $817,006 less than the budgeted amount, mainly due to open positions, and prudent management of finances.

Measure D Sales Tax Fund

The Measure D Sales Tax Fund purpose is to track revenues and expenditures associated with the Measure D one-half (0.5%) transaction and use tax measure passed in 2013. The expenditures are mainly associated with street resurfacing, median maintenance, and other capital improvement projects. The expenditures are reviewed and approved by the Infrastructure and Fiscal Monitoring Committee annually. The expenditures exceeded the revenue in 2022-23 by $463,404, bringing the ending fund balance to $610,531.

Town of San Anselmo
Management's Discussion and Analysis
June 30, 2023

Measure J Sales Tax Fund
The Measure J Sales Tax fund purpose is to track revenues and expenditures associated with the Measure J one percent (1.0%) transaction and use tax measure passed in 2022. The expenditures are mainly associated with street resurfacing, building infrastructure, parks, other capital improvement projects and public safety. The expenditures are reviewed and approved by the Infrastructure and Fiscal Monitoring Committee annually. The revenue exceeded the expenditures in 2022-23 by $599,898, bringing the ending fund balance to $599,898.

Grants Fund
The Grants fund's purpose is to track grant proceeds, mainly those associated with street resurfacing, median maintenance, and other capital improvement projects. The revenue received in 2022-23 was $221,660 less than the budgeted amount due to capital projects specifically the bridge projects not progressing as expected.

Recreation Fund
Recreation fund revenue is derived from its programs. During 2022-23, the department collected revenue in the amount of $2,359,373, which was approximately $483,959 more than the budgeted amount. Expenditures and transfers-out for the year totaled $1,970,814. The ending balance increased by approximately $388,559 was directly attributable to greater participation in the Department's programs.

Road Maintenance Fund
The Road Maintenance fund expenditures exceeded revenues in fiscal year 2022-23 by $1,433, bringing the ending fund balance to $173,751. This fund receives its revenue through gas tax, impact fees, and through a transfer with the general fund.

Capital Assets and Debt Administration
Capital Assets - the Town's investment in capital assets at year-end was $38,847,836, net of depreciation; an increase of $2,985,794 as compared with the previous fiscal year, primarily due to infrastructure improvements.

Long-term Debt and Obligations- the Town had $13,987,139 outstanding in long-term debt and obligations (not including insurance claims). This is an decrease of $4,626,996 as compared to the prior fiscal year. The decrease is mainly contributed from the issuance of the 2021 Pension Obligation bonds offset by payments made to reduce the general obligation bonds, pension obligation bonds, and municipal lease.

ECONOMIC OUTLOOK AND BUDGET FOR 2022-2023

The Town continues to monitor the local economy and assesses an improving outlook. The economic outlook affects the preparation of the annual budgets. The Town considered the following major factors when setting the fiscal 2023-24 budget:

REVENUE

The Town's largest revenue source is property tax which account for 78% of the Town's total General Fund operating revenue, or 78% of total governmental funds revenue. Based on the most recent information available, General Fund secured property tax is expected to increase by 3%, as compared with the 2022-23 fiscal year.

Sales tax and transactions and use tax (Measure D/Measure J) combined, represent the Town's second largest tax revenue generators. It has achieved a 19% gain over the previous year. The Town's annual budget, adopted in June 2023, includes $4,113,266 in sales tax revenue.

The budget for permits and fee revenue was increased by $66,000 due to the addition of parklet permit fees offset by the anticipated slowdown in construction activity.

Overall, other revenue sources are expected to be stable.

Town of San Anselmo
Management's Discussion and Analysis
June 30, 2023

EXPENDITURES

Employee-related expenses account for approximately 73% of the Town operating expenditures, including the Fire and Police Service contract payments. In 2023-2024 Town employees received a 4.5% increase in July in their salary schedules. The overall increase to operating fund salaries for 2023-24 is estimated at approximately 7%. The overall increase provides an increase to salary schedules, scheduled step increases, and joint power contracts.

On January 1, 2013, the California Public Employees Pension Reform Act of 2013 (PEPRA) went into effect. The Pension Reform Bill impacts new public employees and establishes a cap on the amount of compensation that can be used to calculate a retirement benefit. It also increases the age at which an employee is eligible for service credit retirement. In 2023-24, more than half of the Town's employees were enrolled in the PEPRA plan. PEPRA Plan Employees pay at least half their share of the normal retirement pension costs.

Normal retirement pension costs, the annual cost of service accrual for the upcoming year for active employees, is expected to increase by approximately $42,249. This is the result of increased salary costs, and the discount rate increase. The Town pays no portion of the CalPERS retirement plan employee contribution. "Classic Employees," those enrolled in CalPERS or a reciprocal plan prior to January 1, 2013 without a significant break in service, pay 8% of salary as employee contributions, plus an additional 5.5% or 4.5% (depending on bargaining group) toward the employer contribution.

Additionally, the Town has established a pension stabilization trust. The balance of this trust was approximately $817,865 as of June 30, 2023. The balance in the trust can be used only to pay expenditures related to retirement costs.

The Town's experience with the Bay Cities Joint Powers Insurance Authority, our self-insurance pool, has remained stable. Costs for Workers' Compensation claims were as anticipated, but costs for liability claims were lower than anticipated. A charge for service to the General Fund of $600,002 and transfers in of $100,000 to the Insurance Fund has been made to ensure that insurance reserves remain at the level deemed sufficient by the Bay Cities Joint Powers Insurance Authority to fund fully our outstanding claims going forward.

Fiscal Challenges

The long-term fiscal challenges facing the Town continue to be:

- Ensuring sufficient funds to maintain the Town's streets and storm drain infrastructure at current levels.
- Addressing aging infrastructure in Town buildings, parks, and other public facilities, and replacing older, outdated equipment.
- Relying heavily on a relatively fixed tax base, restricted by a geography offering few development possibilities for tax revenue expansion.

Request for Information

This financial report is designed to provide our citizens, taxpayers, creditors, and government regulators with a general overview of the Town's finances and to demonstrate the Town's accountability for the money it receives. Below is the contact address for questions about this report or requests for additional financial information.

Finance & Administrative Services Director
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960
(415) 258-4678

GOVERNMENT-WIDE FINANCIAL STATEMENTS

TOWN OF SAN ANSELMO
Government-wide Financial Statements
Statement of Net Position
June 30, 2023

	Governmental Activities
ASSETS	
Current Assets	
Cash and investments (Note 2)	$ 17,524,750
Restricted cash and investments (Note 2)	817,865
Receivables	1,615,633
Prepaid expenses	87,155
Lease receivable (Note 10)	107,879
Total current assets	20,153,282
Noncurrent Assets	
Capital assets, non-depreciable (Note 4)	5,422,611
Capital assets, net of depreciation (Note 4)	32,913,383
Total noncurrent assets	38,335,994
Total assets	58,489,276
DEFERRED OUTFLOW OF RESOURCES	
Related to pension (Note 9)	7,097,315
Related to OPEB (Note 10)	302,616
Total deferred outflows of resources	7,399,931
LIABILITIES	
Current Liabilities	
Accounts payables	771,101
Accrued liabilities	45,180
Unearned revenue	417,358
Deposits payable	2,060,623
Interest payable	19,930
Compensated absences (Note 1I)	34,063
Long term debt due in one year (Note 6)	740,000
Insurance claims due in one year (Note 12)	87,232
Total current liabilities	4,175,487
Noncurrent Liabilities	
Compensated absences (Note 1I)	236,016
Long term debt due in more than one year (Note 6)	10,043,189
Insurance claims due in more than one year (Note 12)	190,448
Net Pension Liability (Note 9)	1,977,151
Net OPEB Liability (Note 10)	1,776,850
Total noncurrent liabilities	14,223,654
Total liabilities	18,399,141
DEFERRED INFLOW OF RESOURCES	
Leases related (Note 10)	107,879
Related to pension (Note 9)	9,364,509
Related to OPEB (Note 10)	349,960
Total deferred inflows of resources	9,822,348
NET POSITION (Note 7)	
Net investment in capital assets	27,779,805
Restricted	3,220,890
Unrestricted	6,667,023
Total net position	$ 37,667,718

The accompanying notes to financial statements are an integral part of this financial statement

TOWN OF SAN ANSELMO
Government-wide Financial Statements
Statement of Activities
For the Year Ended June 30, 2023

Functions/Programs	Expenses	Program Revenue: Charges for Services	Program Revenue: Operating Grants	Program Revenue: Capital Grants	Net (Expense) Revenue and Change in Net Position
Governmental Activities:					
General government	$ 5,031,391	$ -	$ 30,008	$ -	$ (5,001,383)
Public safety-police	5,227,589	-	143,590	-	(5,083,999)
Public safety-fire	4,856,797	-	-	-	(4,856,797)
Community development	1,050,875	151,506	66,000	-	(833,369)
Public works	7,078,707	604,350	-	2,808,947	(3,665,410)
Culture and recreation	4,569,447	2,373,680	11,973	-	(2,183,794)
Interest and fiscal charges	249,286	-	-	-	(249,286)
Totals	$ 28,064,092	$ 3,129,536	$ 251,571	$ 2,808,947	(21,874,038)

General Revenue	
Property taxes	17,061,036
Sales taxes	3,251,594
Franchise taxes	900,545
Licenses and permits	1,407,983
Fines and forfeitures	88,034
Use of property and money	481,720
Other revenue	1,445,791
Total general revenue	24,636,703
Change in Net Position	2,762,665
Net Position - beginning	34,905,053
Net Position - end of year	$ 37,667,718

The accompanying notes to financial statements are an integral part of this financial statement

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FUND FINANCIAL STATEMENTS

TOWN OF SAN ANSELMO
Balance Sheet
Governmental Funds
June 30, 2023

		Major Special Revenue Funds						
	General Fund	Measure D Sales Tax Fund	Measure J Sales Tax Fund	Grants Fund	Recreation Fund	Road Maintenance Fund	Other Governmental Funds	Total Governmental Funds
ASSETS								
Cash and investments (Note 2)	$ 9,380,116	$ 599,891	$ 128,538	$ 156,186	$ 1,344,871	$ 273,186	$ 4,288,372	$ 16,171,160
Receivables	776,684	12,172	487,436	36,572	6,504	8,697	282,035	1,610,100
Prepaid expenses	45,417	2,396	-	-	6,964	1,174	7,161	63,112
Restricted investment with trustee	817,865	-	-	-	-	-	-	817,865
Lease receivable (Note 10)	-	-	-	-	-	-	107,879	107,879
Total assets	$ 11,020,082	$ 614,459	$ 615,974	$ 192,758	$ 1,358,339	$ 283,057	$ 4,685,447	$ 18,770,116
LIABILITIES								
Payables	$ 218,674	$ (2,550)	$ 15,680	$ 65,206	$ 96,399	$ 20,545	$ 252,429	$ 666,383
Accrued liabilities	43,438	-	-	-	-	-	1,742	45,180
Deposits payable	2,052,925	-	-	-	-	4,093	3,605	2,060,623
Unearned revenue	24,823	-	-	-	392,535	-	-	417,358
Total liabilities	2,339,860	(2,550)	15,680	65,206	488,934	24,638	257,776	3,189,544
DEFERRED INFLOW OF RESOURCES								
Leases related (Note 10)	-	-	-	-	-	-	107,879	107,879
Unavailable Revenue	187,742	-	-	-	-	-	101,870	289,612
Total Deferred inflow of resources	187,742	-	-	-	-	-	209,749	397,491
			-					
FUND BALANCES (Note 6):								
Nonspendable	45,417	2,396	-	-	6,964	1,174	7,161	63,112
Restricted	817,865	614,613	600,294	127,552	-	256,431	760,953	3,177,708
Committed	4,360,275	-	-	-	862,441	-	3,388,500	8,611,216
Assigned	240,191	-	-	-	-	-	125,097	365,288
Unassigned	3,028,732	-	-	-	-	814	(63,789)	2,965,757
Total fund balances	8,492,480	617,009	600,294	127,552	869,405	258,419	4,217,922	15,183,081
Total liabilities, Deferred inflow of resources and Fund balances	$ 11,020,082	$ 614,459	$ 615,974	$ 192,758	$ 1,358,339	$ 283,057	$ 4,685,447	$ 18,770,116

The accompanying notes to financial statements are an integral part of this financial statement

TOWN OF SAN ANSELMO
Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position
June 30, 2023

Total fund balances - governmental funds	$	15,183,081
Amounts reported for Governmental Activities in the Statement of Net Position are different from those reported in the Governmental Funds above because of the following:		
CAPITAL ASSETS		
Capital assets used in Governmental Activities are not current assets or financial resources and therefore are not reported in the Governmental Funds.		38,335,994
Unavailable revenue		289,612
ALLOCATION OF INTERNAL SERVICE FUND NET POSITIONS		
Internal service funds are not governmental funds. However, they are used by management to charge the costs of certain activities, such as insurance and central services and maintenance to individual governmental funds. The net current position of the Internal Service Funds are therefore included in Governmental Activities in the following line items in the Statement of Net Position.		1,000,768
DEFERRED INFLOWS AND OUTFLOWS		
The deferred outflows below are not current assets or financial resources; and the deferred inflows are not due and payable in the current period and therefore are not reported in the Governmental Funds.		
Deferred outflows		7,399,931
Deferred inflows		(9,714,469)
LONG-TERM LIABILITIES		
The liabilities below are not due and payable in the current period and therefore are not reported in the Funds:		
Long-term debt		(10,783,189)
Interest payable		(19,930)
Compensated absences		(270,079)
Net OPEB liability		(1,776,850)
Net pension liability		(1,977,151)
Net position of governmental activities	$	37,667,718

The accompanying notes to financial statements are an integral part of this financial statement

TOWN OF SAN ANSELMO

Statement of Revenue, Expenditures, and Change in Fund Balances

Governmental Funds

Year Ended June 30, 2023

		Major Special Revenue Funds						
REVENUE	**General Fund**	**Measure D Sales Tax Fund**	**Measure J Sales Tax Fund**	**Grants Fund**	**Recreation Fund**	**Road Maintenance Fund**	**Other Governmental Funds**	**Total Governmental Funds**
Property taxes	$ 15,767,652	$ -	$ -	$ -	$ -	$ -	$ 1,105,642	$ 16,873,294
Sales taxes	1,579,453	985,592	615,423	-	-	-	71,126	3,251,594
Franchise fees	900,545	-	-	-	-	-	-	900,545
Licenses and permits	1,379,263	-	-	-	-	-	31,840	1,411,103
Fines and forfeitures	88,034	-	-	-	-	-	-	88,034
Use of money and property	187,661	10,694	653	-	28,507	3,921	226,696	458,132
Intergovernmental	247,968	-	-	532,006	-	-	2,139,450	2,919,424
Charges for services	151,506	-	-	-	2,348,132	604,350	17,011	3,120,999
Other revenue	162,498	-	-	48,711	-	83,623	44,129	338,961
Total revenue	20,464,580	996,286	616,076	580,717	2,376,639	691,894	3,635,894	29,362,086
EXPENDITURES								
Current -								
General government	2,780,893	-	-	-	-	-	43,253	2,824,146
Public safety - police	4,938,129	-	-	-	-	-	-	4,938,129
Public safety - fire	4,829,687	-	-	-	-	-	-	4,829,687
Community development	721,748	-	-	-	-	-	-	721,748
Public works	3,471,784	240,447	-	83,909	-	185,329	849,419	4,830,888
Culture and recreation	1,088,037	-	-	-	1,944,326	-	378,176	3,410,539
Capital Outlay	-	1,212,765	15,782	616,057	-	1,155,442	980,418	3,980,464
Debt service								
Principal	285,000	-	-	-	-	-	763,172	1,048,172
Interest	210,549	-	-	-	-	-	85,201	295,750
Total expenditures	18,325,827	1,453,212	15,782	699,966	1,944,326	1,340,771	3,099,639	26,879,523
Excess of Revenue Over (Under) Expenditures	2,138,753	(456,926)	600,294	(119,249)	432,313	(648,877)	536,255	2,482,563
Other Financing Sources / (Uses)								
Transfers in (Note 3)	356,096	-	-	-	-	732,112	628,517	1,716,725
Transfers (out) (Note 3)	(1,503,517)	-	-	-	(26,488)	-	(611,720)	(2,141,725)
Total Other Financing Sources/ (Uses)	(1,147,421)	-	-	-	(26,488)	732,112	16,797	(425,000)
CHANGE IN FUND BALANCES	991,332	(456,926)	600,294	(119,249)	405,825	83,235	553,052	2,057,563
Fund balances - beginning	7,501,148	1,073,935	-	246,801	463,580	175,184	3,664,870	13,125,518
Fund balances - end of year	$ 8,492,480	$ 617,009	$ 600,294	$ 127,552	$ 869,405	$ 258,419	$ 4,217,922	$ 15,183,081

The accompanying notes to financial statements are an integral part of this financial statement

TOWN OF SAN ANSELMO
Reconciliation of the Statement of Revenue, Expenditures, and Change in Fund Balances of Governmental Funds to the Statement of Activities
for the Year Ended June 30, 2023

Change in fund balances - governmental funds	$	2,057,563
Amounts reported for governmental activities in the statement of activities are different because:		
Capital Assets		
The acquisition of capital assets uses current financial resources but has no effect on net position.		3,505,214
The cost of capital assets is allocated over their estimated useful lives and and reported as depreciation expense in the statement of activities.		(1,031,262)
Measurement focus		
Certain expenses reported in the statement of activities do not require the use of current financial resources and therefore, are not reported as expenditures in governmental funds. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues.		
Change in accrued interest expense on long-term debt		6,307
Change in compensated absences expense liability		(50,249)
Change in net pension plan expense liability and deferrals		(3,547,054)
Change in net OPEB plan expense liability and deferrals		218,563
Change in unavailable revenue		289,612
Long-term Liabilities and Obligations		
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		1,048,172
Gain on bond refunding is added to fund balance		40,157
Internal Service funds		
Internal service funds are used by management to charge the costs of insurance to an individual fund. The net revenue (loss) is reported with governmental activities in the statement of activities.		225,642
Change in net position of governmental activities	$	2,762,665

The accompanying notes to financial statements are an integral part of this financial statement

TOWN OF SAN ANSELMO
Proprietary Funds
Statement of Net Position
June 30, 2023

	Total Internal Service Fund
ASSETS	
Cash and investments (Note 2)	$ 1,353,590
Accounts Recievables	5,533
Prepaid expenses	24,043
Total assets	1,383,166
LIABILITIES	
Current liabilities:	
Payables	104,718
Claims payable - current (Note 12)	87,232
Total current liabilities	191,950
Noncurrent liabilities:	
Claims payable - due in more than one year (Note 12)	190,448
Total liabilities	382,398
NET POSITION	
Unrestricted	1,000,768
Total net position	$ 1,000,768

The accompanying notes to financial statements are an integral part of this financial statement

TOWN OF SAN ANSELMO

Proprietary Funds

Statement of Revenue, Expenses, and Change in Net Position

Year Ended June 30, 2023

	Total Internal Service Fund
OPERATING REVENUE	
Use of money and property	$ 23,588
Charges for services	1,127,756
Other revenue	23,715
Total operating revenue	1,175,059
OPERATING EXPENSES	
Insurance costs	$ 625,238
Supplies and services	749,179
Total operating expenses	1,374,417
Operating income (loss)	(199,358)
Transfers in (Note 3)	425,000
CHANGE IN NET POSITION	225,642
Net Position - beginning	775,126
Net Position - end of year	$ 1,000,768

The accompanying notes to financial statements are an integral part of this financial statement

TOWN OF SAN ANSELMO
Proprietary Fund
Statement of Cash Flows
Year Ended June 30, 2023

	Total Internal Service Fund
CASH FLOWS PROVIDED BY (USED FOR)	
Operating Activities	
Receipts from customers and interfund charges	$ 1,169,526
Payments to vendors and insurance claims	(1,296,093)
Net cash provided (used)	(126,567)
Noncapital Financing Activities	
Transfers in	425,000
Net cash provided (used)	425,000
Net Increase (Decrease) in Cash	298,433
Cash and cash equivalents - beginning	1,055,157
Cash and cash equivalents - end of year	$ 1,353,590
Operating Activities Analysis	
Operating Income (Loss)	$ (199,358)
Reconciliation adjustments:	
(Increase) decrease in accounts receivables	(5,533)
(Increase) decrease in prepaid expenses	13,045
Increase (decrease) in payables	69,948
Increase (decrease) in claims	(4,669)
Net cash provided (used)	$ (126,567)

The accompanying notes to financial statements are an integral part of this financial statement

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

The notes to the financial statements include a summary of significant accounting policies and other notes considered essential to fully disclose and fairly present the transactions and financial position of the Town as follows:

Note 1 – Summary of Significant Accounting Policies

Note 2 – Cash and Investments

Note 3 – Interfund Transfers

Note 4 – Capital Assets

Note 5 – Long-term Debt

Note 6 – Net Position and Fund Balances

Note 7 – Deferred Compensation

Note 8 – Pension

Note 9 – Other Postemployment Benefits Plan (OPEB)

Note 10 – Leases

Note 11 – Jointly Governed Organizations

Note 12 – Risk Management

Note 13 - Commitments and Contingencies

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

Note 1 - Summary of Significant Accounting Polices

The Town of San Anselmo, California, was incorporated in 1907 under the laws of the State of California within Marin County. The Town operates under a Council-Manager form of government. The Town provides municipal services to its citizens including the public safety (police and fire), streets and related improvement, public improvements, planning and zoning, community services (parks, recreation, and library), and general administrative support.

A. Reporting Entity

The Town of San Anselmo is an independent town and is governed by a five-member Town Council elected by the Town residents at large. The posts of mayor and vice-mayor rotate among council. The Town is legally separate and fiscally independent, which means it can issue debt, adopt, and modify budgets and fees, and sue or be sued. These financial statements present the Town as the Primary Government for which it is considered financially accountable.

B. Basis of Presentation

The Town's Basic Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America. The Governmental Accounting Standards Board (GASB) is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the United States.

These GASB Standards require that the financial statements described below be presented:

Government-Wide Statements: The Statement of Net Position and the Statement of Activities display information about the primary government. These statements include the financial activities of the overall Town government, except for fiduciary activities.

Eliminations have been made to minimize the double counting of internal activities. However, the interfund services provided and used are not eliminated in the process of consolidation. These statements distinguish between the governmental and business-type activities of the Town Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed, in whole or in part, by fees charged to external parties.

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the Town and for each function of the Town's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include: (a) charges paid by the recipients of goods or services offered by the programs; (b) grants and contributions that are restricted to meeting the operational needs of a particular program; and (c) fees, grants and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the Town's funds, including fiduciary funds and blended component units. Separate statements for each fund category — governmental, proprietary, and fiduciary — are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Proprietary funds distinguish operating revenues and expenses from nonoperating items Operating revenues, such as charges for services, and expenses, such as contractual services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as investment earnings, and expenses, such as interest expenses, result from nonexchange transactions or ancillary activities.

C. Major Funds

Major funds are defined as funds that have either assets plus deferred outflows of resources, liabilities plus deferred inflows of resources, revenues or expenditures equal to ten percent of their fund-type total and five percent of the grand total. Major governmental and enterprise funds are identified and presented separately in the fund financial statements. All other funds, entitled non-major funds, are combined, and reported in a single column, regardless of their fund-type. The General Fund is always a major fund. The Town may also select other funds it believes should be presented as major funds based on qualitative factors.

The Town reported the following major governmental funds in the accompanying financial statements:

General Fund – The General Fund accounts for all general revenues of the Town not specifically levied or collected by other Town funds and their related expenditures. The General Fund also accounts for all financial resources of a governmental unit which are not accounted for in another fund.

Measure D Sales Tax Fund – The Measure D Sales Tax Fund accounts for collection of the temporary voter-approved sales tax proceeds. The Town Council has committed the funds to be used for capital project purposes.

Measure J Sales Tax Fund – The Measure J Sales Tax Fund accounts for collection of the temporary voter-approved sales tax proceeds. The Town Council has committed the funds to be used for capital project purposes.

Grants Fund – The Grants Fund accounts for various intergovernmental revenue sources, i.e., federal, state, or local, of which are restricted primarily for road and other infrastructure improvement.

Recreation Fund – The Recreation Fund accounts for the Town's Recreation Fees charged to the community for sports, outdoor leisure, arts and other outdoor activities. These proceeds are for funding such programs.

Road Maintenance Fund – The Roads Maintenance Fund accounts for the Town's levied Road Impact Fee proceeds. These proceeds are used specifically for road maintenance and improvement projects as designated by the Town Council.

The Town also reports the following fund types:

Internal Service Funds - The funds account for the Town's insurance claims and premiums, such as general liability, worker's compensation, state unemployment, and infrastructure/equipment replacement. All of which are provided to the primary government on a cost-reimbursement basis.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

D. Basis of Accounting

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the full accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Town considers all revenues reported in the governmental funds to be available if the revenues are generally collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on governmental long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Governmental capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of governmental long-term debt and acquisitions under capital leases are reported as other financing sources.

Those revenues susceptible to accrual are taxes, intergovernmental revenues, use of money and property revenue, charges for services, fines and penalties, and license and permit revenues. Sales taxes collected and held by the State at year-end on behalf of the Town are also recognized as revenue.

Non-exchange transactions, in which the Town gives or receives value without directly receiving or giving equal value in exchange, include taxes, grants, entitlements, and donations. On the accrual basis, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

The Town's policy is to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

All proprietary are accounted for using the accrual basis of accounting. Their revenues are recognized when earned, and their expenses are recognized when incurred.

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. In addition to liabilities, the statement of financial position or balance sheet will sometimes report a separate section for deferred inflows or resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

E. Budgets and Budgetary Accounting

The Town adopts a budget annually for all funds, except for the capital projects funds, which are budgeted on the project length basis. This budget is effective July 1 for the ensuing fiscal year. From the effective date of the budget, which is adopted by the Town Council, and controlled at the fund level, the amounts stated therein as proposed expenditures become appropriations to the various Town departments. The Town Council may amend the budget during the fiscal year. The Town Manager or his designee is authorized to transfer budgeted amounts between departments and between line items within any fund. However, any revisions which alter the total expenditures of any fund must be approved by the Town Council. Transfers between funds must be approved by the Town Council. All appropriations lapse at year end. Supplemental changes in appropriations that have been adopted by the Town Council have been included in the budget versus actual statements.

Annual budgets are adopted on a basis consistent with generally accepted accounting principles except for capital projects funds. The capital projects funds are budgeted on a project length basis and, therefore, are not comparable on an annual basis.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in the Governmental Fund types during the fiscal year. The Town does not utilize encumbrance accounting.

For the fiscal year ended June 30, 2023, the Road Maintenance special revenue fund expenditures exceeded appropriations by $80,907, and the Recreation special revenue fund exceeded appropriation by $95,400.

F. Cash and Cash Equivalents

The Town considers all highly liquid investments (including restricted assets) with maturities of three months or less when purchased to be cash equivalents. The Town maintains a cash and investment pool that is available for use by all funds.

G. Prepaid Expenses

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

H. Capital Assets

Capital assets are defined by the Town as assets with an initial, individual cost of more than $10,000 for all asset classifications except for Building Improvements, of which are capitalized at an initial cost above $25,000, and that have a useful life of two or more years. All capital assets, which include roads, bridges, landscaping, sidewalks, storm drains, vehicles, equipment, buildings, and street lighting systems are valued at historical cost or estimated historical cost if the actual historical cost is not available. Contributed or donated assets are valued at their acquisition value on the date contributed.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the asset constructed, net of interest earned on the invested proceeds within the same pool.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

All capital assets with limited useful lives are depreciated during their estimated useful lives. The purpose of depreciation is to allocate the cost of capital assets equitable among all users during the life of these assets. The amount charged to depreciation expense each year represents that year's pro rata share of the cost of capital assets.

Depreciation is provided using the straight-line method, which means the cost of the asset is divided by its expected useful life in years, and the result is charged to expense each year until the asset is fully depreciated. The Town has assigned the useful lives listed below to capital assets:

Buildings	50 years
Building improvements	20 years
Improvements other than Buildings	35 years
Infrastructure	50 years
Equipment and Machinery	5 to 20 years

I. Compensated Absences

The liability for compensated absences includes the vested portions of vacation and compensated time off as directed by the applicable MOU or other Town Resolution. For all governmental funds, a liability of these amounts is reported only if they have matured, for example, as a result of employee resignations and retirements. The remaining portion is recorded as a liability in the Statement of Net Position. The liability for compensated absences is determined annually.

Compensated absences activities for the year ended June 30, 2023 were as follows:

Beginning Balance	$ 219,830
Additions	282,080
Deletions	(231,831)
Ending Balance	$ 270,079
Current Portion	$ 34,063

J. Property Tax

State of California Constitution Article XIII A provides that the combined maximum property tax rate on any given property may not exceed 1% of its assessed value unless an additional amount for general obligation debt has been approved by voters. Assessed value is calculated at 100% of market value as defined by Article XIII A and may be adjusted by no more than 2% per year unless the property is sold, transferred, or substantially improved. The State Legislature has determined the method of distribution of receipts from a 1% tax levy among the counties, cities, school districts and other districts. Marin County assesses properties, bills for and collects property taxes on the schedule that follows:

Secured	**Unsecured**	
Valuation/liens dates	January 1	January1
Levy dates	July 1	July1
Due dates (delinquent as of)	50% on November 1 (December 10) 50% on February 1 (April 10)	July1 (August 31)

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

For assessment and collection purposes, property is classified as either "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed property and real property having a tax lien that is sufficient, in the opinion of the Country Assessor, to secure payment of the taxes. Unsecured property comprises all taxable property not attached to land, such as personal property or business property. Every tax levied by a county that becomes a lien on secured property has priority over all present and future private liens arising pursuant to State law on the secured property, regardless of the time of the creation of the other liens. A tax levied on unsecured property does not become a lien against the taxed unsecured property but may become a lien on other property owned by the taxpayer.

Property taxes are levied and recorded as revenue when received in the fiscal year of levy because of the adoption of the "alternate method of property tax distribution," known as the Teeter Plan, by the Town and the County of Marin. The Teeter Plan authorized the auditor-controller of the County of Marin to allocate 100% of the secured property taxes billed, but not yet paid. The County of Marin remits tax monies to the Town in three installments, as follows:

55% remitted on December 15
40% remitted on April 15
5% remitted on June 15

The Town does not have the ability to control the levy rate, or the amount of property taxes remitted by the County because these are governed by State law.

K. Deferred Inflows/Outflows of Resources

Deferred outflows of resources represent a consumption of net assets that applies to a future period and will not be recognized as an outflow of resources (expense/expenditure) until then. The Town has only the deferred charges related to pension and OPEB activities qualifying for reporting in this category. These charges are assumed to be amortized over a five-year period.

Deferred inflows of resources represent an acquisition of net assets that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. The Town currently records deferred revenue that qualifies for changes related to pension and OPEB activities. These activities are recognized ratably overtime on a systematic and rational basis.

L. Fair Value Measurement

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs - other than quoted prices included within level 1 - that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

M. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

N. Leases

As clarified by the Government Accounting Standards Board (GASB) Statement No. 87, a lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment. The Town recognizes lease receivables or liabilities with an initial, individual value of $150,000 or more, based on the future lease payments remaining at the start of the lease.

O. New funds

The Town established the following new funds in fiscal year 2023:

- Active Transportation
- Community Gardens
- Measure J Sales Tax Fund

P. Subscription-Based Information Technology Arrangements (SBITAs) Accounting

As clarified by the Government Accounting Standards Board (GASB) Statement No. 96, a Subscription-Based Information Technology Arrangement (SBITA) is a contract that conveys control of the right to use another party's (a SBITA vendor's) IT software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction.

At the commencement of a SBITA, the Town initially measures the subscription liability at the present value of payments expected to be made during the contract term. Subsequently, the subscription liability is reduced by the principal portion of payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for payments made at or before the SBITA commencement date, plus certain initial direct costs. Subsequently, the subscription asset is amortized on a straight-line basis over the shorter of the subscription term or the useful life of the underlying IT assets. The Town recognizes SBITA liabilities with an initial, individual value of $150,000 or more, based on the future SBITA payments remaining at the start of the contract.

Key estimates and judgments related to SBITAs include how the Town determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) subscription payments as follows:

- The Town uses the interest rate charged by the IT vendor as the discount rate. When the interest rate charged by the IT vendor is not provided, the Town uses its estimated incremental borrowing rate as the discount rate for subscription liabilities.

- The subscription term includes the noncancellable period of the subscription.

- Subscription payments included in the measurement of the subscription liability are composed of fixed payments and purchase option price that the Town is reasonably certain to exercise.

The Town monitors changes in circumstances that would require a remeasurement of its subscription and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

Subscription assets are reported with other capital assets and subscription liabilities are reported with liabilities on the statement of net position.

The Town has no SBITA subject to GASB#96 for the fiscal year 2023.

Q. Implementation of New GASB Pronouncements

GASB 96 – *Subscription-Based Information Technology Arrangements (SBITAs)*

In June 2020, the GASB issued Statement No. 96, SBITAs. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases,* as amended.

The requirements of this Statement are effective for reporting periods beginning after June 15, 2022, and all reporting periods thereafter. The Town has no leases subject to GASB#96 for the fiscal year 2023.

R. Upcoming GASB Pronouncements

GASB 101 – Compensated Absences

The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures.

This Statement is effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. Earlier application is encouraged.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

Note 2 – Cash and Investments

The Town's dependence upon property tax receipts, which are received three times a year, requires it to maintain significant cash reserves to finance operations during the remainder of the year. The Town pools cash from all sources and all funds except cash with fiscal agents so that it can be invested at the maximum yield, consistent with safety and liquidity. Individual funds can make expenditures at any time.

Investment income is allocated among funds on the basis of average month end cash and investment balances in these funds. Investments are carried at fair value.

A. Policies

The Town maintains an investment policy that emphasizes safety, liquidity, and reasonable market yield. This policy is reviewed and approved by the Town Council annually.

The Town is authorized to invest in individual investments and in investment pools. Individual investments are evidenced by specific identifiable securities instruments, or by an electronic entry registering the owner in the records of the institution issuing the security, called the book entry system. In order to increase security, the Town employs the trust department of a bank as the custodian of certain Town managed investments, regardless of their form.

California Law requires banks and savings and loan institutions to pledge government securities with a market value of 110% of the Town's cash on deposit, or first trust deed mortgage notes with a market value of 150% of the deposit, as collateral for these deposits. Under California Law this collateral is held in a separate investment pool by another institution in the Town's name and places the Town ahead of general creditors of the institution.

The Town's investments are carried at fair value, as required by generally accepted accounting principles. The Town adjusts the carrying value of its investments to reflect their fair value at each fiscal year end, and it includes the effects of these adjustments in income for that fiscal year.

B. Classification

Cash and investments as of June 30, 2023, are classified in the financial statements as shown below, based on whether or not their use is restricted under the terms of Town debt instruments or agency agreements.

Statement of Net Position		
Cash and investments available for operations	$	17,524,750
Restricted cash and investments		817,865
Total Cash and Investments	$	18,342,615

Cash and Investments as of June 30, 2023 are comprised of the following categories:

Cash on hand (petty cash and change funds)	$	2,026
Deposits with financial institutions		411,001
Investment held by Town		16,958,731
Investment held by trust		817,865
Investment with Local Agency Investment Fund		152,992
Total Cash and Investments	$	18,342,615

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

C. Investments Authorized by California Government Code and the Town's Investment Policy

The Town's investment policy and the California Government Code allow the Town to invest in the following, provided the credit ratings of the issuers are acceptable to the Town, and approved percentages and maturities are not exceeded. The table also identifies certain provisions of the California Government Code, or the Town's Investment Policy where the Town's Investment Policy is more restrictive, that addresses interest rate risk, credit risk and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the Town, rather than the general provisions of the California Government Code or the Town's investment policy.

The Town's investment policy and the California Government Code allow the Town to invest in the following:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum in Portfolio	Maximum Investment In One Issuer
U.S. Treasury Bonds, Notes and Bills	5 years	N/A	No limit	No limit
U.S. Agency Securities and Instruments	5 years	N/A	No limit	No limit
California Municipal Obligations	5 years	A or equivalent	30%	5%
Medium-Term Corporate Notes	5 years	A or equivalent	30%	5%
California Local Agency Investment Fund (LAIF)	N/A	N/A	$75 million	No limit
Passbook Savings Account Demand Deposit	N/A	N/A	N/A	N/A

(A) Other investments expressed in California Government Code may be used if approved by the Town Council.

D. Retirement Services Trust

On March 26, 2019, the Town Council adopted resolution 4266 approving the adoption of a Public Agencies Retirement Services Trust administered by PARS to establish a pension trust. This Trust is an irrevocable trust and qualifies as an Internal Revenue Section 115 trust. The investments within the Trust will assist the Town in mitigating the CalPERS contribution rate volatility in satisfying its Unfunded Actuarial Liability. The Town elected a discretionary investment approach, which allows the Town to maintain oversight of the investment management, control on target yield and the portfolio's risk tolerance, under the Moderately Conservative Index PLUS investment option. This pension trust is a secondary trust to the Town's CalPERS Pension Plan. The assets in the Trust will eventually be used to fund pension plan obligations.

E. Investments Authorized by Debt Agreements

Investments of debt proceeds held by a bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the Town's investment policy.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

F. Interest Rate Risk

Interest rate risk is the risk that changes in economic markets that will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to the changes in market interest rates. Information on the sensitivity of the fair values of the Town's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the Town's investments by maturity at June 30, 2023:

	Interest Risk - Maturity Duration			
Investment Type	12 Months or less	13 to 36 Months	36 to 60 Months	Total
Federal Agency Obligations	$ 1,993,357	$ 243,892	$ -	$ 2,237,249
U.S. Treasury Notes	295,020	-	-	295,020
U.S. Treasury Bills	1,979,955	-	-	1,979,955
Money Market Mutual Funds	8,339,635	-	-	8,339,635
Municipal Securities and Bonds	-	407,260	-	407,260
Municipal Securities and Bonds	574,740	1,539,947	262,416	2,377,103
Municipal Securities and Bonds	-	508,076	-	508,076
Municipal Securities and Bonds	-	359,285	183,874	543,159
Municipal Securities and Bonds	-	271,274	-	271,274
California Local Agency Investment Fund (LAIF)	152,992	-	-	152,992
Mutual Funds (PARS Trust)	817,865	-	-	817,865
Total Investments	$ 14,153,564	$ 3,329,734	$ 446,290	17,929,588
Cash deposits in banks and on hand				413,027
Total Cash and Investments				$ 18,342,615

The Town is a participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The Town reports its investment in LAIF at the fair value amount provided by LAIF, which is the same as the value of the pool share. The balance is available for withdrawal on demand, and is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Each regular LAIF account is permitted to have up to 15 transactions per month, with a minimum transaction amount of $5,000, a maximum transaction amount of $75 million and at least 24 hours advance notice for withdrawals of $10 million or more. Bond proceeds accounts are subject to a one-time deposit with no cap and are set up with a monthly draw down schedule.

Included in LAIF's investment portfolio are collateralized mortgage obligations, mortgage-backed securities, other asset-backed securities, loans to certain state funds, and floating rate securities issued by federal agencies, government-sponsored enterprises, United States Treasury Notes and Bills, and corporations. At June 30, 2023, these investments matured in an average of 260 days.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

G. Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment when an investment matures. This is measured by the assignment of a credit rating by a nationally recognized statistical rating organization. Presented below is the actual rating as of June 30, 2023 for each of the Primary Government's investment types as provided by Standard and Poor's investment rating system:

	Credit Risk		
Investment Type	Rating	Agency	Total
Federal Agency Obligations	AA+	S&P	$ 2,237,249
Money Market Mutual Funds	AAA	S&P	8,339,635
Municipal Securities and Bonds	AAA	S&P	407,260
Municipal Securities and Bonds	AA+/AA/AA-	S&P	2,377,103
Municipal Securities and Bonds	Aa3	Moody's [A]	508,076
Municipal Securities and Bonds	Aaa	Moody's [A]	543,159
Municipal Securities and Bonds	Aa1	Moody's [A]	271,274
		Subtotal	14,683,756
Not rated:			
California Local Agency Investment Fund (LAIF)			152,992
Mutual Funds (PARS Trust)			817,865
		Subtotal	970,857
Exempt from credit rate disclosure:			
U.S. Treasury Notes			295,020
U.S. Treasury Bills			1,979,955
		Subtotal	2,274,975
Cash deposits in banks and on hand			413,027
Total Cash and Investments			$ 18,342,615

[A] The ratings are not available under Standard & Poors rating but they are rated under Moody's rating.

H. Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. As previously described, the Town's deposits are collateralized in accordance with California Government Code. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the Town's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments.

I. Fair Value Measurements

The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

Level 1 - Investments whose values are based on quoted prices (unadjusted) for identical assets in active markets that a government can access at the measurement date.

Level 2 - Investments whose values are based on inputs other than quoted prices included within Level 1 that are observable for an asset, either directly or indirectly.

Level 3 - Investments whose values are based on unobservable inputs for an asset and may require a degree of professional judgment.

The asset's level within the hierarchy is based on the lowest level of input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The determination of what constitutes observable requires judgment by the Town's management. Town management considers observable data to be that market data, which is readily available, regularly distributed or updated, reliable, and verifiable, not proprietary, and provided by multiple independent sources that are actively involved in the relevant market. The categorization of an investment within the hierarchy is based upon the relative observability of the inputs to its fair value measurement and does not necessarily correspond to Town management's perceived risk of that investment.

Deposits and withdrawals in governmental investment pools, such as LAIF, and the Town's Retirement Services Trust are made on the basis of $1 and not fair value. Accordingly, the Town's proportionate share in these types of investments is an uncategorized input not defined as a Level 1, Level 2, or Level 3 input.

The following is a summary of the fair value hierarchy of the Town's investments as of June 30, 2023:

	Level 1	Level 2	Total
Investments by Fair Value Level:			
Federal Agency Obligations	$ -	$ 2,237,249	$ 2,237,249
U.S. Treasury Notes	295,020	-	295,020
U.S. Treasury Bills	1,979,955	-	1,979,955
Money Market Mutual Funds	8,339,635	-	8,339,635
Municipal Securities and Bonds	-	4,106,872	4,106,872
Subtotal	$ 10,614,610	$ 6,344,121	16,958,731
Investments Measured at Amortized Cost:			
Mutual Funds (PARS Trust)			817,865
Investments Exempt from Fair Value Hierarchy:			
California Local Agency Investment Fund			152,992
Total Investments			$ 17,929,588

I. Significant Investments

Investments in the securities of any individual issuers, other than U. S. Treasury securities, mutual funds and the California Local Agency Investment Fund, that represent 5% or more of total entity-wide investments are as follows at June 30, 2023:

Issuer	Investment Type	Amount
Federal Home Loan Bank	Federal Agency Obligations	$1,987,589

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

Note 3 - Interfund Transfers

A. Transfers

With Council approval, resources may be transferred from one Town fund to another. Transfers between Town funds during current fiscal year were as follows:

Fund Receiving Transfers	Fund Making Transfer	Amount Transferred	
General Fund	Recreation Fund	$ 26,488	(A)
	Non-Major Governmental Fund	329,608	(A)
Road Maintenance Fund	General Fund	450,000	(B)
	Non-Major Governmental Fund	282,112	(B)
Internal Service Funds	General Fund	425,000	(C)
Non-Major Governmental Funds	General Fund	428,517	(D)
	Non-Major Governmental Fund	200,000	(D)
		$ 2,141,725	

(A) To fund Library, debt service, maintenance and Pension Trust Payment.

(B) To fund road maintenance and improvement capital projects.

(C) To fund insurance and related premium and claims, building maintenance, information technology, and vehicle replacement.

(D) To fund Equipment, emergency and climate commission projects, build up reserves, and Fire Station Lease Payment.

B. Current Interfund Balances

Current interfund balances arise in the normal course of business and represent short-term borrowings occurring as a result of expenditures which are paid prior to the receipt of revenues. These balances are expected to be repaid shortly after the end of the fiscal year when revenues are received. At June 30, 2023, there was no current interfund borrowings.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

Note 4 - Capital Assets

A. Capital Asset Additions and Retirements

The Town's capital asset activities for the year ended June 30, 2023, were as follows:

Non-depreciable Assets	Beginning Balance	Additions	Retirements	Transfers	Ending Balance
Land	$ 2,591,850	$ -	$ -	$ -	$ 2,591,850
Construction-in-progress	2,736,622	2,727,284	-	(2,633,145)	2,830,761
Total Non-depreciable Assets	5,328,472	2,727,284	-	(2,633,145)	5,422,611
Depreciable Assets					
Buildings and improvements	17,264,591	35,684	-	888,460	18,188,735
Equipment and Furniture	1,797,908	122,353	(17,720)	-	1,902,541
Infrastructure	26,013,645	619,893	-	1,744,685	28,378,223
Total Depreciable Assets	45,076,144	777,930	(17,720)	2,633,145	48,469,499
Less Accumulated Depreciation:					
Building and improvements	(7,743,787)	(379,825)		-	(8,123,612)
Equipment and Furniture	(1,497,781)	(122,147)	17,720	-	(1,602,208)
Infrastructure	(5,301,006)	(529,290)	-	-	(5,830,296)
Total Accumulated Depreciation	(14,542,574)	(1,031,262)	17,720	-	(15,556,116)
Depreciable assets, net	30,533,570	(253,332)	-	2,633,145	32,913,383
Total capital assets, net	$ 35,862,042	$ 2,473,952	$ -	$ -	$ 38,335,994

B. Capital Asset Contributions

Some capital assets may be acquired using Federal and State grant funds, or they may be contributed by developers or other governments. These contributions are accounted for as revenues at the time the capital assets are contributed.

C. Depreciation Allocation

Depreciation expense is charged to functions and programs based upon usage of the related assets. The amounts allocated to each function or program are as follows:

General Government	$ 173,973
Public Safety - Fire	27,110
Planning/Engineering	289,460
Public Works	475,133
Recreation/Parks/Library	65,586
Total Governmental Activities	$ 1,031,262

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

Note 5 - Long-term Debt

The Town generally incurs long-term debt to finance projects or purchase assets, which will have useful lives equal to or greater than the term of the related debt. Bond discounts and issuance costs of long-term debt issues are amortized during the life of the related debt.

A. Town Long-Term Debt

The Town's long-term debt activities for the year ended June 30, 2023, were as follows:

	Balance at June 30, 2022	Additions	Retirements	Balance at June 30, 2023	Current Portion
Loans and Leases From Direct Borrowing:					
2008 Municipal Lease	$ 153,173	$ -	$ 153,173	$ -	$ -
2021 Pension Obligation Bonds	9,285,000	-	285,000	9,000,000	410,000
Subtotal Direct Borrowing	9,438,173	-	438,173	9,000,000	410,000
Obligation Bonds From Public Borrowing:					
2011 General Obligation Bonds	1,060,000	-	475,000	585,000	185,000
2020 General Obligation Refunding Bonds	1,170,000	-	135,000	1,035,000	145,000
Plus: Unamortized Premium	203,346	-	40,157	163,189	-
Subtotal Public Borrowing	2,433,346	-	650,157	1,783,189	330,000
Long-Term Liabilities	$ 11,871,519	$ -	$ 1,088,330	$ 10,783,189	$ 740,000

B. Debt Service Requirements

Annual debt service requirements are shown for all long-term debt:

	Governmental Activities			
	Loans and Leases From Direct Borrowing		Obligating Bonds from Public Borrowing	
Year Ending June 30,	Principal	Interest	Principal	Interest
2024	410,000	176,067	330,000	59,456
2025	465,000	173,929	350,000	45,613
2026	510,000	170,188	370,000	30,584
2027	550,000	165,018	180,000	19,200
2028	580,000	158,088	190,000	11,800
2029-2033	3,410,000	620,232	200,000	4,000
2034-2038	2,695,000	205,305		
2039-2041	380,000	14,949		
Subtotal	9,000,000	$ 1,683,776	1,620,000	$ 170,653
Plus Unamortized Bond Premium	-		163,189	
Total	$ 9,000,000		$ 1,783,189	

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

C. Description of the Town's Long-Term Debt Issues

The balance of the Town's debt is in various forms as follows:

2011 General Obligation Bonds: On March 22, 2011, the Town Council approved the refunding of the remaining balance of the previously issued General Obligation Bond Series 1995, 1997 and 2000 with the issuance of the $5,955,000 General Obligation Bond Series 2011. The former Series were part of the 1995 Measure G Ballot Initiative where the voters approved of issuance of General Obligation Bonds to fund capital improvement projects for the Town's streets, storm drains and library building. Like the original Series, the Town is authorized to continue levying its temporary parcel tax on the property tax assessment to fund the debt service. The purpose of this refunding is to refinance the former Series at a lower interest rate into an average 3.8%. Interest on the 2011 Series is due semi-annually on February 1 and August 1, and principal payments are due on August 1 annually.

2020 General Obligation Refunding Bonds: On May 12, 2020, the Town Council approved the refunding of the remaining balance of the previously issued General Obligation Bond Series 2003 with the issuance of the $1,320,000 General Obligation Bond Series 2020. The former Series was part of the 1995 Measure G Ballot Initiative where the voters approved of issuance of General Obligation Bonds to fund capital improvement projects for the Town's streets, storm drains and library building. Like the original Series, the Town is authorized to continue levying its temporary parcel tax on the property tax assessment to fund the debt service. The purpose of this refunding is to refinance the former Series at a lower interest rate into an average 4%. Interest on the 2020 Series is due semi-annually on February 1 and August 1, and principal payments are due on August 1 annually.

2021 Pension Obligation Bonds: On September 15, 2021, the Town issued the Pension Obligation Bonds Series 2021 to pay its current Unfunded Actuarial Liability (UAL) with CalPERS. The UAL is an actuarially determined balance using expected benefit payments, contributions, investment returns, employee population and other economic factors that result in an overall liability to the Town given historical pension plan experience. The Town is accordingly refinancing this balance from a variable payment to a fixed payment at a lower service cost rate over a fixed period of time. The Bonds issued were for a total principal balance of $9,285,000 at varying coupon rates between 0.209% to 2.990% for 20 years.

2008 Municipal Lease: On February 1, 2008, the Town entered into a 15-year site lease agreement with Municipal Asset Management, Inc. ("Corporation"), whereby the Town agrees to sell to the Corporation the Town's Fire Station No. 19 and lease it back to the Town in exchange for $1,700,000. At the expiration of the lease agreement, ownership of the Fire Station is to return back to Town. The purpose of this agreement was for the Town to obtain needed financing to remodel and renovate the local Fire Station. The Town accordingly accounted for the lease agreement as a capital lease due to the ownership interest in the property is to revert back to the Town at the end of the lease. Furthermore, the net book value of the Fire Station at the time the lease agreement was entered remained on the Town’s books. In addition, capital improvements made to the Fire Station funded by the lease proceeds were recorded as leased assets. The capital lease obligation and leased asset are report on the Statement of Net Position. The capital lease obligation is amortized by periodic lease payments while the leased assets periodic depreciation expense. The agreed upon periodic payments are $158,517 annually with interest calculated at an effective interest rate of 4.635%. Depreciation is recognized following the Town's depreciation policy where it is on a straight-line basis. The final remaining repayment was fully paid off in current fiscal year ending June 30, 2023.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

Note 6 - Net Position and Fund Balances

Net Position is measured on the full accrual basis, while Fund Balance is measured on the modified accrual basis.

A. Net Position

Net Position is the excess of all the Town's assets and deferred outflows over all its liabilities and deferred inflows, regardless of fund. Net Position is divided into three captions. These captions apply only to Net Position, which is determined at proprietary fund and the Government-wide level and are described below.

Net Investment in Capital Assets - describes the portion of Net Position which is represented by the current net book value of the Town's capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted - describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the Town cannot unilaterally alter. These principally include developer fees received for use on capital projects, debt service requirements, and funds restricted for low and moderate housing purposes.

Unrestricted - describes the portion of Net Position which is not restricted to use.

B. Fund Balances

Governmental fund balances represent the net current assets of each fund. Net current assets generally represent a fund's cash and receivables, less its liabilities.

The Town's fund balances are classified in accordance with spending constraints imposed on the use of resources. For programs with multiple funding sources, the Town prioritizes and expends funds in the following order: Restricted, Committed, Assigned, and Unassigned. Each category in the following hierarchy is ranked according to the degree of spending constraint:

Nonspendables represents balances set aside to indicate items that do not represent available, spendable resources, even though they are a component of assets. Fund balances required to be maintained intact, such as permanent funds, and assets not expected to be converted to cash, such as prepaids, notes receivable, and land held for redevelopment, are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed or assigned, then nonspendable amounts are required to be presented as a component of the applicable category.

Restricted fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for a specific purpose. Encumbrances and nonspendable amounts subject to restrictions are included along with spendable resources.

Committed fund balances have constraints imposed by formal action (through a resolution) of the Town Council, which may be altered only by formal action of the Town Council. Encumbrances and nonspendable amounts subject to council commitments are included along with spendable resources.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

Assigned fund balances are amounts constrained by the Town's intent to be used for a specific purpose, but are neither restricted nor committed. Intent is expressed by the Town Manager or its designee as authorized by an adopted Town Council resolution and may be changed at the discretion of the Town Council or its designee. This category includes encumbrances; Nonspendables, when it is the Town's intent to use proceeds or collections for a specific purpose, and residual fund balances, if any, of Special Revenue, Capital Projects and Debt Service Funds which have not been restricted or committed through a council resolution. The Town Council has designated the Town Manager or his designee to determine the amount of assigned fund balances.

Unassigned fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual general fund balance and residual fund deficits, if any, of other governmental funds.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

Detailed classifications of the Town's Fund Balances, as of June 30, 2023, are below:

		Special Revenue Funds						
Fund Balances	**General Fund**	**Measure D Sales Tax Fund**	**Measure J Sales Tax Fund**	**Grants Fund**	**Recreation Fund**	**Road Maintenance Fund**	**Nonmajor Governmental Funds**	**Total**
Nonspendable:								
Prepaid Expenses	$ 45,417	$ 2,396	$ -	$ -	$ 6,964	$ 1,174	$ 7,161	$ 63,112
Total nonspendable	45,417	2,396	-	-	6,964	1,174	7,161	63,112
Restricted for:								
Measure D Sales Tax	-	614,613	-	-	-	-	-	614,613
Measure J Sales Tax	-	-	600,294	-	-	-	-	600,294
Road Maintenance Impact Fees	-	-	-	-	-	256,431	-	256,431
Grant Funded Projects	-	-	-	127,552	-	-	-	127,552
Restricted Pension Trust Cash	817,865	-	-	-	-	-	-	817,865
Library Parcel Tax	-	-	-	-	-	-	21,756	21,756
Measure A Marin County parks	-	-	-	-	-	-	37,103	37,103
Creekside Commons	-	-	-	-	-	-	34,932	34,932
Measure C Wildlife Tax	-	-	-	-	-	-	119,367	119,367
Measure G 2003 Debt Service	-	-	-	-	-	-	334,428	334,428
Measure G 2011 Debt Service	-	-	-	-	-	-	213,367	213,367
Total restricted fund balances	817,865	614,613	600,294	127,552	-	256,431	760,953	3,177,708
Committed for:								
Community Facilities Plan	-	-	-	-	-	-	11,368	11,368
Downtown Projects	-	-	-	-	-	-	21,577	21,577
Emergency Projects	-	-	-	-	-	-	3,105,193	3,105,193
Isabel Cook Rental Income	-	-	-	-	-	-	39,948	39,948
Special Town Events	-	-	-	-	-	-	34,561	34,561
Climate functions	-	-	-	-	-	-	85,795	85,795
Parking Meter Fees	-	-	-	-	-	-	90,058	90,058
Recreation Activities	-	-	-	-	862,441	-	-	862,441
Emergency Reserve	4,188,725	-	-	-	-	-	-	4,188,725
Pension Stabilization Reserve	171,550	-	-	-	-	-	-	171,550
Total Committed	4,360,275	-	-	-	862,441	-	3,388,500	8,611,216
Assigned for:								
Town General Plan	240,191	-	-	-	-	-	99	240,290
Capital Reconstruction	-	-	-	-	-	-	10,928	10,928
Transporation purpose	-	-	-	-	-	-	100,509	100,509
Equipment Replacement	-	-	-	-	-	-	13,561	13,561
Total assigned fund balances	240,191	-	-	-	-	-	125,097	365,288
Unassigned for:								
Unassigned Fund Balance	3,028,732	-	-	-	-	814	(63,789)	2,965,757
Total Fund Balances	$ 8,492,480	$ 617,009	$ 600,294	$ 127,552	$ 869,405	$ 258,419	$ 4,217,922	$ 15,183,081

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

C. Emergency Reserve Policy

The Town Council adopted a General Fund Reserve Policy in November 2014 to establish target reserve levels and the methodology for calculating reserve levels. The Policy also establishes criteria for the use of reserves and a process to replenish reserves.

The policies require the Town to strive to maintain the following fund balances:

1) Emergency and Cash Flow Reserve (Minimum 10%):

An emergency and cash flow reserve will be maintained for the purposes of (1) sustaining General Fund operations in the case of a public emergency, such as a natural disaster or other unforeseen catastrophic event; and (2) to cover sudden operating shortfalls caused by (a) a severe drop in revenues that cannot be sufficiently offset by a corresponding reduction in expenditures and/or other available resources, or (b) an unforeseen, unavoidable expenditure that must be paid from the General Fund.

This reserve level is measured as a percentage of annual current year operating expenditures. Budgeted operating expenditures are to be used for the purposes of budget allocations and projections, and actual operating expenditures are to be used for the purpose of measuring this reserve at fiscal year-end. This reserve may be expended only when the Town Council determines by resolution that such action is consistent with the purpose and intent of this policy.

The required reserve was determined to be $1,965,635 at June 30, 2023, of which the Town did not expend resources from within the current fiscal year given the excess revenue over expenditures of $2.1 million recognized within the General Fund.

2) Pension Rate Stabilization Reserve (Minimum 5%):

A pension rate stabilization reserve will be maintained by the Town for purposes of providing additional security from possible changes to required contributions from CalPERS. The Town already established a Section 115 Trust with CalPERS to be used specifically for having deposited monies serve as additional assets to cover potential deficiencies in pension payments, and this reserve is to add further funds to cover potential deficiencies actuarially determined from CalPERS as well.

This reserve level is to be measured as a percentage of gross eligible wages subject to the CalPERS retirement contribution. Actual wages and salaries are to be used for this purpose when determining the actual committed balance as of fiscal year-end. This reserve may be expended for any purpose other than pension costs only when the Town Council determines to do so by resolution.

The required reserve was determined to be $148,428 at June 30, 2023.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

Note 7 - Deferred Compensation

Town employees may defer a portion of their compensation under four separate, optional Town sponsored deferred compensation plans created in accordance with Internal Revenue Code Section 457. Under these Plans, participants are not taxed on the deferred portion of their compensation until distributed to them; distributions may be made only at termination, retirement, death or in an emergency as defined by the Plans.

The Town has a Deferred Compensation Plan administration agreement with ICMA to provide for the administration and management of employees' deferred compensation plan assets. The agreement incorporates changes in the laws and IRS regulations governing deferred compensation plan assets, which require plan assets to be held for the exclusive benefit of plan participants and their beneficiaries. Since the assets held under the plan are not the Town's property and are not subject to claims by general creditors of the Town, they have been excluded from these financial statements.

Note 8 - Pension

A. Plan Description

The Town's defined benefit cost-sharing retirement plan is administered by the California Public Employee's Retirement System (CalPERS). The Town entered into CalPERS on July 1, 1959, of which operates as a cost-sharing multiple employers defined benefit plan with many other member agencies within the State of California. All qualified permanent employees are eligible to participate within the Town's Miscellaneous Plan. Benefit provisions within the pension plans are governed by State statute and Town Resolution. CalPERS issues publicly available reports that include full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

B. Benefits Provided

CalPERS provides retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members can retire as early as age 50, or 52 if hired after January 1, 2013, when that member has achieved five years of service credit. All members are eligible for the standard non-industrial disability and rollover of sick leave for credit of years of service. The death benefit is one of the following dependent on the Miscellaneous Plan classification: the Optional Settlement 2W Death Benefit, or post-retirement lump sum payment (non-PEPRA plan). The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

	Tier 1	***Tier 2***	***PEPRA***
Hire date	Prior to January 1, 2013		On or After January 1, 2013
Benefit formula	2.7% @ 55	2.0% @ 55	2.0% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	50 - 55	50 - 63	52 - 67
Monthly benefits, as a % of eligible compensation	2.000% - 2.700%	1.426% - 2.418%	1.000% - 2.500%
Required employee contribution rates	7.960%	6.920%	6.750%
Required employer contribution rates	14.030%	10.870%	7.470%
Required UAL contribution	-	-	1,829

TOWN OF SAN ANSELMO
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For the Year Ended June 30, 2023

Beginning in Fiscal Year 2016, CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the Unfunded Actuarial Liability (UAL). The dollar amounts are billed on a monthly basis or can be paid in a lump sum at a reduced amount. The Town's required contributions for the unfunded liability in the three tiers of the miscellaneous rate plan for the year ended June 30, 2023 were $16,093, $3,972 and $590, respectively, which were made under the early lump sum payment option.

C. Contributions

Section 20814(C) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in rate. Funding contributions for the Miscellaneous Plan are determined annually on an actuarial basis as of June 30th by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Town is required to contribute the difference between the actuarially determined rate and the contribution rates of employees. The employees pay a percentage of their salaries toward the Town's required contribution. Employees within the miscellaneous plan pay on a range from 6.750% to 7.956% of the total Plan's normal cost rate, of which are reflected in the rates above. Total employer required contribution amounts during the fiscal year ended June 30, 2023 was $319,549 for the Miscellaneous Plan.

The long-term portion of the Governmental Activities Net Pension Liability is liquidated primarily by the General Fund.

D. Employees Covered

The following employees were covered by the benefit terms for each tier as of the most recent actuarial valuation date of June 30, 2021 and measurement date of June 30, 2022:

	Tier 1	*Tier 2*	*PEPRA*
Inactive employees or beneficiaries currently receiving benefits	78	7	-
Inactive employees entitled to but not yet receiving benefits	36	14	15
Active employees	5	11	14
Total	119	32	29

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

E. Actuarial Assumptions

The total pension liabilities as of the June 30, 2021 measurement date actuarial were determined using the following actuarial assumptions:

	Miscellaneous (all tiers)
Valuation Date	6/30/2021
Measurement Date	6/30/2022
Actuarial Cost Method	Entry Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increase	Varies by category, entry age, and service
Mortality Rate Table	Derived using CalPERS Membership Data (1)
Investment Rate of Return	6.90% (2)
Post Retirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance Floor on Purchasing Power applies

(1) Derived using CalPERS' Membership Data for all Funds. The mortality table was developed based on CalPERSspecific data. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 90% of Scale MP 2016 published by the Society of Actuaries.
(2) Net of pension investment expenses, including inflation.
(3) Depending on age, service, and type of employment.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2021 valuation were based on the results of an actuarial experience study for the period from 1997 to 2015, including updates to salary increase, mortality and retirement rates. Further details of the Experience Study can be found on the CalPERS website.

F. Discount Rate

The discount rate used to measure the total pension liability for each Plan was 6.90%. The projection of cash flows used to determine the discount rate for the Plan assumed that contributions from all plan members in the Public Employees Retirement Fund (PERF C) will be made at the current member contributions rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

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In determining the long-term expected rate of return, staff took into account both short-term and long-term market return expectations as well as the expected pension fund (Public Employees' Retirement Fund) cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long- term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as follows:

Asset Class (1)	Current Target Allocation	Real Return Years 1-10 (1,2)
Global Equity - cap-weighted	30%	4.45%
Global Equity - non-cap-weighted	12%	3.84%
Private Equity	13%	7.28%
Treasury	5%	0.27%
Mortgage-backed securities	5%	0.50%
Investment Grade Corporates	10%	1.56%
High Yield	5%	2.27%
Emerging Market Debt	5%	2.48%
Private Debt	5%	3.57%
Real Assets	15%	3.21%
Leverage	-5%	-0.59%
Total	100%	

(1) An expected inflation of 2.30% used for this period.
(2) Figures are based on the 2021-22 Asset Liability Management study.

G. Pension Liabilities, Expenses, and Deferred Outflows/Inflows of Resources

The Town's net pension liability for the Plan is measured as the proportionate share of the total pension liability, less the pension plan's fiduciary net position, from the total Pension Plan administered by CalPERS. The total pension liability of the Plan is measured as of June 30, 2021, using an annual actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures. The Town's proportion of the net pension liability was based on a projection of the Town's long-term share of contributions to the Plan relative to the projected contributions of all participating members, actuarially determined using the assumptions described above.

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For the fiscal year ended June 30, 2023 (Measurement date as of June 30, 2022), the Town reported a net pension liability for its proportionate share of the net pension liability of the Plan as follows:

Funded Status	
Total Pension Plan Liability	$ 32,987,799
Plan Fiduciary Net Position	31,010,648
Total Net Pension Liability	1,977,151
Pension plan expense for the fiscal year	$ 3,866,603

Given the nature of the Town's Plans being part of a cost-sharing plan, the ending calculation is influenced by its proportionate share of the total liability and plan assets. The proportionate share percentages are determined by the contributions and payments out of the plan to the respective plan members. The current and prior year proportionate percentages have been presented below showing the year-over-year change using measurement dates that influences the total net pension liability:

	Net Pension Liability	**Fiduciary Net Position**
Proportion - June 30, 2021	0.15669%	0.14040%
Proportion - June 30, 2022	0.15379%	0.18491%
Change - Increase (Decrease)	-0.00290%	0.04451%

For the fiscal year ended June 30, 2023, the Town recognized pension expense of $3,866,603. At June 30, 2022, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience	$ 39,705	$ (26,593)
Changes in assumptions	202,600	-
Net Differences between projected and actual investment earnings	362,162	
Change in employer's proportion	31,276	(9,228,738)
Differences between employer's share of contributions	6,142,023	(109,178)
Pensions contributions subsequent to the measurement date	319,549	-
Total	$ 7,097,315	$ (9,364,509)

The amount of $319,549 for the Miscellaneous Plans is reported as deferred outflows of resources to contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year related to June 30, 2024. All other amounts reported as deferred outflows of resources and inflows of resources will be recognized as pension expense following the below amortization schedule:

Year Ended June 30	Annual Amortization
2024	$ (1,064,170)
2025	(1,042,876)
2026	(701,207)
2027	221,510
Total:	$ (2,586,743)

TOWN OF SAN ANSELMO
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H. Sensitivity of the Net Pension Liability Changes in the Discount Rate

The following presents the sensitivity of the net pension liability for the Miscellaneous Plans being calculated using a discount rate that is 1-percentage point lower and 1-percentage point higher than the current rate:

	Discount Rate -1% 5.90%	Current Rate 6.90%	Discount Rate +1% 7.90%
Net Pension Liability	$ 6,473,982	$ 1,977,151	$ (1,722,626)

I. Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separate issued CalPERS financial reports.

Note 9 - Other Postemployment Benefits Plan (OPEB)

A. Plan Description

The Town provides lifetime medical benefits as an additional post employment benefit. The Other Post Employment Benefit (OPEB) Plan is an agent multiple-employer defined benefit plan that is currently provided through CalPERS as permitted under the Public Employees' Medical and Hospital Care Act (PEMHCA). The Town is responsible for establishing and amending the funding policy of the Plan. The Plan further does not issue financial statements on the Plan activity.

On March 26, 2019, the Town further adopted resolution 4267 for the establishment of a California Employer's Retirement Benefit Trust fund (CERBT) administered by CalPERS to prefund its other post-employment medical benefits. The Trust is an irrevocable trust and qualifies as an Internal Revenue Section 115 trust. Investments of funds held in Trust are governed by the Investment Guideline Document for the investment account and by the agreement for administrative services with CalPERS, rather than the general provisions of the California Government Code or the Town's investment policy. The Town elected a discretionary investment approach, which allows the Town to maintain oversight of the investment management, control on target yield and the portfolio's risk tolerance, under the CERBT Strategy 2 investment option. The assets in the Trust will eventually be used to fund the OPEB plan obligations. Contributions to the trust are made annually according to the Town's Resolution, i.e., Resolution 4267. Currently, the Resolution stipulates a "pay-as-you-go" basis. CERBT issues separate financial statements, of which copies may be obtained through the CalPERS website.

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B. Eligibility Requirements and Benefits Provided

The following is a summary of the Plan eligibility requirements and benefits by employee group as of June 30, 2023:

Eligibility requires retiring from the Town under CalPERS typically on or after age 50 (52 for PEPRA employees) with at least 5 years of CalPERS service or disability retirement.

The employee must begin receiving pension benefits within 120 days of terminating employment with the Town to be eligible to continue medical coverage through the agency and be entitled to the benefits.

If an employee is not already enrolled in the medical plan, that employee may enroll within 60 days of retirement, during any future open enrollment period of with a qualifying life event. Once, eligible, coverage may be continued at the retiree's option for his or her lifetime.

The Town's contribution for medical coverage for Miscellaneous employees is the Public Employees' Medical and Hospital Care Act (PEHMCA) minimum required contribution (MRC) - $151 per month in 2023.

A surviving spouse and other dependents may also continue coverage.

C. Employees Covered By Benefit Terms

Membership in the Plan consisted of the following at the actuarial valuation date of June 30, 2021:

Inactive employees or beneficiaries currently receiving benefits	33
Inactive employees entitled to but not yet receiving benefits	6
Active employees	34
Total	73

D. Actuarial Methods and Assumptions

The total OPEB liability for the Plan was determined by an actuarial valuation as of June 30, 2021 rolled forward to June 30, 2022 using standard update procedures.

TOWN OF SAN ANSELMO
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The total OPEB liabilities as of the June 30, 2022 measurement date actuarial were determined using the following actuarial assumptions:

Fiscal Year End	June 30, 2023
Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Measurement Period	June 30, 2021 to June 30, 2022
Actuarial Assumptions:	
Funding Method	Entry age normal cost, level of percent of pay
Amortization Method	Straight-line amortization over a closed 20-year period
Discount Rate	5.30% as of June 30, 2022
General Inflation	2.50%
Payroll Growth Rate	3.00%
Participation Rate	92.5% for employees that qualify for subsidized coverage, and 50% for future employees.
Spouse Coverage	50% for future retirees
Healthcare Cost Trend Rate	5.7% in 2022
Mortality Factors	CalPERS 2017 Experience Study

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Assumed Asset Location	Real Return Years 1-5 (1)	Real Return Years 6-20 (2)
Global Equity	34%	4.40%	4.50%
Fixed Income	41%	-1.00%	2.20%
Global Real Estate (REITs)	17%	3.00%	3.90%
Treasury Inflation Protected Securities	5%	-1.80%	1.30%
Commodities	3%	0.80%	1.20%
	100%		

(1) An expected inflation of 2.50% used for this period
(2) An expected inflation of 5.55% used for this period

E. Discount Rate

The discount rate used to measure the total OPEB liability was 5.55% for the OPEB Plan. This factor is based on the expected rate of return assessed by the CalPERS California Employer's Retiree Benefit Trust (CERBT), of which is used to proxy the yield for a 20-year tax-exempt municipal bonds of credit quality AA/Aa or higher. CERBT is the primary trust entity of which the Town regularly contributes on a "pay-as-you-go" basis to prefund its OPEB liabilities and invest the Plan assets. The projection is provided by CERBT is split between the first 10 years real return and the latter 10 years real return where an average between two intervals is determined. Based on this assumption, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

F. Changes in Net OPEB Liability

The changes in the net OPEB liability Plan are as follows:

	Increase (Decrease)		
	Total OPEB Liability (a)	**Plan Fiduciary Net Position (b)**	**Net OPEB Liability (Asset) (a) - (b)**
Balance at June 30, 2021 (Measurement Date)	$ 1,854,934	$ 207,871	$ 1,647,063
Changes Recognized for Measurement Period:			
Service Cost	62,179	-	62,179
Interest on total OPEB liability	113,118	-	113,118
Employer contributions	-	180,392	(180,392)
Changes of benefit terms	-	-	-
Changes of assumptions	109,151	-	109,151
Differences between expected and actual experience	-	-	-
Net investment income	-	(25,678)	25,678
Administrative expenses	-	(53)	53
Benefit payments	(125,440)	(125,440)	-
Net changes	159,008	29,221	129,787
Balance at June 30, 2022 (Measurement Date)	$ 2,013,942	$ 237,092	$ 1,776,850

Fiscal year 2023 contributions for the Plan were comprised of the following:

Premium Payments	$ 91,425
Prefunding Contributions	64,965
Implicit Subsidies	34,063
Total Contributions	$ 190,453

G. Sensitivity of Net OPEB Liability to Changes in Discount Rate and Healthcare Cost Trend Rates

The following presents the net OPEB liability of the Town, as well as what the Town's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

	Total OPEB Liability/(Asset)		
	1% Decrease	Current Rate	1% Increase
Change in Discount Rate	4.55%	5.55%	6.55%
Net OPEB Liability	$ 2,003,802	$ 1,776,850	$ 1,585,679

	Total OPEB Liability/(Asset)		
	1% Decrease	Current Trend	1% Increase
Change in Healthcare Cost Trend Rate			
Net OPEB Liability	$ 1,613,047	$ 1,776,850	$ 1,993,883

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

H. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2023, the Town recognized OPEB a negative expense of $222,675.

At June 30, 2021, the Town reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between actual and expected experience	$ -	$ 107,094
Changes of assumptions	88,938	242,866
Net difference between projected and actual earnings on plan investments	23,225	-
Employer contributions made subsequent to the measurement date	190,453	-
Total	$ 302,616	$ 349,960

The amount of $190,453 reported as deferred outflows of resources to contributions subsequent to the measurement date will be recognized as a reduction to the net pension liability in the year related to June 30, 2024. All other amounts reported as deferred outflows of resources and inflows of resources will be recognized as part of OPEB expense following the below amortization schedule:

Year Ended June 30	Annual Amortization
2024	$ (202,955)
2025	(64,962)
2026	2,669
2027	19,365
2028	8,086
Total	$ (237,797)

Note 10 - Leases

A. Policies

A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment. The Town recognizes lease receivable or liabilities with an initial, individual value of $200,000 or more, based on the future lease payments remaining at the start of the lease.

B. Lessor

The Town is a lessor for noncancellable leases of buildings and facilities. The Town recognizes a lease receivable and a deferred inflow of resources in the government-wide and fund financial statements.

TOWN OF SAN ANSELMO
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At the commencement of a lease, the Town initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the Town determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts as follows:

The Town uses bond interest rate as the discount rate for leases.
The lease term includes the noncancellable period of the lease.
Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The Town monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

C. Leases Receivable (Town as Lessor)

The terms and balances related to leases receivable and deferred inflows of resources recorded in the General Fund as of June 30, 2023 were:

Lessee	Property leased	Original Lease Date	Lease Ending Date	Term Duration (Years)	Remaining Lease Term (years)	Extension Years	Expiration Date Including Options
ARYIIS	1000 Sir Francis Drake Blvd., San Anselmo, CA 94960	7/1/2019	6/30/2024	5	1	-	6/30/2024

(Continued below)

Lessee	Interest Revenue	Lease Revenue	Monthly Revenue as of June 30, 2022	Lease Receivable Balance at June 30, 2022	Deferred Inflow of Resources at June 30, 2022
ARYIIS	$ 6,920	$ 100,959	$ 8,974	$ 107,879	$ 107,879
	$ 6,920	$ 100,959	$ 8,974	$ 107,879	$ 107,879

The future principal and interest lease receivables as of June 30, were as follows:

For the Year Ended June 30	Principal	Interest	Total
2024	$ 107,879	$ 2,500	$ 110,379
Totals	$ 107,879	$ 2,500	$ 110,379

Note 11 - Jointly Governed Organizations

The Town participates in the jointly governed organizations discussed below through formally organized and separate entities established under the Joint Exercise of Powers Act of the State of California. As separate legal entities, these entities exercise full powers and authorities within the scope of the related Joint Powers Agreements including the preparation of annual budgets, accountability for all funds, the power to make and execute contracts and the right to sue and be sued. Each joint organization is governed by a board consisting of representatives from member municipalities. Each board controls the operations of the respective joint organization, including selection of management and approval of operating budgets, independent of any influence by member municipalities beyond their representation on that board. Obligations and liabilities of this joint organization are not the Town's responsibility, and the Town does not have an equity interest in the assets of each joint organization except upon dissolution of the joint organization.

A. Central Marin Police Authority (CMPA)

The Central Marin Police Authority is a full-service public safety and dispatch agency for the communities of Corte Madera, Larkspur, San Anselmo and portions of Greenbrae. CMPA was formed on January 1, 2013 under a Joint Powers Agreement between the Town of Corte Madera, Town of Larkspur and the Town of San Anselmo. The Authority is funded through direct contributions by each member through a pro-rata share of the total budgeted expenditures. The Central Marin Police Council is comprised of two members from each Town and/or Town Council. Overall management of the Authority is vested in the Management Committee comprised of the Town Managers of each jurisdiction. Furthermore, operational function of the Authority is assigned to the Chief of Police. Lastly, the City of Larkspur is assigned to maintain the books and records of the Authority. Audited financial statements may be obtained by mailing a request to the Central Marin Police Authority at 400 Magnolia Avenue, Larkspur, CA 94939.

B. Hazardous Materials Spills Management Authority (HMSMA)

The Hazardous Materials Spills Management Authority (HMSMA) is a multi-agency and multi-jurisdictional agency that was formed in July 1982 and responds to hazardous materials emergencies. The JPA establishes a response team from each of the local fire districts and departments that handles emergency calls from the central Marin County Communications Center. Contributions to the JPA are performed on an annual basis--of which the Town's contribution is performed through the Ross Valley Fire Department as per Resolution 4168. The annual budget is determined by the Marin County Fire Chief's Association and is allocated on a jurisdiction percent of population based on the County of Marin's current census data. Financial statements may be obtained by mailing a request to the Hazardous Materials Response Team, c/o San Rafael Fire Department, 1039 C Street, San Rafael, CA 94901.

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C. Marin Climate and Energy Partnership (MCEP)

The Marin Climate and Energy Partnership (MCEP) was created in 2007 by the County of Marin, eleven Marin cities and towns, the Transportation Authority of Marin, the Marin Clean Energy, and the Marin Municipal Water District. The member agencies work together to reduce greenhouse gas emissions in our government operations and in our communities. The MCEP developed greenhouse gas inventories and climate action plans for our member cities and work together to implement a wide range of greenhouse gas reduction programs, such as green building regulations, electric vehicle charging stations, LED streetlights, zero waste initiatives, and green purchasing policies. The MCEP demonstrates a way for local governments to collaborate on various energy and climate-related issues and address California State Assembly Bill No.32 goals, on a county-wide basis. The Partnership's contact information for further detail about the entity is 555 Northgate Dr., Suite 102, San Rafael, CA 949603.

D. Marin Energy Authority (MEA)

The Marin Energy Authority (MEA) was formed in 2006 by a consortium of municipalities where a non-profit entity was newly created to provide green energy power to residents within the member jurisdictions. Residents and commercial business owners have the option to receive green energy power from MEA versus receiving power from PG&E. MEA purchases the green energy power supply from various suppliers, i.e., solar & windmill farms, hydropower, and other non-fossil fuel gas supply. The purchased power is then supplied through the front-facing green energy distributor called Marin Clean Energy (MCE) that operates within MEA. MEA is funded through the individual fees charged to the residents opting into the MCE energy supply. Financial statements may be obtained from reviewing the MCE website.

E. Marin Emergency Radio Authority (MERA)

The Town participates in a joint powers agreement through the Marin Emergency Radio Authority (MERA) under an operating agreement dated February 1, 1999. MERA was created July 1, 1997 by an agreement between certain public agencies in Marin County to provide a public safety radio system to its members. The governing body is comprised of one member from each jurisdiction within the JPA. The members have agreed to pay a pro-rata share of MERA's operations costs and debt service through year 2022, which are projected at $64,000 per year. Financial statements may be obtained by mailing a request to the Marin Emergency Radio Team, c/o Town of Corte Madera, 300 Tamalpais Drive, Corte Madera, CA 94925.

F. Marin General Services Authority (MGSA)

The Marin General Services Authority (MGSA) was created by the County of Marin on April 26, 2005 to replace the Marin Street Light Acquisition Authority. All the original members of the Marin Street Light Acquisition Authority are eligible for membership. MGSA is established to finance, implement, and manage various municipal services within the member agencies including the taxicab regulation program and information management services. All assets and funds of the Street Light Authority are transferred to the General Services Authority. The financial responsibility of each member is based on a relative population and assessed value formula.

As of June 30, 2020, the member agencies have adopted an ordinance to terminate the Marin Telecommunications Agency (MTA) and a resolution to authorize the MGSA to collect franchise and Public, Education, and Government access fees previously collected by MTA. On May 14, 2020, the MGSA adopted a resolution accepting the assignment of agreements from MTA to affect the transfer of program responsibilities to MGSA July 1, 2020.

The JPA is directly funded through semi-annual contributions from each of the members. Total contributions for the current year were $169,906.

Financial statements may be obtained by mailing a request to the Marin Street Light Authority at Marin County Auditor-Controller, County of Marin, Room 225, San Rafael, CA 94903.

G. Ross Valley Fire Department (RVFD)

The Ross Valley Fire Department (RVFD) was created in 1982 through a consolidation of the respective Fire Departments from the Town of Fairfax, Town of San Anselmo, Town of Ross and the Sleepy Hollow Fire Protection District (Sleepy Hollow). The purpose of this consolidation is to provide combined fire protection, emergency medical and related services within all of the member jurisdictions. The JPA is funded through monthly contributions from the member agencies. The contributions are determined by the pro-rata share of the total budget expenditures. RVFD is governed by an eight-voting member Board of Directors, consisting of, two Council Members from each of the member municipalities. RVFD furthermore is administered by an Executive Committee comprising of the Town Manager from each member agency and shall rotate every two years. Financial statements may be obtained from Ross Valley Fire Service, 777 San Anselmo Avenue, San Anselmo, CA 94960.

H. Ross Valley Paramedic Authority (RVPA)

The Ross Valley Paramedic Authority (RVPA) was created on December 14, 1982, by the Town of Corte Madera, Town of Fairfax, Kentfield Fire Protection District, Town of Larkspur, County of Marin, Town of Ross, Town of San Anselmo, and Sleepy Hollow Fire Protection District to provide paramedic services to these eight public entities. RVPA is controlled by an eight-member board consisting of one member from each of the participating entities. None of the entities exercises specific control over the budgeting and financing of the RVPA's activities. The County of Marin Fire Department assigns seven full-time County employees as well as supervision by County fire department superior officers to render the paramedic service. RVPA's operations are financed by its members' residents, through a tax on each residential unit and an equivalent tax for commercial property. The tax is $75.00 (including a $.50 administrative fee) per living unit and per 1,500 square feet of structure on parcels in non-residential use. Financial statements may be obtained by mailing a request to the Town of Larkspur, 400 Magnolia Avenue, Larkspur, CA 94939.

I. Marin Wildfire Prevention Authority (MWPA)

The Marin Wildfire Prevention Authority (MWPA) was created in October 2019 by various local agencies within the County of Marin. The Authority is granted new temporary proceeds from the passage of a County-wide Ordinance 3716 by the County of Marin for a parcel tax that is specific to wildfire prevention purposes by each member. The levied parcel tax is $0.10 per building square foot (or $75 per multifamily unit) for ten years that is to be assessed on the residents within the County of Marin. The Authority then allocates 20% of these collected proceeds to each member agency for those specific members to expend the resource for wildfire prevention efforts. The Authority is governed by elected members from each member. Financial statements may be obtained from the Marin Wildfire Prevention Authority (MWPA) located at 28 Liberty Ship Way, Suite 2800, Sausalito, CA 94965.

TOWN OF SAN ANSELMO
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J. Bay Cities Joint Powers Insurance Authority (BCJPIA)

The Town participates in a joint powers agreement through the Bay Cities Joint Powers Insurance Authority (BCJPIA) which is a workers' compensation and general liability risk pool. The Town currently reports all of its risk management activities in its Internal Service Fund. Claim expenditures and liabilities are reported when it is probable that a loss has occurred, and the amount of that loss can be reasonably estimated. BCJPIA was created as a California Public Agency by an agreement between certain public agencies in the San Francisco Bay Area to provide vehicle, general liability, and workers compensation coverage. BCJPIA is governed by a Board of Directors which is comprised of officials appointed by each member town, Town or agency. Financial statements may be obtained from BCJPIA, 1750 Creekside Oaks Drive, Suite 200, Sacramento, California 95833.

K. Marin Automated Resources and Information NETwork (MARINet)

The Town participates in the Marin Automated Resources and Information NETwork (MARINet) joint powers authority where the seven member municipalities consolidate their library operations into one system. This system allows for a single library catalog and automation system where visitors can check out books at any member while only having one membership. Funding of the JPA is performed through annual pro-rata contributions from each member into the system. The Town's share as of June 30, 2021 was $89,735.91. The Governing Board is comprised of the Library Director from each respective municipality. Financial statements of the System can be obtained from the County Librarian, Marin County Free Library, Marin County Civic Center, 3501 Civic Center Drive, San Rafael, California 94903.

Note 12 - Risk Management

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Town established the Insurance Internal Service Fund to account for and finance its uninsured risks of loss. The Town manages risk by participating in a public entity risk pool (described below), purchasing insurance and by retaining certain risks.

A. Risk Coverage

The Town is a member of the Bay Cities Joint Powers Insurance Authority (BCJPIA), which covers both the general liability and worker's compensation claims. See Note 11 for description of the Town's participation in BCJPIA.

Liability & Property Coverage

BCJPIA provides the Town coverage against general liability and property claims up to an excess liability between $1,000,000 to $28,500,000 depending on the claim. The self-insured retention limit is $10,000 (or $1,000 for auto insurance) per individual claim. Once the self-insured retention limit is met, BCJPIA becomes responsible for payment of all liability claims up to the liability limit. The Town contributed a total of $380,469 in liability coverage premiums during the fiscal year.

TOWN OF SAN ANSELMO
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For the Year Ended June 30, 2023

Workers' Compensation Coverage

BCJPIA also provides the Town coverage against workers' compensation liability claims up to an excess liability of $1,000,000. The Town retention limit is $150,000 per individual claim. Once the self-insured retention limit is met, BCJPIA becomes responsible for payment of all liability claims up to the liability limit. The Town contributed a total of $156,504 in liability coverage premiums during the fiscal year.

The following types of loss risks are covered by the above Authority under the terms of their respective insurance policies:

Type of Coverage	Coverage Limits
General Liability	$ 28,500,000
All Risk Property	Total insured value
Cyber Liability	2,000,000
Workers' Compensation	1,000,000
Auto Physical Damage	Replacement Cost
Commercial Crime Bond	2,000,000
Employment Practices Liability	2,000,000

B. Insurance Internal Service Fund

The Town records estimated liabilities for claims filed up to the amounts for which it retains risk in the Internal Service Fund. Charges to the General Fund are based on relative general liability and workers compensation risk associated with the activities of each department.

Generally accepted accounting principles require municipalities to record the liability for uninsured claims and to reflect the current portion of this liability as an expense in the financial statements. As discussed above, the Town has coverage for such claims, but it has retained the risk for the deductible or uninsured portion of these claims.

The Town's liability for uninsured general liability claims and workers' compensation claims, including claims incurred but not reported, are reported in the Statements of Net Position. The Town's present value liability for uninsured claims below include a provision for claims incurred but not reported.

	General Liability	Worker's Compensation	Totals as of June 30 2023	2022
Balance, beginning of year	$ 22,836	$ 259,513	$ 282,349	$ 439,999
Current year claims and changes in estimates	339	45,274	45,613	(94,473)
Claims paid	(2,436)	(47,846)	(50,282)	(63,177)
Balance, end of year	$ 20,739	$ 256,941	$ 277,680	$ 282,349
Due in one year	$ 7,679	$ 79,553	$ 87,232	$ 89,036
Due in more than one year	13,060	177,388	190,448	193,313
Total claim liabilities	$ 20,739	$ 256,941	$ 277,680	$ 282,349

TOWN OF SAN ANSELMO
Notes to Basic Financial Statements
For the Year Ended June 30, 2023

Note 13 - Commitments and Contingencies

A. Town Litigation

The Town is subject to litigation arising in the normal course of business. In the opinion of the Town Attorney, there is no pending litigation that is likely to have a material adverse effect on the financial position of the Town.

B. Federal and State Grant Programs

The Town may receive State and Federal funds for specific purposes that are subject to review by the grantor agencies. Such audits could generate expenditure disallowances under the terms of the grants. It is believed that any required reimbursements would not be material.

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REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF SAN ANSELMO
Required Supplementary Information
Cost-Sharing Employer Defined Benefit Pension Plan

Schedule of Proportionate Share of the Net Pension Liability

The proportion *(percentage)* of the collective net pension liability represents the Town's share of the cost-sharing plan assets offset against the actuarial determined collective pension liability.

The proportionate share *(dollar amount)* of the collective net pension liability represents the Town's share of the cost-sharing plan assets offset against the actuarial determined collective pension liability.

The employer's covered-employee payroll represents the payroll of employees that are provided with pensions through the plan.

Schedule of Contributions

The employer's contributions to the plan is actuarially determined or based on statutory or contractual requirements which comprise the following: (1) the agent employer's actuarially determined contribution to the pension plan (its statutorily/contractually required contribution), (2) the employer's actual contributions, the difference between the actual and actuarially determined contributions (its statutorily/contractually required contributions), and (3) a ratio of the actual contributions divided by covered payroll.

TOWN OF SAN ANSELMO

Required Supplementary Information

Cost-Sharing Employer Defined Benefit Pension Plan
Last Seven Fiscal Years*

Schedule of Changes in the Net Pension Liability and Related Ratios

	Measurement Date - Fiscal Year Ending June 30							
	2022	2021	2020	2019	2018	2017	2016	2015
Town's proportion of the net pension liability	0.01712%	0.10943%	0.16319%	0.16518%	0.07962%	0.07855%	0.07844%	0.07721%
Town's proportionate share of the net pension liability	$ 1,977,151	$ 5,918,152	$ 8,903,583	$ 8,294,993	$ 7,672,274	$ 7,789,536	$ 6,787,374	$ 5,299,442
Town's covered payroll**	$ 2,970,967	$ 2,708,548	$ 2,886,891	$ 2,992,886	$ 2,847,262	$ 2,598,726	$ 2,418,737	$ 2,435,975
Town's proportionate share of the net pension liability as a percentage of its covered payroll	67%	218%	308%	277%	269%	300%	281%	218%
Plan fiduciary net position as a percentage of the total pension liability	76.68%	88%	75%	75%	75%	73%	74%	78%

Schedule of Contributions

	Fiscal Year ending June 30								
Schedule of the Town's Contribution	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually determined employer contribution	$ 319,549	$ 955,015	$ 851,518	$ 781,994	$ 700,699	$ 457,426	$ 533,161	$ 466,182	$ 359,492
Contributions in relation to the contractually determined employer contribution	$ 319,549	$ 10,025,393	$ 851,518	$ 781,994	$ 700,699	$ 457,426	$ 533,161	$ 466,182	$ 359,492
Contribution (excess) deficiency	$ -	$ (9,070,378)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Town's covered payroll***	$ 3,362,406	$ 2,970,967	$ 2,708,548	$ 2,886,891	$ 2,992,886	$ 2,847,262	$ 2,598,726	$ 2,418,737	$ 2,435,975
Contributions as a percentage of covered payroll	9.50%	337.45%	31.44%	27.09%	23.41%	16.07%	20.52%	19.27%	14.76%

* Fiscal year 2015 was the 1st year of implementation, therefore only eight years are shown.

** For the measurement date fiscal year
*** For the fiscal year ending on the date shown

TOWN OF SAN ANSELMO

Required Supplementary Information

Agent Multiple-Employer Retiree Medical Benefits (OPEB) Plan
Last Four Fiscal Years*

Schedule of Changes in the Net OPEB Liability and Related Ratios

Measurement Date**	**6/30/2022**	**6/30/2021**	**6/30/2020**	**6/30/2019**	**6/30/2018**	**6/30/2017**
Total OPEB Liability						
Service Cost	$ 62,179	$ 64,016	$ 62,001	$ 131,876	$ 123,701	$ 132,020
Interest Cost	113,118	121,303	119,536	89,639	90,209	80,504
Employer Contributions	-	-	-	-	-	-
Changes of Benefit Terms	-	-	-	-	-	-
Differences between expected and actual experience	-	(115,388)	-	(138,022)	-	-
Changes in assumptions	109,151	(5,118)	-	(960,384)	58,737	(177,769)
Benefit Payments	(125,440)	(142,606)	(168,418)	(159,319)	(150,383)	(146,144)
Net change in total OPEB liability	159,008	(77,793)	13,119	(1,036,210)	122,264	(111,389)
Total OPEB liability - beginning (a)	1,854,934	1,932,727	1,919,608	2,955,818	2,833,554	2,944,943
Total OPEB liability - ending (b)	$ 2,013,942	$ 1,854,934	$ 1,932,727	$ 1,919,608	$ 2,955,818	$ 2,833,554
Plan fiduciary net position						
Contributions - employer	$ 180,392	$ 192,003	$ 194,191	$ 259,319	$ 150,383	$ 146,144
Differences between expected and actual experience	-	-	-	-	-	-
Net investment income	(25,678)	26,403	5,300	1,098	-	-
Benefit payments	(125,440)	(142,606)	(168,418)	(159,319)	(150,383)	(146,144)
Trust administrative expenses	(53)	(49)	(50)	(1)	-	-
Net change in plan fiduciary net position	29,221	75,751	31,023	101,097	-	-
Plan fiduciary net position - beginning (c)	207,871	132,120	101,097	-	-	-
Plan fiduciary net position - ending (d)	$ 237,092	$ 207,871	$ 132,120	$ 101,097	$ -	$ -
Net OPEB liability - beginning (a)-(c)	$ 1,647,063	$ 1,800,607	$ 1,818,511	$ 1,019,088	$ -	$ -
Net OPEB liability - ending (b)-(d)	$ 1,776,850	$ 1,647,063	$ 1,800,607	$ 1,818,511	$ 2,955,818	$ 2,833,554
Plan fiduciary net position as a percentage of the total OPEB liability	59.81%	61%	62%	61%	104%	109.0%
Covered-employee payroll	$ 2,970,967	$ 2,708,549	$ 2,886,891	$ 2,989,768	$ 2,844,381	$ 2,598,726
Net OPEB liability as a percentage of covered-employee payroll	59.81%	60.81%	62.37%	60.82%	103.92%	109.04%

* GASB 75 requires presentation of the 10-year history of changes in the Net OPEB Liability. Only results for years since GASB 75 was implemented (fiscal years 2018-2022, measurement date 2017-2021) are shown in the table.
** For the measurement date fiscal year

Schedule of Contributions

	Fiscal Year ending June 30*					
Schedule of the Town's Contribution **	**2023**	**2022**	**2021**	**2020**	**2019**	**2018**
Contractually determined employer contribution	$ -	$ -	$ 1,405,000	$ 1,359,000	$ 1,027,000	$ 1,121,000
Actuarially Determined Contribution (ADC)	190,453	184,504	-	-	-	-
Contributions in relation to CDC or ADC	190,453	184,504	192,003	194,191	259,319	150,383
Contribution (excess) deficiency	$ -	$ -	$ 1,212,997	$ 1,164,809	$ 767,681	$ 970,617
Town's covered-employee payroll***	$ 3,362,406	$ 2,970,967	$ 2,629,823	$ 2,886,891	$ 2,989,768	$ 2,844,381
Contributions as a percentage of covered payroll	5.66%	6.21%	7.30%	6.73%	8.67%	5.29%

* Fiscal year 2018 was the 1st year of implementation, therefore only five years are shown.
** For the measurement date fiscal year
*** For the fiscal year ending on the date shown

TOWN OF SAN ANSELMO
General Fund
Schedule of Revenues, Expenditures
and Changes in Fund Balances
Budget and Actual
for the Year Ended June 30, 2023

	Budget Amounts (unaudited)		Actual	Variance with Final Budget Positive
	Original	Final	Results	(Negative)
Revenue				
Property taxes	$ 15,383,829	$ 15,383,829	$ 15,767,652	$ 383,823
Sales taxes	1,400,000	1,610,000	1,579,453	(30,547)
Franchise fees	775,000	775,000	900,545	125,545
Licenses and permits	1,234,500	1,359,500	1,379,263	19,763
Fines and forfeitures	60,000	60,000	88,034	28,034
Use of money and property	20,000	70,000	187,661	117,661
Intergovernmental	127,500	127,500	247,968	120,468
Charges for services	171,000	171,000	151,506	(19,494)
Other revenue	100,070	100,070	162,498	62,428
Total Revenue	19,271,899	19,656,899	20,464,580	807,681
Expenditures				
Current -				
General government	3,346,090	3,346,090	2,780,893	565,197
Public safety - police	4,938,129	4,938,129	4,938,129	-
Public safety - fire	4,869,951	4,869,951	4,829,687	40,264
Public works	3,118,390	3,418,390	3,471,784	(53,394)
Community development	958,759	958,759	721,748	237,011
Culture and recreation	1,076,038	1,076,038	1,088,037	(11,999)
Debt service				
Principal	285,000	285,000	285,000	-
Interest	248,976	248,976	209,249	39,727
Fees	1,500	1,500	1,300	200
Total Expenditures	18,842,833	19,142,833	18,325,827	817,006
Excess of Revenue				
Over (Under) Expenditures	429,066	514,066	2,138,753	1,624,687
Other Financing Sources / (Uses)				
Transfers in	384,447	384,447	356,096	(28,351)
Transfers (out)	(813,517)	(1,503,517)	(1,503,517)	-
Total Other Financing Sources/ (Uses)	(429,070)	(1,119,070)	(1,147,421)	(28,351)
CHANGE IN FUND BALANCES	$ (4)	$ (605,004)	991,332	$ 1,596,336
Fund balances - beginning			7,501,148	
Fund balances - end of year			$ 8,492,480	

TOWN OF SAN ANSELMO
Measure D Sales Tax
Schedule of Revenues, Expenditures
and Changes in Fund Balances
Budget and Actual
for the Year Ended June 30, 2023

	Budget Amounts (unaudited)		Actual	Variance with Final Budget Positive
	Original	Final	Results	(Negative)
Revenue				
Sales taxes	$ 1,210,000	$ 1,000,000	$ 985,592	$ (14,408)
Use of money and property	-	-	10,694	10,694
Total Revenue	1,210,000	1,000,000	996,286	(3,714)
Expenditures				
Current -				
Public works	189,017	878,232	240,447	637,785
Community development	-	-	-	-
Capital Outlay	1,095,703	1,195,703	1,212,765	(17,062)
Total Expenditures	1,284,720	2,073,935	1,453,212	620,723
Excess of Revenue				
Over (Under) Expenditures	(74,720)	(1,073,935)	(456,926)	617,009
CHANGE IN FUND BALANCES	$ (74,720)	$ (1,073,935)	(456,926)	$ 617,009
Fund balances - beginning			1,073,935	
Fund balances - end of year			$ 617,009	

TOWN OF SAN ANSELMO
Grants Fund
Schedule of Revenues, Expenditures
and Changes in Fund Balances
Budget and Actual
for the Year Ended June 30, 2023

	Budget Amounts (unaudited)		Actual	Variance with Final Budget Positive
	Original	Final	Results	(Negative)
Revenue				
Intergovernmental	$ 717,744	$ 717,744	$ 532,006	$ (185,738)
Other revenue	-	-	48,711	48,711
Total Revenue	717,744	717,744	580,717	(137,027)
Expenditures				
Current -				
General government	42,000	42,000	-	42,000
Public works	5,000	5,000	83,909	(78,909)
Capital outlay	670,744	670,744	616,057	54,687
Total Expenditures	717,744	717,744	699,966	17,778
Excess of Revenue				
Over (Under) Expenditures	-	-	(119,249)	(119,249)
Other Financing Sources / (Uses)				
Transfers in	-	-	-	-
Transfers (out)	-	-	-	-
Total Other Financing Sources/ (Uses)	-	-	-	-
CHANGE IN FUND BALANCES	$ -	$ -	(119,249)	$ (119,249)
Fund balances - beginning			246,801	
Fund balances - end of year			$ 127,552	

TOWN OF SAN ANSELMO
Recreation Fund
Schedule of Revenues, Expenditures
and Changes in Fund Balances
Budget and Actual
for the Year Ended June 30, 2023

	Budget Amounts (unaudited)		Actual	Variance with Final Budget
	Original	Final	Results	Positive (Negative)
Revenue				
Charges for services	$ 1,875,414	$ 1,875,414	$ 2,348,132	$ 472,718
Use of money and property	-	-	28,507	28,507
Total Revenue	1,875,414	1,875,414	2,376,639	501,225
Expenditures				
Current -				
Culture and recreation	1,848,926	1,848,926	1,944,326	(95,400)
Total Expenditures	1,848,926	1,848,926	1,944,326	(95,400)
Excess of Revenue				
Over (Under) Expenditures	26,488	26,488	432,313	405,825
Other Financing Sources / (Uses)				
Transfers (out)	-	-	(26,488)	(26,488)
Total Other Financing Sources/ (Uses)	-	-	(26,488)	(26,488)
CHANGE IN FUND BALANCES	$ 26,488	$ 26,488	405,825	$ 379,337
Fund balances - beginning			463,580	
Fund balances - end of year			$ 869,405	

TOWN OF SAN ANSELMO
Road Maintenance Fund
Schedule of Revenues, Expenditures
and Changes in Fund Balances
Budget and Actual
for the Year Ended June 30, 2023

	Budget Amounts (unaudited)		Actual	Variance with Final Budget Positive
	Original	Final	Results	(Negative)
Revenue				
Use of money and property	$ 1,000	$ 1,000	$ 3,921	$ 2,921
Charges for services	504,000	504,000	604,350	100,350
Other revenue	-	-	83,623	83,623
Total Revenue	505,000	505,000	691,894	186,894
Expenditures				
Current -				
Public works	326,310	326,310	185,329	140,981
Capital outlay	833,554	933,554	1,155,442	(221,888)
Total Expenditures	1,159,864	1,259,864	1,340,771	(80,907)
Excess of Revenue				
Over (Under) Expenditures	(654,864)	(754,864)	(648,877)	105,987
Other Financing Sources / (Uses)				
Transfers in	730,987	730,987	732,112	1,125
Total Other Financing Sources/ (Uses)	730,987	730,987	732,112	1,125
CHANGE IN FUND BALANCES	$ 76,123	$ (23,877)	83,235	$ 107,112
Fund balances - beginning			175,184	
Fund balances - end of year			$ 258,419	

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SUPPLEMENTARY INFORMATION

Combining Funds Financial Statement

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2023

	Special Revenue Funds				
	Community Facilities Master Plan	Downtown Revitalization Fund	Emergency Projects Fund	Gas Tax Fund	Library Tax Fund
ASSETS					
Cash & investments	$ 4,930	$ 21,488	$ 3,083,370	$ (54,306)	$ 43,872
Receivables	20	89	141,219	54,306	2,072
Prepaid expenses	-	-	-	-	7,161
Lease receivable	-	-	-	-	-
Total Assets	**$ 4,950**	**$ 21,577**	**$ 3,224,589**	**$ -**	**$ 53,105**
LIABILITIES					
Payables	$ -	$ -	$ 17,826	$ -	$ 24,188
Accrued liabilities	-	-	-	-	-
Deposits Payable	-	-	-	-	-
Total Liabilities	**-**	**-**	**17,826**	**-**	**24,188**
DEFERRED INFLOW OF RESOURCES					
Leases related	-	-	-	-	-
Unavailable revenue	-	-	101,570	-	-
Total Liabilities	**-**	**-**	**101,570**	**-**	**-**
FUND BALANCES					
Nonspendable	-	-	-	-	7,161
Restricted	-	-	-	-	21,756
Committed	4,851	21,577	3,105,193	-	-
Assigned	99	-	-	-	-
Unassigned	-	-	-	-	-
Total Fund Balances	**4,950**	**21,577**	**3,105,193**	**-**	**28,917**
Total Liabilities, deferred inflow of resources and Fund Balances	**$ 4,950**	**$ 21,577**	**$ 3,224,589**	**$ -**	**$ 53,105**

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2023

	Special Revenue Funds				
	Isabel Cook Community Center	Robson House Fund	Special Events Fund	Marin City Parks Measure A	Creekside Commons Fund
ASSETS					
Cash & investments	$ 47,573	$ (19,552)	$ 36,959	$ 23,938	$ 90,916
Receivables	193	-	153	61,494	370
Prepaid expenses	-	-	-	-	-
Lease receivable	107,879	-	-	-	-
Total Assets	**$ 155,645**	**$ (19,552)**	**$ 37,112**	**$ 85,432**	**$ 91,286**
LIABILITIES					
Payables	$ 6,935	$ 39,773	$ 2,551	$ 48,329	$ 56,354
Accrued liabilities	883	859	-	-	-
Deposits Payable	-	3,605	-	-	-
Total Liabilities	**7,818**	**44,237**	**2,551**	**48,329**	**56,354**
DEFERRED INFLOW OF RESOURCES					
Leases related	107,879	-	-	-	-
Unavailable revenue	-	-	-	-	-
Total Liabilities	**107,879**	**-**	**-**	**-**	**-**
FUND BALANCES					
Nonspendable	-	-	-	-	-
Restricted	-	-	-	37,103	34,932
Committed	39,948	-	34,561	-	-
Assigned	-	-	-	-	-
Unassigned	-	(63,789)	-	-	-
Total Fund Balances	**39,948**	**(63,789)**	**34,561**	**37,103**	**34,932**
Total Liabilities, deferred inflow of resources and Fund Balances	**$ 155,645**	**$ (19,552)**	**$ 37,112**	**$ 85,432**	**$ 91,286**

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2023

	Special Revenue Funds				
	Measure C Wildfire Tax Fund	Parking Fund	Climate Action Fund	Community Garden Fund	**Total Special Revenue Funds**
ASSETS					
Cash & investments	$ 151,889	$ 96,346	$ 101,383	$ 7,434	**$ 3,636,240**
Receivables	622	393	412	31	**261,374**
Prepaid expenses	-	-	-	-	**7,161**
Lease receivable	-	-	-	-	**107,879**
Total Assets	**$ 152,511**	**$ 96,739**	**$ 101,795**	**$ 7,465**	**$ 4,012,654**
LIABILITIES					
Payables	$ 33,144	$ 6,681	$ 16,000	$ 648	**$ 252,429**
Accrued liabilities	-	-	-	-	**1,742**
Deposits Payable	-	-	-	-	**3,605**
Total Liabilities	**33,144**	**6,681**	**16,000**	**648**	**257,776**
DEFERRED INFLOW OF RESOURCES					
Leases related	-	-	-	-	**107,879**
Unavailable revenue	-	-	-	300	**101,870**
Total Liabilities	**-**	**-**	**-**	**300**	**209,749**
FUND BALANCES					
Nonspendable	-	-	-	-	**7,161**
Restricted	119,367	-	-	-	**213,158**
Committed	-	90,058	85,795	6,517	**3,388,500**
Assigned	-	-	-	-	**99**
Unassigned	-	-	-	-	**(63,789)**
Total Fund Balances	**119,367**	**90,058**	**85,795**	**6,517**	**3,545,129**
Total Liabilities, deferred inflow of resources and Fund Balances	**$ 152,511**	**$ 96,739**	**$ 101,795**	**$ 7,465**	**$ 4,012,654**

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2023

	Capital Project Funds			
	Capital Reconstruction Fund	Equipment Replacement Fund	Active Transportation Fund	**Total Capital Project Funds**
ASSETS				
Cash & investments	$ 10,886	$ 13,512	$ 100,095	**$ 124,493**
Receivables	42	49	414	**505**
Prepaid expenses	-	-	-	**-**
Lease receivable	-	-	-	**-**
Total Assets	**$ 10,928**	**$ 13,561**	**$ 100,509**	**$ 124,998**
LIABILITIES				
Payables	$ -	$ -	$ -	**$ -**
Accrued liabilities	-	-	-	**-**
Deposits Payable	-	-	-	**-**
Total Liabilities	**-**	**-**	**-**	**-**
DEFERRED INFLOW OF RESOURCES				
Leases related	-	-	-	**-**
Unavailable revenue	-	-	-	**-**
Total Liabilities	**-**	**-**	**-**	**-**
FUND BALANCES				
Nonspendable	-	-	-	-
Restricted	-	-	-	**-**
Committed	-	-	-	**-**
Assigned	10,928	13,561	100,509	**124,998**
Unassigned	-	-	-	-
Total Fund Balances	**10,928**	**13,561**	**100,509**	**124,998**
Total Liabilities, deferred inflow of resources and Fund Balances	**$ 10,928**	**$ 13,561**	**$ 100,509**	**$ 124,998**

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2023

	Debt Service Funds			Debt Service Fund
	Measure G Debt Svc 2011	Municipal Lease Fund	Measure G Debt Svc 2020	Pension Obligation Bonds 2021
ASSETS				
Cash & investments	$ 320,755	$ -	$ 206,884	$ -
Receivables	13,673	-	6,483	-
Prepaid expenses	-	-	-	-
Lease receivable	-	-	-	-
Total Assets	**$ 334,428**	**$ -**	**$ 213,367**	**$ -**
LIABILITIES				
Payables	$ -	$ -	$ -	$ -
Accrued liabilities	-	-	-	-
Deposits Payable	-	-	-	-
Total Liabilities	**-**	**-**	**-**	**-**
DEFERRED INFLOW OF RESOURCES				
Leases related	-	-	-	-
Unavailable revenue	-	-	-	-
Total Liabilities	**-**	**-**	**-**	**-**
FUND BALANCES				
Nonspendable	-	-	-	-
Restricted	334,428	-	213,367	-
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
Total Fund Balances	**334,428**	**-**	**213,367**	**-**
Total Liabilities, deferred inflow of resources and Fund Balances	**$ 334,428**	**$ -**	**$ 213,367**	**$ -**

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Balance Sheet
June 30, 2023

	Total Debt Service Funds	Total Nonmajor Governmental Funds
ASSETS		
Cash & investments	$ 527,639	$ 4,288,372
Receivables	20,156	282,035
Prepaid expenses	-	7,161
Lease receivable	-	107,879
Total Assets	$ 547,795	$ 4,685,447
LIABILITIES		
Payables	$ -	$ 252,429
Accrued liabilities	-	1,742
Deposits Payable	-	3,605
Total Liabilities	-	257,776
DEFERRED INFLOW OF RESOURCES		
Leases related	-	107,879
Unavailable revenue	-	101,870
Total Liabilities	-	209,749
FUND BALANCES		
Nonspendable	-	7,161
Restricted	547,795	760,953
Committed	-	3,388,500
Assigned	-	125,097
Unassigned	-	(63,789)
Total Fund Balances	547,795	4,217,922
Total Liabilities, deferred inflow of resources and Fund Balances	$ 547,795	$ 4,685,447

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For The Year Ended June 30, 2023

	Special Revenue Funds				
	Community Facilities Master Plan	Downtown Revitalization Fund	Emergency Projects Fund	Gas Tax Fund	Library Tax Fund
REVENUE					
Property taxes	$ -	$ -	$ -	$ -	$ 297,843
Sales taxes	-	-	-	-	-
Franchise fees	-	-	-	-	-
Licenses and permits	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-
Use of money and property	99	206	68,703	-	959
Intergovernmental	-	-	1,492,262	611,720	-
Charge for services	-	-	-	-	-
Other revenue	-	-	32,367	-	-
Total Revenue	99.00	206.00	1,593,332	611,720	298,802
EXPENDITURES					
Current -					
General government	-	-	10,414	-	-
Nondepartmental	-	-	-	-	-
Public safety - fire	-	-	-	-	-
Public works	-		39,749	-	-
Planning/engineering	-	-	-	-	-
Community development	-	-	-	-	-
Culture and recreation	-	-	-	-	339,512
Capital projects	-	-	163,501	-	
Debt service	-	-	-	-	-
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Total Expenditures	-	-	213,664	-	339,512
Excess Revenue over (under) Expenditures	99	206	1,379,668	611,720	(40,710)
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	15,000	200,000	-	-
Operating transfers (out)	-	-	-	(611,720)	-
Totals	-	15,000	200,000	(611,720)	-
CHANGE IN FUND BALANCES	99	15,206	1,579,668	-	(40,710)
Fund Balances - Beginning	4,851	6,371	1,525,525	-	69,627
Fund Balances - End of Year	$ 4,950	$ 21,577	$ 3,105,193	$ -	$ 28,917

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For The Year Ended June 30, 2023

	Special Revenue Funds				
	Isabel Cook Community Center	Robson House Fund	Special Events Fund	Marin City Parks Measure A	Creekside Commons Fund
REVENUE					
Property taxes	$ -	$ -	$ -	$ -	$ -
Sales taxes	-	-	-	71,126	-
Franchise fees	-	-	-	-	-
Licenses and permits	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-
Use of money and property	102,599	27,937	96	4,607	1,966
Intergovernmental	-	-	-	-	-
Charge for services	-	-	17,011	-	-
Other revenue	-	-	-	-	
Total Revenue	102,599	27,937	17107.00	75,733	1,966
EXPENDITURES					
Current -					
General government	-	-	-	-	-
Nondepartmental	-	-	-	-	-
Public safety - fire	-	-	-	-	-
Public works	122,132	101,017	-	(2,225)	24,941
Planning/engineering	-	-	-	-	-
Community development	-	-	-	-	-
Culture and recreation	-	-	38,664	-	-
Capital projects	-	-	-	609,140	49,869
Debt service	-	-	-	-	
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Total Expenditures	122,132	101,017	38,664	606,915	74,810
Excess Revenue over (under) Expenditures	(19,533)	(73,080)	(21,557)	(531,182)	(72,844)
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	50,000	-	-
Operating transfers (out)	-	-	-	-	-
Totals	-	-	50,000	-	-
CHANGE IN FUND BALANCES	(19,533)	(73,080)	28,443	(531,182)	(72,844)
Fund Balances - Beginning	59,481	9,291	6,118	568,285	107,776
Fund Balances - End of Year	$ 39,948	$ (63,789)	$ 34,561	$ 37,103	$ 34,932

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For The Year Ended June 30, 2023

	Special Revenue Funds				
	Measure C Wildfire Tax Fund	Parking Fund	Climate Action Fund	Community Garden Fund	**Total Special Revenue Funds**
REVENUE					
Property taxes	$ 377,454	$ -	$ -	$ -	**$ 675,297**
Sales taxes	-	-	-	-	**71,126**
Franchise fees	-	-	-	-	**-**
Licenses and permits	-	31,840	-	-	**31,840**
Fines and forfeitures	-	-	-	-	**-**
Use of money and property	2,360	1,943	2,256	54	**213,785**
Intergovernmental	-	-	35,468	-	**2,139,450**
Charge for services	-	-	-	-	**17,011**
Other revenue	-	-	-	8,537	**40,904**
Total Revenue	379,814	33,783	37,724	8,591	**3,189,413**
EXPENDITURES					
Current -					
General government	-	32,839	-	-	**43,253**
Nondepartmental	-	-	-	-	**-**
Public safety - fire	-	-	-	-	**-**
Public works	446,420	-	115,311	2,074	**849,419**
Planning/engineering		-	-	-	**-**
Community development	-	-	-	-	**-**
Culture and recreation	-	-	-	-	**378,176**
Capital projects	-	-	-	-	**822,510**
Debt service					
Principal	-	-	-	-	**-**
Interest	-	-	-	-	**-**
Total Expenditures	446,420	32,839	115,311	2,074	**2,093,358**
Excess Revenue over (under) Expenditures	(66,606)	944	(77,587)	6,517	**1,096,055**
OTHER FINANCING SOURCES (USES)					
Operating transfers in	-	-	105,000	-	**370,000**
Operating transfers (out)	-	-	-	-	**(611,720)**
Totals	-	-	105,000	-	**(241,720)**
CHANGE IN FUND BALANCES	(66,606)	944	27,413	6,517	**854,335**
Fund Balances - Beginning	185,973	89,114	58,382	-	**2,690,794**
Fund Balances - End of Year	$ 119,367	$ 90,058	$ 85,795	$ 6,517	**$ 3,545,129**

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For The Year Ended June 30, 2023

	Capital Project Funds			
	Capital Reconstruction Fund	Equipment Replacement Fund	Active Transportation Fund	**Total Capital Project Funds**
REVENUE				
Property taxes	$ -	$ -	$ -	**$ -**
Sales taxes	-	-	-	**-**
Franchise fees	-	-	-	**-**
Licenses and permits	-	-	-	**-**
Fines and forfeitures	-	-	-	**-**
Use of money and property	857	1,853	509	**3,219**
Intergovernmental	-	-	-	**-**
Charge for services	-	-	-	**-**
Other revenue	2,524	701	-	**3,225**
Total Revenue	3,381	2,554	509	**6,444**
EXPENDITURES				
Current -				
General government	-	-	-	**-**
Nondepartmental	-	-	-	**-**
Public safety - fire	-	-	-	**-**
Public works	-	-	-	**-**
Planning/engineering	-	-	-	**-**
Community development	-	-	-	**-**
Culture and recreation	-	-	-	**-**
Capital projects	51,455	106,453	-	**157,908**
Debt service				
Principal	-	-	-	**-**
Interest	-	-	-	**-**
Total Expenditures	51,455	106,453	-	**157,908**
Excess Revenue over (under) Expenditures	(48,074)	(103,899)	509	**(151,464)**
OTHER FINANCING SOURCES (USES)				
Operating transfers in	-	-	100,000	**100,000**
Operating transfers (out)	-	-	-	**-**
Totals	-	-	100,000	**100,000**
CHANGE IN FUND BALANCES	(48,074)	(103,899)	100,509	**(51,464)**
Fund Balances - Beginning	59,002	117,460		**176,462**
Fund Balances - End of Year	$ 10,928	$ 13,561	$ 100,509	**$ 124,998**

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For The Year Ended June 30, 2023

	Debt Service Funds			Debt Service Fund
	Measure G Debt Svc 2011	Municipal Lease Fund	Measure G Debt Svc 2020	Pension Obligation Bonds 2021
REVENUE				
Property taxes	$ 248,749	$ -	$ 181,596	$ -
Sales taxes	-	-	-	-
Franchise fees	-	-	-	-
Licenses and permits	-	-	-	-
Fines and forfeitures	-	-	-	-
Use of money and property	6,511	-	3,181	-
Intergovernmental	-	-	-	-
Charge for services	-	-	-	-
Other revenue	-	-	-	-
Total Revenue	255,260	-	184,777	-
EXPENDITURES				
Current -				
General government	-	-	-	-
Nondepartmental	-	-	-	-
Public safety - fire	-	-	-	-
Public works	-	-	-	-
Planning/engineering	-	-	-	-
Community development	-	-	-	-
Culture and recreation	-	-	-	-
Capital projects	-	-	-	-
Debt service				
Principal	475,000	- 153,172	135,000	-
Interest	35,756	- 5,345	44,100	-
Total Expenditures	510,756	158,517	179,100	-
Excess Revenue over (under) Expenditures	(255,496)	(158,517)	5,677	-
OTHER FINANCING SOURCES (USES)				
Operating transfers in	-	158,517	-	-
Operating transfers (out)	-	-	-	-
Totals		158,517	-	-
CHANGE IN FUND BALANCES	(255,496)	-	5,677	-
Fund Balances - Beginning	589,924	-	207,690	-
Fund Balances - End of Year	$ 334,428	$ -	$ 213,367	$ -

TOWN OF SAN ANSELMO
Nonmajor Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
For The Year Ended June 30, 2023

	Total Debt Service Funds	Total Nonmajor Governmental Funds
REVENUE		
Property taxes	$ 430,345	$ 1,105,642
Sales taxes	-	71,126
Franchise fees	-	-
Licenses and permits	-	31,840
Fines and forfeitures	-	-
Use of money and property	9,692	226,696
Intergovernmental	-	2,139,450
Charge for services	-	17,011
Other revenue	-	44,129
Total Revenue	440,037	3,635,894
EXPENDITURES		
Current -		
General government	-	43,253
Nondepartmental	-	-
Public safety - fire	-	-
Public works	-	849,419
Planning/engineering	-	-
Community development	-	-
Culture and recreation	-	378,176
Capital projects	-	980,418
Debt service		-
Principal	763,172	763,172
Interest	85,201	85,201
Total Expenditures	848,373	3,099,639
Excess Revenue over (under) Expenditures	(408,336)	536,255
OTHER FINANCING SOURCES (USES)		
Operating transfers in	158,517	628,517
Operating transfers (out)	-	(611,720)
Totals	158,517	16,797
CHANGE IN FUND BALANCES	(249,819)	553,052
Fund Balances - Beginning	797,614	3,664,870
Fund Balances - End of Year	$ 547,795	$ 4,217,922

TOWN OF SAN ANSELMO
Internal Services Funds
Combining Statement of Net Position
June 30, 2023

ASSETS	Insurance Fund	Building Maintenance Fund	Technology Replacement Fund	Vehicle Replacement Fund	Total
Cash and investments	$ 749,324	$ 311,116	$ 62,749	$ 230,401	$ 1,353,590
Accounts Receivables	3,058	1,279	256	940	5,533
Prepaid expenses	24,043	-	-	-	24,043
Total assets	776,425	312,395	63,005	231,341	1,383,166
LIABILITIES					
Current liabilities:					
Payables	4,440	30,743	69,535	-	104,718
Claims payable - current	87,232	-	-	-	87,232
Total current liabilities	91,672	30,743	69,535	-	191,950
Noncurrent liabilities:					
Claims payable - due in more than one year	190,448	-	-	-	190,448
Total liabilities	282,120	30,743	69,535	-	382,398
NET POSITION					
Unrestricted	494,305	281,652	(6,530)	231,341	1,000,768
Total net position	$ 494,305	$ 281,652	$ (6,530)	$ 231,341	$ 1,000,768

TOWN OF SAN ANSELMO

Internal Services Funds

Combining Statement of Revenue, Expenses, and Change in Net Position

Year Ended June 30, 2023

	Insurance Fund	Building Maintenance Fund	Technology Replacement Fund	Vehicle Replacement Fund	Total
OPERATING REVENUE					
Use of money and property	$ 14,373	$ 3,721	$ 1,122	$ 4,372	$ 23,588
Charges for services	600,002	344,784	182,970	-	1,127,756
Other revenue	-	19,130	4,585	-	23,715
Total operating revenue	614,375	367,635	188,677	4,372	1,175,059
OPERATING EXPENSES					
Insurance costs	625,238	-	-	-	625,238
Supplies and services	-	302,018	429,130	18,031	749,179
Total operating expenses	625,238	302,018	429,130	18,031	1,374,417
Operating income (loss)	(10,863)	65,617	(240,453)	(13,659)	(199,358)
Transfers in	100,000	100,000	125,000	100,000	425,000
CHANGE IN NET POSITION	89,137	165,617	(115,453)	86,341	225,642
Net Position - beginning	405,168	116,035	108,923	145,000	$775,126
Net Position - end of year	$ 494,305	$ 281,652	$ (6,530)	$ 231,341	$ 1,000,768

TOWN OF SAN ANSELMO
Internal Services Funds
Combining Statement of Cash Flows
Year Ended June 30, 2023

CASH FLOWS PROVIDED BY (USED FOR)	Insurance Fund	Building Maintenance Fund	Technology Replacement Fund	Vehicle Replacement Fund	Total
Operating Activities					
Receipts from customers and interfund charges	$ 611,317	$ 366,356	$ 188,421	$ 3,432	$ 1,169,526
Payments to vendors and insurance claims	(613,600)	(271,950)	(392,512)	(18,031)	(1,296,093)
Net cash provided (used)	(2,283)	94,406	(204,091)	(14,599)	(126,567)
Noncapital Financing Activities					
Transfers in	100,000	100,000	125,000	100,000	425,000
Net cash provided (used)	100,000	100,000	125,000	100,000	425,000
Net Increase (Decrease) in Cash	97,717	194,406	(79,091)	85,401	298,433
Cash and cash equivalents - beginning	651,607	116,710	141,840	145,000	1,055,157
Cash and cash equivalents - end of year	$ 749,324	$ 311,116	$ 62,749	$ 230,401	$ 1,353,590
Operating Activities Analysis					
Operating Income (Loss)	$ (10,863)	$ 65,617	$ (240,453)	$ (13,659)	$ (199,358)
Reconciliation adjustments:					
(Increase) decrease in accounts receivables	(3,058)	(1,279)	(256)	(940)	(5,533)
(Increase) decrease in prepaid expenses	13,045	-	-	-	13,045
Increase (decrease) in payables	3,262	30,068	36,618	-	69,948
Increase (decrease) in claims	(4,669)	-	-	-	(4,669)
Net cash provided (used)	$ (2,283)	$ 94,406	$ (204,091)	$ (14,599)	$ (126,567)

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.3

MEETING DATE: 2/13/24

AGENDA TITLE: Consideration of Special Event Application – Teen Battle of The Bands 2024

FROM: Mattie O'Grady – Recreation Manager

RECOMMENDATION: That Council approve the San Anselmo Art Commission's application for Teen Battle of the Bands scheduled for April 27th, in Creek Park from 4:00-7:00pm.

BACKGROUND

The San Anselmo Arts Commission in partnership with the Town of San Anselmo would like to host our first Annual Teen Battle of the Bands Competition for high school age musicians. A competition for high school rock bands only, with the goal of inspiring young musicians and giving teens an opportunity to perform for the community. This idea was conceived by one of the Town's Youth Commissioners, Julia Wise, who is a sophomore at Archie Williams High School and an active musician.

DISCUSSION/ANALYSIS

Each band will have the opportunity to play a short set of 3 songs and compete to win prize money and the reigning title as the 2024 Battle of the Bands Champion. The bands will be judged by a panel of judges and the champion will be awarded $1000 and a chance to play at *Live on the Avenue* 2024. The runner-up will win $500. Cash prizes are awarded by the San Anselmo Arts Commission.

All members of the band must currently be in grades 9-12 and enrolled in a high school curriculum: public, private, charter, or homeschool within a 5-mile radius of San Anselmo. Students in West Marin are also accepted.

Since it will be the first annual event, no more than 300 people are expected in Creek Park. The park will not require fencing as this is a non-ticketed event free to the community, and there will be no street closure in conjunction with this event. May 4th has been selected as a back-up date if the event must be cancelled due to weather.

The attached application provides details of the event with comments and conditions from Town staff.

FISCAL IMPACT

The Arts Commission has voted to spend $2,000 on this event. The Recreation Department is contributing an additional $750 to help out with production costs such as a sound engineer, back-line, band refreshments, and honorable mention awards.

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).

ATTACHMENTS

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: Teen Battle of The Bands

Organization(s) presenting the event: San Aneslmo Arts Commission & Town of San Anse

Other event sponsor(s), if any: TBD

Contact Person: Grace Angel & Julia W **Phone Number:** 415-994-8009

Address: N/A **Email:** mgiangel77@gmail.com / juliawise26@gm

Event Date(s): 4/27/24 (5/4/24 back-up)

Start and end times: 4:00-7:00pm **Number of attendees (estimate):** 300

Location: Creek Park, San Anselmo

Will alcohol be served or sold?

Yes_☐_ No_☑_

Brief Event Description:

The San Anselmo Arts Commission would like to host their first Annual Teen Battle of the Bands Competition for high school age musicians with the goal of nurturing and engaging young musicians in the community. The Battle of Band Competition is scheduled for April 27th, 2024 at Creek Park from 4:00pm - 7:00pm. In case of rain a back up date of May 4th has been selected. The bands will be judged by a panel of judges and the champion will be awarded $1000 and a chance to play at Live on the Avenue 2024. The runner-up will win $500. Cash prizes are awarded by the San Anselmo Arts Commission. The event will not require a street closure or fencing off of the park as it will be free to attend.

Public space requested:

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

☐ **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:

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 501c(3)
- 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: Grace Angel & Julia Wise Date: 1/19/2024

NAME OF EVENT: Teen Battle of the Bands DATE OF EVENT: 4/27/24 (back up date of 5/4/24)

DEPARTMENT	COMMENTS/CONDITIONS	APPROVED BY
POLICE		M. Norton & H. Khalili
FIRE		D. Mahoney
RECREATION	Requires event insurance.	D. Mauk & M. O'Grady
PUBLIC WORKS	Event must be ADA compliant (i.e. no blocking of sidewalks).	S. Condry & J. Healy
ADMINISTRATION		D. Donery
TOWN COUNCIL		

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.4

MEETING DATE: February 13, 2024

AGENDA TITLE: Quarterly Treasurer's Investment Report, December 2023

FROM: Jeff Zuba, Finance & Admin Services Director

RECOMMENDATION: That the Town Council consider approving the Treasurer's Investment Report for the quarter ending December 31, 2023.

SUMMARY

The Treasurer's Investment Report is a quarterly itemization of the market value of Town investments. The purpose of this report is to present financial information for review and discussion.

DISCUSSION/ANALYSIS

The attached report itemizes the Town's investments and states the market value of each investment as of December 31, 2023. The Wells Fargo bank account is the Town's primary checking account used for the deposit and expenditure of operating funds. The Bank of America checking account is a controlled account used for payroll processing only.

The Town holds three investment accounts; one with Moreton Capital with funds held at U.S. Bank, one with Wells Fargo Securities with funds held at Wells Fargo, and one with RBC Capital Markets held at RBC. The investments held are allowable by the Town's investment policy.

The Town maintains two Local Agency Investment Fund accounts (LAIF) for the purpose of maximizing interest income on funds not needed for immediate expenditure. One LAIF account is for the investment of general operating funds. The other is for the remaining series 2003 Measure G bond proceeds, required by law to be maintained in a segregated account.

The Town's cash balances as of December 31, 2023, are $17,881,763 which is $2,155,975 more than the balances at this time last year.

FISCAL IMPACT
Not applicable

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: Quarterly Treasurer's Investment Report, December 31, 2023

TOWN OF SAN ANSELMO

TREASURER'S INVESTMENT REPORT
for the quarter ending December 31, 2023

INSTITUTION	TYPE OF INVESTMENT	MATURITY DATE	EFFECTIVE YIELD	MARKET VALUE OF AMOUNT ON DEPOSIT	NOTES BOOK VALUE	NOTES UNREALIZED GAIN
Wells Fargo Bank	Government Advantage Checking	None	1.65%	-		
Wells Fargo Bank	Government Sweep Account	None	5.23%	4,260,885		
Bank of America	Business Checking Account	None	0.49%	61,253		
LAIF (Local Agency Investment Fund) Operating Account	State Treasurer's Pool	None	3.81%	7,667		
LAIF (Local Agency Investment Fund) Measure G Proceeds	State Treasurer's Pool	None	3.81%	94,780		
Moreton Capital	Money Market	None	5.29%	3,309,922		
Moreton Capital	Municipal Bonds	Varies	4.60%	4,091,228		
Moreton Capital	Cerificate of Deposits	Varies	4.75%	491,221		
Moreton Capital	Treasury/Federal Agency	Varies	5.17%	1,789,228		
Wells Fargo	Treasury/Federal Agency	Varies	4.94%	996,488		
Wells Fargo	Money Market	None	5.22%	270,181		
RBC Wealth Management	Certificate of Deposits	Varies	5.00%	965,338		
RBC Wealth Management	Treasury/Federal Agency	Varies	4.78%	241,385		
RBC Wealth Management	Money Market	None	5.02%	1,302,189		
Total Investment Portfolio:				17,881,763		

I hereby verify that this report is in conformity with the Town of San Anselmo Investment Policy.

John Mahl Digitally signed by John Mahl Date: 2024.02.06 08:47:44 -08'00'

John Mahl, Town Treasurer

Jeff Zuba, Finance & Administrative Services Director

January 12, 2024
Date

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.5

MEETING DATE: 2/13/24

AGENDA TITLE: Consideration of Special Event Application - Chamber of Commerce's Sip n' Stroll Fundraiser 2024

FROM: Mattie O'Grady – Recreation Manager

RECOMMENDATION: That Council approve the application with the noted conditions for the Chamber of Commerce's Sip n' Stroll Fundraiser scheduled for Saturday, May 11th from 4:00-7:00pm.

BACKGROUND

In 2018, a group of merchants got together and held a fundraiser to start a hanging flower basket program in the downtown area. This group raised over $3,000 which paid for pole brackets, a portable watering system and twelve hanging flower baskets. The baskets were watered by a team of volunteers.

In 2019, Nancy Altman and Jeanne Imai raised funds to not only continue the hanging basket program, but to expand it from 12 to 24 baskets. The increased cost for the program was due to the increased number of baskets along with the cost of hiring an individual to manage the watering of the baskets.

With the goal to raise funds for the flower basket program while reintroducing the public to the many shops and restaurants, the Chamber of Commerce and Community Foundation would like to hold their second annual flower basket fundraiser on Saturday, May 11th from 4:00 to 7:00 pm. The main portion of the event will occur on the Town Hall Plaza, but also engages and activates the downtown landscape with participating merchant locations. Each merchant who participates will be pouring wine samples from local shops and wineries. Bites to eat from local restaurants will also be available.

Each attendee will pre-purchase a commemorative glass to Sip n' Stroll the Avenue. They will collect their wine glass in front of Town Hall. ID's will be checked, and wristbands must be worn in order to be served. Designated drivers or minors will be given a different color wristband and additional non-alcoholic beverages will be provided.

Please note that no street closure has been requested as part of this event application.

DISCUSSION/ANALYSIS

The following conditions have been communicated to the applicant:

- Applicant must obtain an ABC license and complete the ABC Assistance Form (attachment 2) to submit to CMPA.
- Applicant must follow correct protocol for Responsible Beverage Servers and submit an event diagram.
- Must provide the Town with a copy of the approved ABC license
- The town requires a Certificate of Insurance claiming the Town of San Anselmo as additional insured
- Event must be ADA compliant (i.e. no blocking of sidewalks)
- Applicant must abide by Ordinance 1136 stating that all food vendors must provide items in reusable foodware or compostable disposable foodware.

The above conditions must be met in order for the event to proceed. The attached application provides details of the event with comments and conditions from Town staff.

FISCAL IMPACT

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

GENERAL PLAN CONSISTENCY

None

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).

ATTACHMENTS

Attachment 1- Event Application
Attachment 2 – ABC Assistance form for CMPA

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: ~~Teen Battle of The Bands~~ **Sip n' Stroll for Flower Baskets**

Organization(s) presenting the event: ~~San Anselmo Arts Commission & Town of San Anselmo~~ **San Anselmo Chamber of Commerce & SA Community Foundation**

Other event sponsor(s), if any: 5/11/24

Contact Person: ~~Grace Angel & Julia Wi~~ **Nancy Ahlgren** **Phone Number:** ~~415-994-8009~~ **415-806-0339**

Address: ~~N/A~~ **18 Avenue del Norte San Anselmo** **Email:** ~~mgiangel77@gmail.com / juliawise26@gma~~ **nahlgren7@gmail.com**

Event Date(s): ~~4/28/24 (5/4 back-up)~~ **May 11, 2024**

Start and end times: ~~4:00-7:00PM~~ **4:00 - 7:00PM** **Number of attendees (estimate):** **300**

Location: Creek Park, San Anselmo

Will alcohol be served or sold?

Yes [✔] No [ ]

Brief Event Description:

This is a Spring event to raise funds for the downtown flower baskets and to introduce the public to our many shops. We anticipate 24 merchants to participate. Not more than 14 businesses will be pouring 2oz wine samples. This year we will have 4-6 winery representives pouring along with the merchants. Other merchants will be serving non-alcoholic beverages or bites to eat from local restaurants. Each attendee will purchase a commemorative glass to Sip, Stroll & Shop the Avenue. ID's will be checked, wristbands will be worn and 3 RBS servers will be at the event. Designated drivers or minors will be given a different color wristband.

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:

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 501c(3)
- 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: N. Atkinson Date: 01/19/2024

NAME OF EVENT: San Aneslmo Arts Commi DATE OF EVENT: 5/11/24

DEPARTMENT	COMMENTS/CONDITIONS	APPROVED BY
POLICE	Applicant must obtain an ABC license and complete the attached ABC Assistance Form to submit to CMPA. Applicant must follow correct protocol for Responsible Beverage Servers.	M. Norton
FIRE		D. Mahoney
RECREATION	Must provide the Town with a copy of the approved ABC license. The town requires a Certificate of Insurance claiming the Town of San Anselmo as additional insured.	D. Mauk & M. O'Grady
PUBLIC WORKS	Event must be ADA compliant (i.e. no blocking of sidewalks). Applicant must abide by Ordinance 1136 stating that all food vendors must provide items in reusable foodware or compostable disposable foodware.	S. Condry & J. Healy
ADMINISTRATION		D. Donery
TOWN COUNCIL		

Central Marin Police
California Department of Alcoholic Beverage Control (ABC)
Assistance Form

All applicants wishing to temporarily sell alcohol in the jurisdiction of the Central Marin Police Authority (CMPA), must obtain a Daily License from the California Department of Alcoholic Beverage Control (ABC). Information regarding daily licenses and applicable forms can be found at:

https://www.abc.ca.gov/licensing/license-forms/form-abc-221-instructions/

Prior to submission to ABC, the application must be approved and signed by the Chief of Police of the CMPA. CMPA will not consider, nor sign the application unless the following are completed and submitted:

- A fully completed Daily License Application (ABC-211)
  - https://www.abc.ca.gov/wp-content/uploads/forms/ABC-221.pdf
- A fully completed Supplemental Diagram (ABC-253) specifically detailing every area of the event where the sales and consumption of alcohol will occur, including how many servers and how many Responsible Beverage Service (RBS) servers will be at each serving location.
  - https://www.abc.ca.gov/wp-content/uploads/forms/ABC-253.pdf
- A completed version of this form.

Organization name: _____

Contact Person's name: _____

Contact Person's telephone number: _____

Contact person's email address: _____

1. How many people will be serving alcohol at your event? _____
2. Will all of the servers be at least 21 years of age at the time of the event?

   Yes _____ No _____

   If NO, please explain _____

3. How many servers will be RBS trained at the time of the event? _____

   Pursuant to AB 1221: At least one person must be RBS trained and certified for events occurring on or after July 1, 2022. This person must be present at the event and **actively oversee** the alcohol service for the entire duration of the event. Additionally, this person must also create and implement policies for the event that mandate and foster responsible alcoholic beverage service. ABC recommends that everyone who serves alcohol for consumption complete the certification, however it is not mandated. Local jurisdictions may have additional requirements. Refer to the website below for further information and how to get trained:

   RBS Training Program | Alcoholic Beverage Control (ca.gov)

4. Please list the names and Server ID numbers for the servers who are RBS trained (attached additional pages if necessary):

   Name: _____ RBS server ID number: _____

   Name: _____ RBS server ID number: _____

   Name: _____ RBS server ID number: _____

   Name: _____ RBS server ID number: _____

   Name: _____ RBS server ID number: _____

   Name: _____ RBS server ID number: _____

   Name: _____ RBS server ID number: _____

   Name: _____ RBS server ID number: _____

   Name: _____ RBS server ID number: _____

   Name: _____ RBS server ID number: _____

I hereby certify that this form was prepared by me or under my direct supervision, and was completed to best of my knowledge:

Signature: _____ Date: _____

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.6

MEETING DATE: February 13, 2024

AGENDA TITLE: Approve a Resolution of Acceptance for the Upper Hawthorne Canyon Property in San Anselmo and Finding the Action Categorically Exempt from CEQA under CEQA Guidelines section15061(b)(3)

FROM: David Donery, Town Manager
Megan Acevedo, Town Attorney

RECOMMENDATION: That the Town Council approve the attached resolution accepting the Upper Hawthorne Canyon property in San Anselmo (APN 005-011-60) and authorizing the Town Manager to execute all necessary documentation to complete the acceptance (Attachment 1).

BACKGROUND

The Town Council met in closed session in September, October, and November 2023 to consider a proposed memorandum of understanding ("MOU") with the Marin Open Space Trust ("MOST"). MOST proposed to acquire the Upper Hawthorne Canyon property from a private owner and to transfer the property to the Town upon the close of escrow. At the direction of the Town Council, throughout the fall, staff conducted due diligence and negotiated the terms of the MOU with MOST. On November 14, 2023, the Council authorized the Town Manager to execute the revised MOU. Under the revised MOU, in addition to funding the purchase of the property, MOST agreed to grant the Town $50,000 for stewardship of the property and to share the cost of drainage improvements up to $50,000. (Attachment 2).

After MOST signed the MOU, it continued its effort to complete fundraising for the acquisition to ensure it can close escrow by February 28, 2024. A substantial portion of the purchase price will come from the balance of Measure A open space funding. To that end, at its January 23, 2024, meeting, the Town Council authorized a donation of $202,559 to MOST for its acquisition of the Upper Hawthorne Canyon property.

DISCUSSION/ANALYSIS

In anticipation of the close of escrow, Town staff has met with MOST and worked to prepare all necessary documentation for a clean close of escrow. The attached Resolution will facilitate that process and the acceptance of the Property by authorizing the Town Manager to do all of the following:

1. Execute a Certificate of Acceptance for the Property pursuant to Government Code section 27281.
2. Execute a Deed Restriction providing that the Property will be protected and preserved for the purpose of retaining its open space, natural resource, and scenic values and condition, as required by the County of Marin in return for its $100,000 donation to MOST for acquiring the Property. (Attachment 3).
3. Execute any and all necessary documents to complete the acceptance of the Property, including but not limited to, executing an Assignment of Agreement Amendment with Marin Open Space Trust and the Mary Conversano Trust.[1] (Attachment 4).

CEQA AND CONSISTENCY WITH CLIMATE ACTION PLAN 2030

The acceptance of undeveloped land as open space is categorically exempt from the California Environmental Quality Act ("CEQA") under CEQA Guideline section 15061(b)(3) (common sense exemption) because it can be seen with certainty that there is no possibility that the Property acceptance could have a significant adverse environmental effect.

FISCAL IMPACT

Approving the attached Resolution will not have a direct fiscal impact on the Town. Staff time will be required for future maintenance of the Property as open space and funding may be needed for future drainage improvements. However, the potential stewardship costs will be offset by MOST's contribution of $50,000 and potential drainage project costs will be reduced by MOST's commitment to funding up to $50,000 toward those improvements.

Attachments:

Attachment 1 – Proposed Resolution with Exhibit
Attachment 2 – MOU
Attachment 3 – Deed Restriction for Open Space
Attachment 4 – Amended Vacant Land Purchase Agreement

[1] On August 12, 2022, MOST entered into a Vacant Land Purchase Agreement for the Property with owner Mary Conversano, Trustee of the Mary Conversano Trust with the intent to purchase the Property for $500,000, which agreement was amended on February 2, 2024, to specify that the Owner will transfer the Property to the Town for public open space use. (Attachment 4).

TOWN OF SAN ANSELMO
RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO ACCEPTING PROPERTY APN 005-011-60 "UPPER HAWTHORNE CANYON" AND DIRECTING EXECUTION OF CERTIFICATE OF ACCEPTANCE

WHEREAS, the Marin Open Space Trust ("MOST") is a California nonprofit public benefit corporation that acquires unimproved properties in Marin County, California in order to transfer property to land management agencies for the purpose of a maintaining publicly accessible open space areas in Marin County; and

WHEREAS, there exists a 9.4-acre parcel of unimproved property in the Town of San Anselmo, Assessor's Parcel Number 005-011-60, commonly known as Upper Hawthorne Canyon, more particularly described in the Preliminary Title Report with the parcel map included herein, attached hereto as Exhibit "A" (the "Property"); and

WHEREAS, the Property is located below Oak Springs Drive in San Anselmo and borders existing Open Space Preserves owned by the Town of San Anselmo ("Town"), including the 22-acre Hawthorne Canyon Open Space Preserve; and

WHEREAS, integrating the Property as open space would create 45 contiguous acres of open space area for public use; and

WHEREAS, on August 12, 2022, MOST entered into a Vacant Land Purchase Agreement ("Purchase Agreement") for the Property with owner Mary Conversano, Trustee of the Mary Conversano Trust ("Owner") with the intent to purchase the Property for $500,000, which agreement was amended on February 2, 2024 to specify that the Owner will transfer the Property to the Town for public open space use; and

WHEREAS, on November 14, 2023, MOST and the Town Council voted unanimously in closed session to approve a Memorandum of Understanding to memorialize the intent that the Town accept title to the Property subject to the Town's satisfactory due diligence investigations, by way of direct fee title deed transfer from the Owner; and

WHEREAS, the Town has performed satisfactory due diligence investigations including a Phase I Environmental Site Assessment; and

WHEREAS, escrow is scheduled to close on or about February 28, 2024 for the Property, at such time fee title will be transferred to the Town; and

WHEREAS, Government Code section 27281 requires that the Town execute and file with the Marin County Recorder's Office a Certificate of Acceptance for the Property; and

WHEREAS, the Town Council desires to accept fee title to the Property for open space purposes; and

WHEREAS, the Town Council finds that the acceptance of the Property in fee for open space purposes is categorically exempt from the California Environmental Quality Act ("CEQA") under CEQA Guideline section 15061(b)(3) (common sense exemption) because it can be seen with certainty that there is no possibility that the Property acceptance could have a significant adverse environmental effect.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO DOES HEREBY RESOLVE AS FOLLOWS:

1. The above findings are true and correct, and incorporated herein by reference.
2. The Town Council accepts the Property for open space use and the Town Manager is authorized and directed to execute a Certificate of Acceptance for the Property pursuant to Government Code section 27281.
3. The Town Council authorizes and directs the Town Manager to execute a Deed Restriction providing that the Property will be protected and preserved for the purpose of retaining its open space, natural resource, and scenic values and condition.
4. The Town Clerk shall cause this Resolution of Acceptance, the Certificate of Acceptance, the Deed for the Property and the Deed Restriction to be recorded with the Marin County Recorder's Office.
5. The Town Council authorizes and directs the Town Manager to execute any and all necessary documents to complete the acceptance of the Property, including but not limited to, executing an Assignment of Agreement Amendment with Marin Open Space Trust and the Mary Conversano Trust.

The foregoing Resolution was adopted at the regular meeting of the San Anselmo Town Council held on February 13, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Eileen Burke, Mayor

ATTEST:

_____
Serge Avila, Town Clerk

Exhibit A

Preliminary Title Report with Parcel Map

Fidelity National Title
10969 Trade Center Drive, Suite 107, Rancho Cordova, CA 95670

Title Report

Conservation Land Group, LLC
90 Throckmorton Ave #18
Mill Valley, CA 94941
Attn: Raymond Kevin Knowles

Escrow Officer: Donna DiBasilio
Email: donnad@fnf.com
File No.: FMNA-6012200992-JV
Escrow No.: FMNA-6012200992 -DD

Property Address: 005-011-60, San Anselmo, CA

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LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

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Fidelity National Title Company

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein, ***Fidelity National Title Company*** *hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Countersigned By:

Authorized Officer or Agent

Attest:

Marjorie Nemzura, Secretary

Visit Us on our Website: www.fntic.com

Fidelity National Title Company

ISSUING OFFICE: 10969 Trade Center Drive, Suite 107, Rancho Cordova, CA 95670

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company
770 Tamalpais Drive, #206 • Corte Madera, CA 94925
(415)925-0130 • FAX

Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference

PRELIMINARY REPORT

Amendment C

Title Officer: Jeff VanValer
Email: jvanvaler@fnf.com
Title No.: FMNA-6012200992-JV

Escrow Officer: Donna DiBasilio
Email: donnad@fnf.com
Escrow No.: FMNA-6012200992 -DD

TO: Conservation Land Group, LLC
90 Throckmorton Ave #18
Mill Valley, CA 94941
Attn: Raymond Kevin Knowles

PROPERTY ADDRESS(ES): 005-011-60, San Anselmo, CA

EFFECTIVE DATE: January 23, 2024 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

ALTA Homeowner's Policy of Title Insurance 2021

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Mary Conversano, Trustee Of The Mary Conversano Trust Udt Restated September 8, 2017

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 005-011-60

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE TOWN OF SAN ANSELMO, COUNTY OF MARIN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED FROM THOMAS T. KENT TO JOHN DIAS RECORDED JANUARY 9, 1928, IN BOOK 137 OF OFFICIAL RECORDS, AT PAGE 318, MARIN COUNTY RECORDS, AND RUNNING; THENCE ALONG THE WESTERLY LINE OF SAID DIAS PROPERTY SOUTH 0° 18' WEST, 221.52 FEET; THENCE LEAVING SAID DIAS LINE AND RUNNING NORTH 86° 27' WEST, 189.77 FEET, NORTH 87° 02' WEST, 229.74 FEET, NORTH 87° 57' WEST, 196.09 FEET, AND SOUTH 82° 07' WEST, 858.61 FEET TO THE WESTERLY BOUNDARY LINE OF THE TRAXLER RANCH; THENCE ALONG SAID RANCH LINE NORTH 15° 24' WEST, 2016 FEET TO THE NORTHWESTERLY CORNER OF SAID TRAXLER RANCH; THENCE ALONG (ME DIVIDING LINE BETWEEN SAID TRAXLER RANCH AND THE SLEEPY HOLLOW RANCH SOUTH 89° 15' EAST, 1638.08 FEET TO THE WESTERLY LINE OF THE JOHN DE MARTINI PROPERTY AS DESCRIBED IN BOOK 66 OF OFFICIAL RECORDS, AT PAGE 177, MARIN COUNTY RECORDS: THENCE ALONG THE BOUNDARY LINE OF SAID DE MARTINI PROPERTY SOUTH, 369.78 FEET TO THE EASTERLY LINE OF A 40 FOOT ROADWAY; THENCE CONTINUING ALONG SAID ROAD LINE SOUTH 65° 06' EAST, 118.28 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE RADIUS IS 160.64 FEET, DISTANCE 195.01 FEET; THENCE ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 85° 32' EAST AND WHOSE RADIUS IS 80 FEET DISTANCE 156.34 FEET; THENCE NORTH 86° 48' EAST, 456.90 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 3° 12' EAST AND WHOSE RADIUS IS 220 FEET DISTANCE 146.01 FEET; THENCE SOUTH 55° 10' EAST,70.47 FEET; THENCE SOUTH 49° 08' EAST, 121.26 FEET; THENCE SOUTH 4° 38' EAST, 41.70 FEET; THENCE LEAVING THE DE MARTINI BOUNDARY AND CONTINUING ALONG THE SAID ROAD LINE SOUTH 47° 02' WEST, 166.77 FEET; THENCE SOUTH 10° 02' WEST, 326.22 FEET; THENCE SOUTH 10° 01' WEST, 36.05 FEET; THENCE ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 7° 59' EAST AND WHOSE RADIUS IS 50 FEET DISTANCE 59.33 FEET; THENCE SOUTH 57° 58' EAST, 30.87 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 32° 02' WEST AND WHOSE RADIUS IS 70 FEET DISTANCE 106.15 FEET; THENCE SOUTH 28° 55' WEST, 17.88 FEET; THENCE ON A CURVE TO THE LEFT WHOSE CENTER BEARS. SOUTH 61° 05' EAST AND WHOSE RADIUS IS 50 FEET DISTANCE 54.88 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 55° 02' WEST AND WHOSE RADIUS IS 100 FEET DISTANCE 256.97 FEET; THENCE NORTH 66° 44' WEST, 178.01 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFORESAID PROPERTY; THENCE LEAVING SAID ROAD LINE AND RUNNING ALONG THE NORTHERLY LINE OF SAID DIAS PROPERTY NORTH 89° 42' WEST, 260.07 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AND THEREOUT THE PORTION DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTHWESTERLY CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED FROM THOMAS T. KENT TO JOHN DIAS DATED DECEMBER 12, 1927 AND RECORDED JANUARY 9, 1926 IN BOOK 137 OF OFFICIAL RECORDS, AT PAGE 318, MARIN COUNTY RECORDS: AND RUNNING; THENCE ALONG THE WESTERLY LINE OF SAID DIAS PROPERTY SOUTH 0° 181 WEST, 221.52 FEET; THENCE LEAVING SAID DIAS LINE AND RUNNING NORTH 86° 27' WEST, 189.77 FEET, NORTH 87° 02' WEST, 229.74 FEET, NORTH 87° 57' WEST 92.58 FEET, NORTH 39° 11' WEST 119.42 FEET, NORTH 52° 00' 36" WEST 182.67 FEET, NORTH 39° 12' 30" WEST, 142.39 FEET, NORTH 7° 20' WEST, 72,28 FEET, NORTH 13° 46' 30" EAST, 57.32 FEET, NORTH 31° 10' EAST, 199.20 FEET, NORTH 8° 30' EAST, 85.08 FEET, NORTH 22° WEST, 88.49 FEET, NORTH 28° 28' 30" WEST, 203.17 FEET, NORTH 72° 03' 30" EAST, 235.46 FEET, NORTH 42° 27' 30" EAST, 112.76 FEET, NORTH 82° 59' EAST, 89.10 FEET, SOUTH 80° 56' EAST, 296.37 FEET, NORTH 86° 18' EAST, 98.59 FEET, NORTH 3° 12' WEST, 40 FEET TO A POINT IN THE SOUTHERLY LINE OF THE JOHN DE MARTINI PROPERTY AS DESCRIBED IN BOOK 66 OF OFFICIAL RECORDS, AT PAGE 177, MARIN COUNTY RECORDS; WHICH POINT IS ALSO IN THE NORTHERLY LINE OF A 40 FOOT ROADWAY; THENCE ALONG SAID LINE NORTH 86° 48' EAST, 456.90 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 3° 12' EAST AND WHOSE RADIUS IS 220 FEET

EXHIBIT "A"

Legal Description
(continued)

DISTANCE 146.01 FEET; THENCE SOUTH 55° 10' EAST 70.47 FEET; THENCE SOUTH 49° 08' EAST, 121.26 FEET; THENCE SOUTH 4° 38' EAST, 41.70 FEET; THENCE LEAVING THE DE MARTINI BOUNDARY AND CONTINUING ALONG THE SAID ROAD LINE SOUTH 47° 021 WEST, 166.77 FEET; THENCE SOUTH 10° 02' WEST, 326.22 FEET; THENCE SOUTH 10° 01' WEST, 36.05 FEET; THENCE ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 79° 59' EAST AND WHOSE RADIUS IS 50 FEET DISTANCE 59.33 FEET; THENCE SOUTH 57° 58' EAST, 30.87 FEET; THENCE ON A CURVE TO THE RIGHT, WHOSE CENTER BEARS SOUTH 32° 02' WEST AND WHOSE RADIUS IS 70 FEET DISTANCE 106.15 FEET; THENCE SOUTH 28° 55' WEST, 17.88 FEET; THENCE ON A CURVE TO THE LEFT WHOSE CENTER BEARS SOUTH 61° 05' EAST AND WHOSE RADIUS IS 50 FEET DISTANCE 54.88 FEET; THENCE ON A CURVE TO THE RIGHT WHOSE CENTER BEARS SOUTH 56° 02' WEST AND WHOSE RADIUS IS 100 FEET DISTANCE 256.97 FEET; THENCE NORTH 66° 44' WEST, 178.01 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFORESAID DIAS PROPERTY; THENCE LEAVING SAID ROAD LINE AND RUNNING ALONG THE NORTHERLY LINE OF SAID DIAS PROPERTY NORTH 89° 42' WEST, 260.07 FEET TO THE POINT OF BEGINNING.
ALSO EXCEPTING THEREFROM THE PROPERTY DESCRIBED IN THE DEED FROM GEORGE M. OHLEMUTZ, ET UX TO GEORGE W. LASTER, ET UX, RECORDED JUNE 10, 1953 IN BOOK 810 OF OFFICIAL RECORDS, AT PAGE 276.

ALSO EXCEPTING THEREFROM THAT PORTION INCLUDED WITHIN THE BOUNDARIES OF THE FOLLOWING MAPS ENTITLED:

"OAK SPRINGS, UNIT TWO", FILED JUNE 21, 1956 IN BOOK 9 OF MAPS, PAGE 39 MARIN COUNTY RECORDS.
"OAK SPRINGS, UNIT THREE" FILED NOVEMBER 25, 1960 IN BOOK 10 OF MAPS, PAGE 90 MARIN COUNTY RECORDS.
"OAK SPRINGS UNIT FOUR" FILED JUNE 11, 1962 IN BOOK 11 OF MAPS, PAGE 21, MARIN COUNTY RECORDS.
"OAK SPRINGS UNIT FIVE" FILED AUGUST 17, 1964 IN BOOK 12 OF MAPS, PAGE 89 MARIN COUNTY RECORDS.
"WOODLAND PARK, UNIT THREE" FILED DECEMBER 9, 1960 IN BOOK 10 OF MAPS, PAGE 92 MARIN COUNTY RECORDS.

ALSO EXCEPTING THAT PORTION CONVEYED IN GRANT DEED FROM LASTER AND COMPANY, A PARTNERSHIP TO OAK SPRINGS OF MARIN, A CORPORATION RECORDED FEBRUARY 27, 1962 IN BOOK 1545 PAGE 115 OFFICIAL RECORDS.

ALSO EXCEPTING THAT PORTION CONVEYED IN DEED FROM LASTER AND COMPANY, A LIMITED PARTNERSHIP TO NORMAN H. LITT ET UX RECORDED AUGUST 2, 1974 IN BOOK 2818, PAGE 635 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED IN DEED FROM LASTER AND COMPANY A LIMITED PARTNERSHIP TO ROBERT L. THURMOND, ET UX, RECORDED AUGUST 5, 1970 IN BOOK 2392 PAGE 635 OFFICIAL RECORDS.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.

2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area:	007-000
Tax Identification No.:	005-011-60
Fiscal Year:	2023-2024
1st Installment:	$4,592.13 Paid
2nd Installment:	$4,592.13 Open
Exemption:	$0.00
Land:	$653,424.00
Improvements:	$0.00
Personal Property:	$0.00
Bill No.:	23-1150092

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

4. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

   Any possible charges or assessments for water bills, public utilities, code enforcement and sanitary bills which may exist, but have not yet been recorded and/or filed.

5. Said land is located within the boundaries of the Energy Independence Program Assessment District in accordance with Section 5898.22 of Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code, as shown on a map recorded

Recording Date:	August 24, 2015
Recording No:	2015-0041880, of Official Records

6. Water rights, claims or title to water, whether or not disclosed by the public records.

EXCEPTIONS
(continued)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

   Purpose: roadway and public utilities and incidental purposes
   Recording Date: January 8, 1971
   Recording No.: Book 2429 Page 70 Official Records

8. Matters contained in that certain document

   Entitled: Drainage Easement Agreement
   Recording Date: October 28, 2002
   Recording No.: 2002-0096166 Official Records

   Reference is hereby made to said document for full particulars.

9. Matters contained in that certain document

   Entitled: Easement Agreement
   Dated: March 20, 2019
   Recording Date: April 1, 2019
   Recording No.: 2019-0010496 Official Records

   Reference is hereby made to said document for full particulars.

10. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

    If title is to be insured in the trustee(s) of a trust, (or if their act is to be insured), this Company will require a Trust Certification pursuant to California Probate Code Section 18100.5.

    The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

11. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

EXCEPTIONS
(continued)

12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Town of San Anselmo, a municipal corporation

a) A Copy of the corporation By-laws and Articles of Incorporation

b) An original or certified copy of a resolution authorizing the transaction contemplated herein

c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent

d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

END OF EXCEPTIONS

NOTES

Note 1. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note 2. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

Note 3. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: Town of San Anselmo, a municipal corporation

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.

Note 4. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

Note 5. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note 6. If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 7. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

NOTES
(continued)

Note 8. The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies

A. 2006 ALTA Owner's Policy (06-17-06).

6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

B. 2006 ALTA Loan Policy (06-17-06).

8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).

10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

E. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).

7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.

8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

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Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Inquiry Website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

   (c) resulting in no loss or damage to the insured claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

ATTACHMENT ONE
(CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE OWNER'S POLICY (02-04-22)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
   Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7 Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(*Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here*)

ATTACHMENT ONE
(CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, or regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by You;
   b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
   c. resulting in no loss or damage to You;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
   e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
   a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
   b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.

   Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.

   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
   b. in streets, alleys, or waterways that touch the Land.

   This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

ATTACHMENT ONE
(CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
   i. the occupancy, use, or enjoyment of the Land;
   ii. the character, dimensions, or location of any improvement on the Land;
   iii. the subdivision of land; or
   iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE
(CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies	**Underwritten by FNF Underwriters**
CTC - Chicago Title Company	CTIC - Chicago Title Insurance Company
CLTC - Commonwealth Land Title Company	CLTIC - Commonwealth Land Title Insurance Company
FNTC - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
FNTCCA - Fidelity National Title Company of California	FNTIC - Fidelity National Title Insurance Company
TICOR - Ticor Title Company of California	CTIC - Chicago Title Insurance Company
LTC - Lawyer's Title Company	CLTIC - Commonwealth Land Title Insurance Company
SLTC - ServiceLink Title Company	CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)
On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

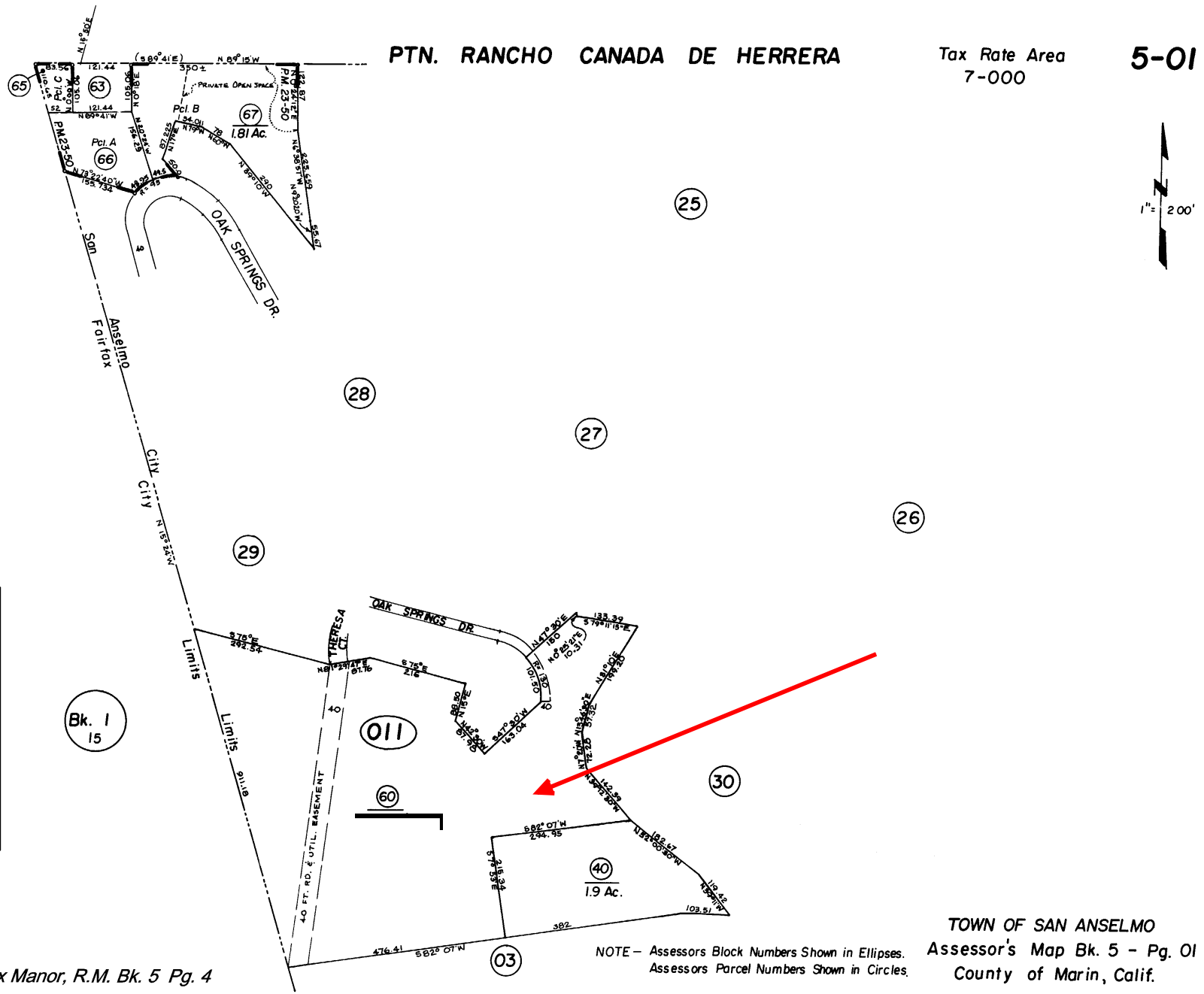
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

7/24/2009 LKD

CHANGES

BLK	PRIOR APN	NEW APN	YR	AUTH

MAP PAGE UPDATE



Amended Map of Fairfax Manor, R.M. Bk. 5 Pg. 4

NOTE – Assessors Block Numbers Shown in Ellipses.
Assessors Parcel Numbers Shown in Circles.

TOWN OF SAN ANSELMO
Assessor's Map Bk. 5 – Pg. 01
County of Marin, Calif.

BOARD MEMBERS

Bill Long, Chair
Elizabeth Byers, Vice Chair
Ann Thomas, Secretary/Treasurer
Ralph Mihan, Legal Consultant
Joyce Applen
Jonathan Braun
Don Dickenson
Steve Petterle

MOST

Marin Open Space Trust

ADVISORS

Al Boro
Barry Spitz
Bill Monnet
Dan Rheiner
Dennis Scremin
Douglas Ferguson
Fran Brigmann
Fred Kanter
David Hansen
Jared Huffman
Jeanne Macleamy
John Leonard
Kate Powers
Liza Crosse
L. Martin Griffin
Leon Huntting
Linda Novy
Michael Dybeck
Mimi Newton
Nona Dennis
Patrick Macleamy
Patty Garbarino
Susan Stompe
Barbara Salzman
Tamra Peters
Mike Swezy
Nelson Lee
Barbara Coler
David Moller

November 10, 2023

Honorable San Anselmo Town Council
525 San Anselmo Avenue
San Anselmo, CA 94960

Honorable Mayor and Councilmembers,

To assist with your discussion regarding the pending Upper Hawthorne MOU agreement, MOST would like to offer a revised proposal and additional details regarding the finances for the project which you have been considering.

As you are aware, the MOU provides that MOST will fund the $500,000 purchase price. In addition, MOST will grant to the Town $50,000 for stewardship at close of escrow.

For the Town's documented costs for installation of drainage improvements, MOST also agrees to share 50% of expenses. MOST's contribution to these improvements will not exceed $50,000. The total cash donation to the Town for stewardship and drainage would be a maximum of $100,000. MOST's share of drainage improvement expenses would be determined within one year of closing.

Also the San Anselmo Open Space Committee will be considering a proposal to provide additional funding towards drainage improvements if needed.

To date, MOST has made a significant commitment to this project and expended approximately $17,000 on project costs including: appraisal, legal, geotechnical report and consultation, escrow deposit, and fundraising costs. MOST anticipates additional costs to bring this project to a close; our total expense budget is $25,000.

There is a critical milestone on November 15. MOST has a contractual obligation to release $15,000 to the seller on that date. These funds are nonrefundable. It is essential for the Council to provide MOST direction on the MOU by the 15th to inform our decision to proceed with the purchase contract or not.

Moving forward, MOST will have the formidable task of completing fundraising for the $625,000 in a very short timeframe. We are confident, however, that we will be successful in raising the necessary funds by the February 15, 2024 closing deadline.

We look forward to your decision by November 15.

Sincerely,

Bill Long
Board Chair

WWW.MARINOPENSPACETRUST.ORG
415-884-2270
P.O. BOX 4133
SAN RAFAEL, CA 94913

SAVING MARIN OPEN SPACE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the Marin Open Space Trust, a California nonprofit public benefit corporation ("MOST") and the Town of San Anselmo, a California municipality ("Town"). MOST and the Town together may be referred to in this MOU as the "Parties" and individually as a "Party."

RECITALS

A. The Parties are working together to achieve a common conservation goal—the permanent protection of a 9.4 acre unimproved property in the Town of San Anselmo, California, Assessor Parcel Number 005-011-60, commonly known as Upper Hawthorne Canyon (the "Property").

B. MOST is a local land trust based in Marin County, California, and acquires and transfers open space properties in Marin County to land management agencies and also holds conservation easements on selected lands. MOST was formed pursuant to Section 501(c)(3) of the Internal Revenue Code.

C. MOST has entered into a Vacant Land Purchase Agreement (the "Purchase Agreement") dated August 3, 2022 with the owner of the Property, Mary Conversano, Trustee of the Mary Conversano Trust UDT 9-8-2017 (the "Owner").

D. MOST intends to raise the funds for the purchase of the Property and to convey, or cause to be conveyed, the Property to the Town and the Town intends to accept title to the Property subject to the Town's satisfaction with its due diligence investigations. The Parties envision that the Property will be protected in perpetuity as public open space accessible to all, and integrated into the surrounding protected properties. It is intended that the Town will manage the Property as an open space preserve.

E. The purpose of the MOU is to memorialize the intent of the Parties to transfer title to the Property to the Town.

UNDERSTANDINGS

1. Project Structure. Under the Purchase Agreement MOST has until November 15, 2023 to investigate the Property. If MOST elects to purchase the Property, close of escrow must take place by February 28, 2024. The purchase price for the Property is Five Hundred Thousand Dollars ($500,000.00). MOST accepts all responsibility for raising the funds to purchase the Property. The Town agrees to carry out all of the due diligence for the purchase of the Property. The Town will notify MOST by no later than November 15, 2023 whether the Town is satisfied with its due diligence investigations. If the Town is satisfied with the due diligence investigations, MOST will waive the due diligence contingency under the Purchase Agreement, pay the increased deposit to the Owner and proceed towards closing the purchase. If the Town notifies MOST that the Town is not satisfied with the due diligence investigations, and any defects are incapable of being cured, the Town will not be obligated to accept title to the Property, and MOST will be under no obligation to purchase the Property. If MOST and the Town elect to proceed, the Town will accept the Property from MOST by way of a direct deed from Owner. Town acknowledges that MOST has no intention of entering, and will not be obligated to enter, the chain of title to the Property.

2. Expenses. Each Party shall be responsible for all of its costs and expenses associated with pursuing the Project, including its legal counsel, and including without limitation the performance of its obligations under this MOU. The Town will pay for the cost of a Phase 1 Environmental Site Assessment and the cost of a title policy. Escrow and closing expenses shall be shared by the parties. MOST will donate $50,000 to the Town at close of escrow to assist with the Town's stewardship expenses of the property.

3. Due Diligence Materials. MOST shall make available to the Town all relevant and necessary documents pertaining to the Property, including, but not limited to, surveys, engineering studies, cost estimates, and environmental documents provided by Owner or procured independently by MOST.

4. Media and public relations. MOST will coordinate the release of information to third parties or the public at large concerning the Project. After the close of escrow, the Town will permit MOST to post as sign of mutually agreeable design acknowledging MOST's donation of the property.

5. Confidentiality. Discussions between the Parties and terms of this MOU are confidential. Each Party agrees not to disclose information related to these subjects to a third party unless approved in writing by the other Party or as necessary for each Party to perform its obligations under this MOU. This section does not apply to information that is in the public domain.

6. Term and Termination. The term of this MOU shall commence on the date that the MOU is signed by both parties. Prior to the time that MOST has obligated itself to purchase the Property under the terms of the Purchase Agreement, either Party may terminate this MOU at any time without any obligation or liability to the other party. Such notice of termination shall be given in writing prior to waving of contingencies..

7. No Assignment. Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.

8. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

MARIN OPEN SPACE TRUST

By: _____
Bill Long, Chair of the Board of Directors

Date: 11/14/2023

TOWN OF SAN ANSELMO

By: _____

Date: 11-14-23

10/19/23

RECORDING REQUESTED BY:
COUNTY OF MARIN

WHEN RECORDED MAIL TO:
County of Marin
Real Estate Division,
Department of Public Works
P.O. Box 4186, Civic Center Branch
San Rafael, CA 94913-4186
Attn: Alexi Dicker

Fidelity National Title Escrow No.:
FMNA-6012101250-DD
APN: 005-011-60

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, _____, (hereinafter referred to as "OWNER(s)" is/are recorded owner(s) of the real property known as Upper Hawthorne Canyon, San Anselmo, County of Marin, California, further identified as APN: 005-011-60, more particularly described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the COUNTY OF MARIN, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") created and adopted Ordinance 3760 known as the Marin Parks, Open Space, and Sustainable Agriculture Transactions and Use Tax Ordinance (also known and hereinafter referred to as "Measure A"); and

III. WHEREAS, Measure A is the primary source of the funding for the Land Preservation and Park Access Program, which is fully described in Marin County Ordinance 3760; and

IV. WHEREAS, OWNER(s) applied for grant funds available pursuant to Measure A for public land preservation on the Property; and

V. WHEREAS, on ____date_____, COUNTY approved the use of Measure A funds in the amount of $_____ , (hereinafter referred to as "Grant") for the purposes of preservation and public open space land, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

VI. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Marin County Natural Land Preservation and Park Access Program and the funds that are the subject of the Grant could therefore not have been granted; and

VII. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by COUNTY, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with COUNTY that the condition of the grant (set forth at paragraph(s) 1 through 6 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest in perpetuity.

2. USE. The property shall be protected and preserved for the purpose of retaining its open space, natural resource, and scenic values and condition.

3. TAXES AND ASSESMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statue. Furthermore, this Deed Restriction shall be deemed to

constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statue, which survives a sale of tax-deeded property.

4. RIGHT OF ENTRY. COUNTY or its agent or employees may enter onto the Property at reasonable times to ascertain whether the use restrictions set forth above are being observed.

5. REMEDIES. Any act, conveyance, contract, or authorization by OWNER(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. COUNTY may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of COUNTY to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

6. INDEMNIFICATION. OWNER agrees to indemnify, defend, and hold COUNTY, its employees, officers, and/or agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged on account of, arising out of, or in any way related to the Property regardless of cause, unless caused by the negligence or willful misconduct of County while on the Property.

7. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

SIGNATURE PAGE TO FOLLOW

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____ Signed: _____

_____ _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA ASSOCIATION OF REALTORS®

ASSIGNMENT OF AGREEMENT AMENDMENT

(C.A.R. Form AOAA, Revised 6/23)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____, dated *08/03/2022* ("Agreement"), on property known as *Oak Springs Drive, San Anselmo, CA 94960* ("Property"), between *Marin Open Space Trust* ("Buyer") and *Mary Conversano Trust* ("Seller"). Buyer and Seller are referred to as the "Parties."

In consideration, of the covenants contained herein, Buyer hereby assigns to assignee and assignee accepts the assignment, subject to Seller's consent if required by the Agreement, of all or a partial interest of Buyer's right, title, and interest under the Agreement, including without limitation, the right, title, and interest in any deposit or down payment upon the following terms and conditions:

1. **Partial or Total Assignment:**
   - **A.** ☐ **Partial Assignment (Adding a buyer):** Buyer is adding the Assignee(s) named below to the Agreement and granting to such Assignee(s) a partial interest in the Agreement.
   - **OR B.** ☒ **Total Assignment (New buyer(s) replaces all original Buyers):** Buyer is assigning all of Buyer's interest in the Agreement to the Assignee(s) named below.
   - **OR C.** ☐ **Other Assignment (Replacing a Buyer and at least one original Buyer remaining; or Deleting a Buyer):** _____ (buyer(s) being removed) is assigning all of that buyer(s) interest in the Agreement to the new or remaining buyer(s) (Assignee(s)) named below.
   - **D. Assignee(s) Names:** *Town of San Anselmo* _____.
   - **E.** ☐ Assignee is Buyer's own trust or a wholly-owned entity of Buyer.
2. **Prior Documents**: Assignee shall initial the first page of each document and Deliver to Seller all of the transaction documents previously approved by Buyer including, but not limited to, all contract documents, inspection reports, pamphlets, advisories, and disclosures ("Prior Documents") within the time specified below. Unless Otherwise Agreed, Assignee acknowledges that all time frames in the Agreement remain the same and no additional time shall be provided for any matter including, but not limited to, investigation, review of documents, or Close Of Escrow.
   - **A. DELIVERY OF PRIOR DOCUMENTS:**
     - (1) **Prior Documents already delivered to Assignee:** Assignee acknowledges that Buyer has already provided Assignee all Prior Documents.
     - OR (2) ☒ **Prior Documents not yet delivered to Assignee:** Seller shall Deliver to Buyer and Assignee a seller-signed copy of this Assignment of Agreement Addendum ("Assignment"). Upon receipt of the seller-signed Assignment, Buyer shall immediately Deliver to Assignee all Prior Documents.
   - **B. PREQUALIFICATION OR PREAPPROVAL OF ASSIGNEES:** Assignee has been prequalified or preapproved by Buyer's lender as per the Agreement and a copy is attached. This requirement applies even if **1E** is checked.
   - **C. TIME TO RETURN ASSIGNEE-INITIALED PRIOR DOCUMENTS:**
     - (1) Initialed copies of all Prior Documents are attached to this Assignment.
     - OR (2) ☒ Assignee shall Deliver initialed copies of all Prior Documents to Seller within **3 (or** *14* **) Days** after Seller Delivers to Assignee a Signed Copy of this Assignment.
     - (3) If **1E** is checked, Delivery and Return of Prior Documents is not required because Assignee is Buyer's own trust or a wholly-owned entity of Buyer.
   - **D. EFFECT OF FAILURE TO RETURN OR ATTACH DOCUMENTS:** Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Assignment and the Assignment shall have no further force and effect:
     - (1) **Prior Documents:** If Assignee does not Deliver to Seller all Prior Documents within the time specified in **2C**.
     - (2) **Prequalification or preapproval:** If Assignee does not attach same prequalification or preapproval from Buyer's lender as required by Buyer.
3. **Consideration for Assignment:**
   - **A.** ☐ Buyer has received or will receive consideration from Assignee in the amount of $_____ (or ☐ _____).
   - **B.** ☒ Buyer has not received and will not receive any monetary consideration from Assignee for this Assignment.
4. Assignee represents for the benefit of Seller that Assignee ratifies and approves as Assignee's own acts all prior approvals and acts of Buyer pursuant to the Agreement up to and including the date of this Assignment.
5. Assignee assumes and agrees to perform and observe all of the obligations and covenants of Buyer in the Agreement to be performed after the date of this Assignment.
6. Buyer acknowledges and agrees that, notwithstanding Seller's agreement to this Assignment, Buyer is not released from any obligations or covenants under the Agreement.
7. Other terms: _____

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8. Without releasing Buyer from any obligations or covenants under the Agreement and preserving all rights and remedies under the Agreement, in consideration of the covenants contained herein, Seller consents to the foregoing Assignment.
9. The parties acknowledge and agree that they have been advised to review this Assignment with a qualified California real estate attorney and/or accountant prior to signing this Assignment. The Brokers and agents make no representation as to the propriety, adequacy, legality or tax consequences of this Assignment.

By signing below, Buyer assigns the Agreement to Assignee, and Assignee accepts the assignment from Buyer, and Buyer and Assignee, acknowledge that each has read, understands, received a copy of and agrees to the terms of this Assignment of Agreement Amendment.

DocuSigned by: William Long BBA413EEECDC448...

2/2/2024

Buyer ***Marin Open Space Trust*** **Date**

Buyer **Date**

☒ **ENTITY ASSIGNEE: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Assignees is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or ☐ Other: _____.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to Seller and Escrow Holder, within **3 Days** of signing, evidence of authority to act in that capacity.

(3) The name(s) of the Legally Authorized Signer(s) is: ***David Donery*** _____.

(4) If a trust, identify Assignee as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #:

_____

_____.

ASSIGNEE SIGNATURE(S):

(Signature) By, _____ Date: _____

Printed name of ASSIGNEE: ***Town of San Anselmo***

☒ Printed Name of Legally Authorized Signer: ***David Donery*** Title, if applicable: ***Town Manager***

(Signature) By, _____ Date: _____

Printed name of ASSIGNEE: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable: _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA)

By signing below, Seller consents to the assignment and acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Assignment of Agreement Amendment.

DocuSigned by: Mary Conversano 3CAB425874CC48A...

2/2/2024

Seller ***Mary Conversano Trust*** Date

Seller Date

ASSIGNMENT **NOT** ACCEPTED: _____/_____. This assignment was **NOT** accepted by Seller on _____ (date).
Seller Initials

Seller's right to disapprove an assignment, if applicable, is established in the Agreement.

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CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/21)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(j), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE SECOND PAGE.**

DocuSigned by: William Long BBA413EEECDC448...

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant — Marin Open Space Trust — Date 8/4/2022

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant — Date

Agent DocuSigned by: Kevin Knowles B69F02F8020D40F... — Conservation Land Group, Inc. — DRE Lic. # 01277136

Real Estate Broker (Firm)

By — Raymond Kevin Knowles — DRE Lic. # 00969009 — Date 8/3/2022

(Salesperson or Broker-Associate, if any)

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EQUAL HOUSING OPPORTUNITY

Conservation Land Group, Inc, 90 THROCKMORTON AVE STE 18 Mill Valley, CA 94941-1309 Phone: (415)806-3994 Fax
Raymond Knowles
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com
Conversano

CIVIL CODE SECTIONS 2079.13 – 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.
2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.
2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.
2079.16 Reproduced on Page 1 of this AD form.
2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.
CONFIRMATION: **(c)** The confirmation required by subdivisions (a) and (b) shall be in the following form:

Seller's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE. SAMPLE ONLY License Number
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE. SAMPLE ONLY License Number
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE. SAMPLE ONLY License Number
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☐ both the Buyer's and Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.
2079.18 (Repealed pursuant to AB-1289)
2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.
2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.
2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.
2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.
2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.
2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 6/22)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§ 12900-12996,12955; 2 California Code of Regulations ("CCR") §§ 12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") § 51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§ 12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: § 504 of Rehabilitation Act of 1973 29 U.S.C. § 794; Ralph Civil Rights Act CC § 51.7.; California Disabled Persons Act; CC §§ 54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership in, certain classes or categories, such as the following, is prohibited. Other classes, categories or restrictions may also apply.

Race	Color	Ancestry	National Origin	Religion
Age	Sex, Sexual Orientation	Gender, Gender Identity, Gender expression	Marital Status	Familial Status (family with a child or children under 18)
Citizenship	Immigration Status	Primary Language	Military/Veteran Status	Source of Income (e.g., Section 8 Voucher)
Medical Condition	Disability (Mental & Physical)	Genetic Information	Criminal History (non-relevant convictions)	Any arbitrary characteristic

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") § 10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation § 2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC § 10177(l)(1); 10 CCR § 2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
   - Appraisers
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper-level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheelchair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://www.dfeh.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant William Long — Marin Open Space Trust — Date 8/4/2022
Buyer/Tenant BBA413EEECDC448... — Date
Seller/Landlord Mary Conversano — Mary Conversano Trust — Date 8/9/2022
Seller/Landlord — Date

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CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/21)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Mary Conversano — Mary Conversano Trust — Date 8/9/2022

Seller DocuSigned by: — Date

Buyer William Long — Marin Open Space Trust — Date 8/4/2022

Buyer BBA413EEECDC448... — Date

Buyer's Brokerage Firm Conservation Land Group, Inc. — DRE Lic # 01277136 — Date

By DocuSigned by: Kevin Knowles — DRE Lic # 00969009 — Date 8/3/2022

Raymond Kevin Knowles

Seller's Brokerage Firm Holmes Burrell — DRE Lic # 01935507 — Date 8/10/2022

By — DRE Lic # 01393086 — Date

Arundell Burrell

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WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/21)

Property Address: *Theresa Dr , San Anselmo, CA 94960* ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks.

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant William Long BBA413EEECDC448... *Marin Open Space Trust* Date 8/4/2022

Buyer/Tenant _____ Date _____

Seller/Landlord Mary Conversano *Mary Conversano Trust* Date 8/9/2022

Seller/Landlord _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. FORM VLPA, Revised 6/22)

Date Prepared: August 3, 2022

1. **OFFER:**
   A. **THIS IS AN OFFER FROM** Marin Open Space Trust ("Buyer").
   ☐ Individual(s), ☒ A Corporation, ☐ A Partnership, ☐ An LLC, ☐ An LLP, or ☐ Other _____.
   B. **THE PROPERTY** to be acquired is Theresa Dr, situated in San Anselmo (City), Marin (County), California, 94960 (Zip Code), Assessor's Parcel No(s). 005-011-60 ("Property").
   Further Described As +/- 9.6 acres aka Upper Hawthorne Canyon.
   (Postal/Mailing address may be different from city jurisdiction. Buyer is advised to investigate.)
   C. **THE TERMS OF THE PURCHASE ARE SPECIFIED BELOW AND ON THE FOLLOWING PAGES.**
   D. Buyer and Seller are referred to herein as the "Parties." Brokers and Agents are **not** Parties to this Agreement.
2. **AGENCY:**
   A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD) if represented by a real estate licensee. Buyer's Agent is not legally required to give to Seller's Agent the AD form Signed by Buyer. Seller's Agent is not legally obligated to give to Buyer's Agent the AD form Signed by Seller.
   B. **CONFIRMATION:** The following agency relationships are here confirmed for this transaction.
   Seller's Brokerage Firm Holmes Burrell License Number _____
   Is the broker of (check one): ☒ the Seller; or ☐ both the Buyer and Seller (Dual Agent).
   Seller's Agent Arundell Burrell License Number _____
   Is (check one): ☒ the Seller's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
   Buyer's Brokerage Firm Conservation Land Group, Inc. License Number 01277136
   Is the broker of (check one): ☒ the Buyer; or ☐ both the Buyer and Seller (Dual Agent).
   Buyer's Agent Raymond Kevin Knowles License Number 00969009
   Is (check one): ☒ the Buyer's Agent (Salesperson or broker associate); or ☐ both the Buyer's and Seller's Agent (Dual Agent).
   C. ☐ More than one Brokerage represents ☐ Seller, ☐ Buyer. See, Additional Broker Acknowledgement (C.A.R. Form ABA).
   D. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).
3. **TERMS OF PURCHASE AND ALLOCATION OF COSTS:** The items in this paragraph are contractual terms of the Agreement. Referenced paragraphs provide further explanation. This form is 16 pages. The Parties are advised to read all 16 pages.

	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
A	5, 5B	**Purchase Price**	$ 500,000.00	☒ All Cash
B		**Close of Escrow (COE)**	☒ 360 Days after Acceptance OR on ☐ _____ (date) (mm/dd/yyyy)	
C	39A	**Expiration of Offer**	3 calendar days after all Buyer Signature(s) or _____ (date) at 5PM or _____ ☐ AM/ ☐ PM	
D(1)	5A(1)	**Initial Deposit Amount**	$ 5,000.00 (1.0 % of purchase price) (% number above is for calculation purposes and is not a contractual term)	within 3 (or _____) business days after Acceptance by wire transfer OR ☐ _____
D(2)	5A(2)	☒ **Increased Deposit (Money placed into escrow after the initial deposit. Use form DID at time increased deposit is made.)**	$ 5,000.00 (1.0 % of purchase price) (% number above is for calculation purposes and is not a contractual term)	Upon removal of all contingencies OR ☐ _____ (date) OR ☐ _____
E(1)	5C(1)	**Loan Amount(s):** First Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate, not to exceed _____% Buyer to pay zero points or up to _____% of the loan amount	Conventional or, if checked, ☐ FHA ☐ VA (CAR Forms FVAC, HID attached) ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(2)	5C(2)	Additional Financed Amount Interest Rate Points	$ _____ (_____% of purchase price) Fixed rate or ☐ Initial adjustable rate, not to exceed _____% Buyer to pay zero points or up to _____% of the loan amount	Conventional or, if checked, ☐ Seller Financing ☐ Assumed Financing ☐ Subject To Financing ☐ Other: _____
E(3)	7A	**Occupancy Type**	Investment, or if checked, ☐ Primary ☐ Secondary	
F	5D	**Balance of Down Payment**	$ 490,000.00	
		PURCHASE PRICE TOTAL	$ 500,000.00	

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	Paragraph #	Paragraph Title or Contract Term	Terms and Conditions	Additional Terms
G(1)	5E	**Seller Credit, if any, to Buyer**	☐ $ _____ (_____% of purchase price) (% number above is for calculation purposes and is not a contractual term)	Seller credit to be applied to closing costs OR ☐ Other: _____
G(2)	**ADDITIONAL FINANCE TERMS:** _____			
H(1)	5B	**Verification of All Cash** (sufficient funds)	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(2)	6A	**Verification of Down Payment and Closing Costs**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	
H(3)	6B	**Verification of Loan Application**	Attached to the offer or ☐ 3 (or _____) Days after Acceptance	☐ Prequalification ☐ Preapproval ☐ Fully underwritten preapproval
I		**Intentionally Left Blank**		
J	19	**Final Verification of Condition**	5 (or _____) Days prior to COE	
K	26	**Assignment Request**	17 (or _____) Days after Acceptance	
L	8	**CONTINGENCIES**	**TIME TO REMOVE CONTINGENCIES**	**CONTINGENCY REMOVED**
L(1)	8A	**Loan(s)**	17 (or _____) Days after Acceptance	☐ No loan contingency
L(2)	8B	**Appraisal:** Appraisal contingency based upon appraised value at a minimum of purchase price or ☐ $ _____	17 (or _____) Days after Acceptance	☐ No appraisal contingency Removal of appraisal contingency does not eliminate appraisal cancellation rights in FVAC.
L(3)	8C	☐ **Purchase of Manufactured Home** Buyer has (or ☐ has not) entered into contract to purchase a personal property manufactured home	17 (or _____) Days after Acceptance ☐ Shall remain in effect until the Close of Escrow of the Property	REMOVAL OR WAIVER OF CONTINGENCY: **Any contingency in L(1)-L(7) may be removed or waived by checking the applicable box above or attaching a Contingency Removal (C.A.R. Form CR) and checking the applicable box therein. Removal or Waiver at time of offer is against Agent advice. See paragraph 8J.** ☐ **CR attached**
L(4)	8D	☐ **Construction Loan Financing** A draw from the construction loan will not (or will) be used to finance the Property	17 (or _____) Days after Acceptance	
L(5)	8E, 15	**Investigation of Property**	17 (or *330*) Days after Acceptance	
		Informational Access to Property Buyer's right to access the Property for informational purposes only is **NOT** a contingency and does **NOT** create additional cancellation rights for Buyer.	17 (or *330*) Days after Acceptance	
L(6)	8F, 17A	**Review of Seller Documents**	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(7)	8G, 16A	**Preliminary ("Title") Report**	17 (or *30*) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(8)	8H, 11D	**Common Interest Disclosures** required by Civil Code § 4525 or this Agreement		
L(9)	8I, 9B(2)	**Review of leased or liened items** (Such as for solar panels or propane tanks or PACE or HERO liens)	17 (or _____) Days after Acceptance, or 5 Days after receipt, whichever is later	
L(10)	8L	**Sale of Buyer's Property** Sale of Buyer's property is not a contingency, UNLESS checked here: ☐ **C.A.R. Form COP attached**		
M		**Possession**	**Time for Performance**	
M		**Vacant Lot Delivery** Property to be delivered subject to tenant rights, if any, except _____.	Upon notice of recordation On COE Date	
N		**Documents/Fees/Compliance**	**Time for Performance**	
N(1)	17A	Seller Delivery of Documents	7 (or _____) Days after Acceptance	
N(2)	22B	Sign and return Escrow Holder General Provisions, Supplemental Instructions	5 (or _____) Days after receipt	
N(3)	11D(2)	Time to pay fees for ordering HOA Documents	3 (or _____) Days after Acceptance	
N(4)	35	Evidence of representative authority	3 Days after Acceptance	

O	Intentionally Left Blank			
P	Items Included and Excluded			
P(1)	9	Items Included - All items specified in Paragraph 9B are included and the following, if checked: ☐ _____, ☐ _____, ☐ _____.		
P(2)		Excluded Items: ☐ _____; ☐ _____; ☐ _____;		
Q	Allocation of Costs			
	Paragraph #	Item Description	Who Pays (if Both is checked, cost to be split equally unless Otherwise Agreed)	Additional Terms
Q(1)	11E	Natural Hazard Zone Disclosure Report, including tax information	☐ Buyer ☒ Seller ☐ Both _____ ☐ Provided by: _____	☐ Environmental ☐ Other _____
Q(2)	15B(1)(D)	Environmental Survey	☐ Buyer ☐ Seller ☐ Both _____	
Q(3)		_____ Report	☐ Buyer ☐ Seller ☐ Both _____	
Q(4)	22B	Escrow Fees	☐ Buyer ☐ Seller ☒ Both _____ ☐ Each to pay their own fees	Escrow Holder: _____
Q(5)	16	Owner's title insurance policy	☒ Buyer ☐ Seller ☐ Both _____	Title Company (If different from Escrow Holder): _____
Q(6)		Buyer's Lender title insurance policy	Buyer	Unless Otherwise Agreed, Buyer shall purchase any title insurance policy insuring Buyer's lender.
Q(7)		County transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(8)		City transfer tax, fees	☐ Buyer ☒ Seller ☐ Both _____	
Q(9)	11D(2)	OA fee for preparing disclosures	Seller	
Q(10)		OA certification fee	Buyer	
Q(11)		OA transfer fees	☐ Buyer ☐ Seller ☐ Both _____	Unless Otherwise Agreed, Seller shall pay for separate HOA move-out fee and Buyer shall pay for separate move-in fee. Applies if separately billed or itemized with cost in transfer fee.
Q(12)		Private transfer fees	Seller, or if checked, ☐ Buyer ☐ Both _____	
Q(13)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
Q(14)		_____ fees or costs	☐ Buyer ☐ Seller ☐ Both _____	
R	Additional Tenancy Documents ☐ Income and Expense Statements ☐ Tenant Estoppel Certificate			
S	OTHER TERMS: _____			

4. **PROPERTY ADDENDA AND ADVISORIES:** (check all that apply)

A. **PROPERTY TYPE ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
- ☐ Probate Agreement Purchase Addendum (C.A.R. Form PA-PA)
- ☐ Other _____

B. **OTHER ADDENDA:** This Agreement is subject to the terms contained in the Addenda checked below:
- ☐ Addendum # _____ (C.A.R. Form ADM)
- ☐ Back Up Offer Addendum (C.A.R. Form BUO)
- ☐ Assumed Financing Addendum (C.A.R. Form AFA)
- ☐ Septic, Well, Property Monument and Propane Addendum (C.A.R. Form SWPI)
- ☐ Buyer Intent to Exchange Addendum (C.A.R. Form BXA)
- ☐ Other _____
- ☐ Short Sale Addendum (C.A.R. Form SSA)
- ☐ Court Confirmation Addendum (C.A.R. Form CCA)
- ☐ Seller Intent to Exchange Addendum (C.A.R. Form SXA)
- ☐ Other _____

C. **BUYER AND SELLER ADVISORIES: (Note: All Advisories below are provided for reference purposes only and are not intended to be incorporated into this Agreement.)**
- ☒ Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA)
- ☒ Fair Housing and Discrimination Advisory (C.A.R. Form FHDA)
- ☒ Wire Fraud Advisory (C.A.R. Form WFA)
- ☒ Cal. Consumer Privacy Act Advisory (C.A.R. Form CCPA) (Parties may also receive a privacy disclosure from their own Agent.)
- ☐ Wildfire Disaster Advisory (C.A.R. Form WFDA)
- ☐ Trust Advisory (C.A.R. Form TA)
- ☐ REO Advisory (C.A.R. Form REO)
- ☐ Other _____
- ☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
- ☐ Short Sale Information and Advisory (C.A.R. Form SSIA)
- ☐ Probate Advisory (C.A.R. Form PA)
- ☐ Other _____

5. **ADDITIONAL TERMS AFFECTING PURCHASE PRICE:** Buyer represents that funds will be good when deposited with Escrow Holder.
   A. **DEPOSIT:**
      (1) **INITIAL DEPOSIT:** Buyer shall deliver deposit directly to Escrow Holder. If a method other than wire transfer is specified in **paragraph 3D(1)** and such method is unacceptable to Escrow Holder, then upon notice from Escrow Holder, delivery shall be by wire transfer.
      (2) **INCREASED DEPOSIT:** Increased deposit to be delivered to Escrow Holder in the same manner as the Initial Deposit. If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount by signing a new liquidated damages clause (C.A.R. Form DID) at the time the increased deposit is delivered to Escrow Holder.
      (3) **RETENTION OF DEPOSIT: Paragraph 36, if initialed by all Parties or otherwise incorporated into this Agreement, specifies a remedy for Buyer's default. Buyer and Seller are advised to consult with a qualified California real estate attorney before adding any other clause specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase. Any such clause shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.**
   B. **ALL CASH OFFER:** If an all cash offer is specified in **paragraph 3A**, no loan is needed to purchase the Property. This Agreement is NOT contingent on Buyer obtaining a loan. Buyer shall, within the time specified in **paragraph 3H(1)**, Deliver written verification of funds sufficient for the purchase price and closing costs.
   C. **LOAN(S):**
      (1) **FIRST LOAN:** This loan will provide for conventional financing **UNLESS** FHA, VA, Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(1)**.
      (2) **ADDITIONAL FINANCED AMOUNT:** If an additional financed amount is specified in **paragraph 3E(2)**, that amount will provide for conventional financing UNLESS Seller Financing (C.A.R. Form SFA), Assumed Financing, Subject To Financing, or Other is checked in **paragraph 3E(2)**.
      (3) **BUYER'S LOAN STATUS:** Buyer authorizes Seller and Seller's Authorized Agent to contact Buyer's lender(s) to determine the status of any Buyer's loan specified in **paragraph 3E**, or any alternate loan Buyer pursues, whether or not a contingency of this Agreement. If the contact information for Buyer's lender(s) is different from that provided under the terms of **paragraph 6B**, Buyer shall Deliver the updated contact information within 1 Day of Seller's request.
      (4) **ASSUMED OR SUBJECT TO FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.
   D. **BALANCE OF PURCHASE PRICE (DOWN PAYMENT) (including all-cash funds)** to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
   E. **LIMITS ON CREDITS TO BUYER:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender, if any, and made at Close Of Escrow. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then **(i)** the Contractual Credit from Seller shall be reduced to the Lender Allowable Credit, and **(ii)** in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
6. **ADDITIONAL FINANCING TERMS:**
   A. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Written verification of Buyer's down payment and closing costs may be made by Buyer or Buyer's lender or loan broker pursuant to **paragraph 6B**.
   B. **VERIFICATION OF LOAN APPLICATIONS:** Buyer shall Deliver to Seller, within the time specified in **paragraph 3H(3)** a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in **paragraph 3E**. If any loan specified in **paragraph 3E** is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate.
   C. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including, but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price, and to sell to Buyer in reliance on Buyer's specified financing. Buyer shall pursue the financing specified in this Agreement, even if Buyer also elects to pursue an alternative form of financing. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in this Agreement but shall not interfere with closing at the purchase price on the COE date (**paragraph 3B**) even if based upon alternate financing. Buyer's inability to obtain alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
7. **CLOSING AND POSSESSION:**
   A. **OCCUPANCY:** Buyer intends to occupy the Property as indicated in **paragraph 3E(3)**. Occupancy may impact available financing.
   B. **CONDITION OF PROPERTY ON CLOSING:**
      (1) Unless Otherwise Agreed: **(i)** the Property shall be delivered **"As-Is"** in its PRESENT physical condition as of the date of Acceptance; **(ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and **(iii)** all debris and personal property not included in the sale shall be removed by Close Of Escrow or at the time possession is delivered to Buyer, if not on the same date. If items are not removed when possession is delivered to Buyer, all items shall be deemed abandoned. Buyer, after first Delivering to Seller written notice to remove the items within **3 Days**, may pay to have such items removed or disposed of and may bring legal action, as per this Agreement, to receive reasonable costs from Seller.
      (2) **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller and Agents may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had all required permits issued and/or finalized.**
   C. Seller shall, on Close Of Escrow unless Otherwise Agreed and even if Seller remains in possession, provide keys, passwords, codes and/or means to operate all locks, mailboxes, and all items included in either **paragraph 3P** or **paragraph 9**. If the Property is a condominium or located in a common interest development, Seller shall be responsible for securing or providing any such items for Association amenities, facilities, and access. Buyer may be required to pay a deposit to the Owners' Association ("OA") to obtain keys to accessible OA facilities.

8. CONTINGENCIES AND REMOVAL OF CONTINGENCIES:

A. LOAN(S):

(1) This Agreement is, **unless otherwise specified in paragraph 3L(1) or an attached CR form**, contingent upon Buyer obtaining the loan(s) specified. If contingent, Buyer shall act diligently and in good faith to obtain the designated loan(s). **If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan and Buyer is able to satisfy lender's non-appraisal conditions for closing the loan.**

(2) Buyer is advised to investigate the insurability of the Property as early as possible, as this may be a requirement for lending. Buyer's ability to obtain insurance for the Property, including fire insurance, is part of Buyer's Investigation of Property contingency. Failure of Buyer to obtain insurance may justify cancellation based on the Investigation contingency but not the loan contingency.

(3) Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement, unless Otherwise Agreed.

(4) If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(5) NO LOAN CONTINGENCY: If "No loan contingency" is checked in **paragraph 3L(1)**, obtaining any loan specified is NOT a contingency of this Agreement. If Buyer does not obtain the loan specified, and as a result is unable to purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

B. APPRAISAL:

(1) This Agreement is, **unless otherwise specified in paragraph 3L(2) or an attached CR form**, contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the amount specified in **paragraph 3L(2)**, without requiring repairs or improvements to the Property. Appraisals are often a reliable source to verify square footage of the subject Property. However, the ability to cancel based on the measurements provided in an appraisal falls within the Investigation of Property contingency. The appraisal contingency is solely limited to the value determined by the appraisal. For any cancellation based upon this appraisal contingency, Buyer shall Deliver a Copy of the written appraisal to Seller, upon request by Seller.

(2) **NO APPRAISAL CONTINGENCY:** If "No appraisal contingency" is checked in **paragraph 3L(2)**, then Buyer may not use the loan contingency specified in **paragraph 3L(1)** to cancel this Agreement if the sole reason for not obtaining the loan is that the appraisal relied upon by Buyer's lender values the property at an amount less than that specified in **paragraph 3L(2)**. If Buyer is unable to obtain the loan specified solely for this reason, Seller may be entitled to Buyer's deposit or other legal remedies.

(3) [X] Fair Appraisal Act: The Parties acknowledge receipt of the attached Fair Appraisal Act Addendum (C.A.R. Form FAAA).

C. MANUFACTURED HOME PURCHASE: If checked in **paragraph 3L(3)**, this Agreement is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow.

D. CONSTRUCTION LOAN FINANCING: If checked in **paragraph 3L(4)**, this Agreement is contingent upon Buyer obtaining a construction loan.

E. INVESTIGATION OF PROPERTY: This Agreement is, as specified in **paragraph 3L(5)**, contingent upon Buyer's acceptance of the condition of, and any other matter affecting, the Property.

F. REVIEW OF SELLER DOCUMENTS: This Agreement is, as specified in **paragraph 3L(6)**, contingent upon Buyer's review of Seller's documents required in **paragraph 17A**.

G. TITLE:

(1) This Agreement is, as specified in **paragraph 3L(7)**, contingent upon Buyer's ability to obtain the title policy provided for in **paragraph 16G** and on Buyer's review of a current Preliminary Report and items that are disclosed or observable even if not on record or not specified in the Preliminary Report, and satisfying Buyer regarding the current status of title. Buyer is advised to review all underlying documents and other matters affecting title, including, but not limited to, any documents or deeds referenced in the Preliminary Report and any plotted easements.

(2) Buyer has **5 Days** after receipt to review a revised Preliminary Report, if any, furnished by the Title Company and cancel the transaction if the revised Preliminary Report reveals material or substantial deviations from a previously provided Preliminary Report.

H. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES (IF APPLICABLE): This Agreement is, as specified in **paragraph 3L(8)**, contingent upon Buyer's review of Common Interest Disclosures required by Civil Code § 4525 and under **paragraph 11D** ("CI Disclosures").

I. BUYER REVIEW OF LEASED OR LIENED ITEMS CONTINGENCY: Buyer's review of and ability and willingness to assume any lease, maintenance agreement or other ongoing financial obligation, or to accept the Property subject to any lien, disclosed pursuant to **paragraph 9B(2)**, is, as specified in **paragraph 3L(9)**, a contingency of this Agreement. Any assumption of the lease shall not require any financial obligation or contribution by Seller. Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Agreement if Buyer, by the time specified in **paragraph 3L(9)**, refuses to enter into any necessary written agreements to accept responsibility for all obligations of Seller-disclosed leased or liened items.

J. REMOVAL OR WAIVER OF CONTINGENCIES WITH OFFER: Buyer shall have no obligation to remove a contractual contingency unless Seller has provided all required documents, reports, disclosures, and information pertaining to that contingency. If Buyer does remove a contingency without first receiving all required information from Seller, Buyer is relinquishing any contractual rights that apply to that contingency. **If Buyer removes or waives any contingencies without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Agent.**

K. REMOVAL OF CONTINGENCY OR CANCELLATION:

(1) **For any contingency specified in paragraph 3L or 8, Buyer shall, within the applicable period specified, remove the contingency or cancel this Agreement.**

(2) For the contingencies for review of Seller Documents, Preliminary Report, and Condominium/Planned Development Disclosures, Buyer shall, within the time specified in **paragraph 3L** or **5 Days** after receipt of the applicable Seller Documents, Preliminary Report, or CI Disclosures, whichever occurs later, remove the applicable contingency in writing or cancel this Agreement.

(3) If Buyer does not remove a contingency within the time specified, Seller, after first giving Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), shall have the right to cancel this Agreement.

L. SALE OF BUYER'S PROPERTY: This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer unless the Sale of Buyer's Property (C.A.R. Form COP) is checked as a contingency of this Agreement in **paragraph 3L(10)**.

9. **ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**
   A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the Multiple Listing Service (MLS), flyers, marketing materials, or disclosures are NOT included in the purchase price or excluded from the sale unless specified in this paragraph or **paragraph 3P** or as Otherwise Agreed. Any items included herein are components of the Property and are not intended to affect the price. All items are transferred without Seller warranty.
   B. **ITEMS INCLUDED IN SALE:**
      (1) All EXISTING fixtures and fittings that are attached to the Property;
      (2) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller, within the time specified in **paragraph 3N(1)**, shall **(i)** disclose to Buyer if any item or system specified in **paragraph 3P** or **9B** or otherwise included in the sale is leased, or not owned by Seller, or is subject to any maintenance or other ongoing financial obligation, or specifically subject to a lien or other encumbrance or loan, and **(ii)** Deliver to Buyer all written materials (such as lease, warranty, financing, etc.) concerning any such item.
      (3) Seller represents that all items included in the purchase price, unless Otherwise Agreed, **(i)** are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to **paragraph 9B(2)**, and **(ii)** are transferred without Seller warranty regardless of value. Seller shall cooperate with the identification of any software or applications and Buyer's efforts to transfer any services needed to operate any Smart Home Features or other items included in this Agreement, including, but not limited to, utilities or security systems.
      (4) A complete inventory of all personal property of Seller currently used in the operation of the Property and included in the purchase price shall be delivered to Buyer within the time specified in **paragraph 3N(1)**.
      (5) Seller shall deliver title to the personal property by Bill of Sale, free of all liens and encumbrances, and without warranty of condition.
      (6) As additional security for any note in favor of Seller for any part of the purchase price, Buyer shall execute a UCC-1 Financing Statement to be filed with the Secretary of State, covering the personal property included in the purchase, replacement thereof, and insurance proceeds.
   C. **ITEMS EXCLUDED FROM SALE:** Unless Otherwise Agreed, all items specified in **paragraph 3P(2)** are excluded from the sale.
10. **ALLOCATION OF COSTS FOR INSPECTIONS, REPORTS AND CERTIFICATES: Paragraphs 3Q(1-3)** and **(5)** only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; **it does not determine who is to pay for any work recommended or identified in the Report. Agreements for payment of required work should be specified elsewhere in paragraph 3Q, or 3S, or in a separate agreement (such as C.A.R. Forms RR, RRRR, ADM or AEA).**
11. **SELLER DISCLOSURES:**
   A. **WITHHOLDING TAXES:** Buyer and Seller hereby instruct Escrow Holder to withhold the applicable required amounts to comply with federal and California withholding Laws and forward such amounts to the Internal Revenue Service and Franchise Tax Board, respectively. However, no federal withholding is required if, prior to Close Of Escrow, Seller Delivers **(i)** to Buyer and Escrow Holder a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law (FIRPTA); **OR (ii)** to a qualified substitute (usually a title company or an independent escrow company) a fully completed affidavit (C.A.R. Form AS) sufficient to avoid withholding pursuant to federal withholding Law AND the qualified substitute Delivers to Buyer and Escrow Holder an affidavit signed under penalty of perjury (C.A.R. Form QS) that the qualified substitute has received the fully completed Seller's affidavit and the Seller states that no federal withholding is required; **OR (iii)** to Buyer other documentation satisfying the requirements under Internal Revenue Code § 1445 (FIRPTA). No withholding is required under California Law if, prior to Close Of Escrow, Escrow Holder has received sufficient documentation from Seller that no withholding is required, and Buyer has been informed by Escrow Holder.
   B. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
   C. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/**. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Website. (Neither Seller nor Agent are required to check this website. If Buyer wants further information, Agent recommends that Buyer obtain information from this website during Buyer's investigation contingency period. Agents do not have expertise in this area.)
   D. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
      (1) Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer whether the Property is a condominium or is located in a planned development, other common interest development, or otherwise subject to covenants, conditions, and restrictions (C.A.R. Form SPQ or ESD).
      (2) If the Property is a condominium or is located in a planned development or other common interest development with a OA, Seller shall, within the time specified in **paragraph 3N(3)**, order from, and pay any required fee for the following items to the OA (C.A.R. Form HOA-IR): **(i)** Copies of any documents required by Law (C.A.R. Form HOA-RS); **(ii)** disclosure of any pending or anticipated claim or litigation by or against the OA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of OA minutes for regular and special meetings; **(v)** the names and contact information of all OAs governing the Property; **(vi)** pet restrictions; and **(vii)** smoking restrictions ("CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the OA and any CI Disclosures in Seller's possession. Seller shall, as directed by Escrow Holder, deposit funds into escrow or direct to OA or management company to pay for any of the above.
   E. **NATURAL AND ENVIRONMENTAL HAZARDS:** Seller shall, within the time specified in **paragraph 3N(1)**, if required by Law: **(i)** Deliver to Buyer the earthquake guide and environmental hazards booklet, and for all residential property with 1-4 units and any manufactured or mobile home built before January 1, 1960, fully complete and Deliver the Residential Earthquake Risk Disclosure Statement; and **(ii)** even if exempt from the obligation to provide a NHD, disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

F. **ADDITIONAL DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:
(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§ 51200-51295).
(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code § 3482.5 and § 3482.6).
(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, "candidate" species, or wetlands on the Property.
(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
(8) **LANDLOCKED:** The absence of legal or physical access to the Property.
(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements, or similar matters that may affect the Property.
(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
(12) **EARTHQUAKE DAMAGE:** Major damage to the Property of any of the structures from fire, earthquake, floods, or landslides.
(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.
(15) **SURVEY, PLANS, PERMITS AND ENGINEERING DOCUMENTS:** If in Seller's possession, Copies of surveys, plans, specifications, permits and approvals, development plans, licenses, and engineering documents, if any, prepared on Seller's behalf on in Seller's possession.
(16) **VIOLATION NOTICES: Seller shall disclose any notice of violations of any Law filed or issued against the Property.**

G. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in **paragraph 3N(1)**, Seller shall: **(i)** make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and **(ii)** promptly Deliver to Buyer any such notice obtained.

H. **KNOWN MATERIAL FACTS:** Seller shall, within the time specified in **paragraph 3N(1)**, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including, but not limited to, known insurance claims within the past five years, or provide Buyer with permission to contact lender to get such information (C.A.R. Form ARC), and make any and all other disclosures required by Law.

I. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in **paragraph 3N(1)**, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).

J. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Seller shall promptly Deliver a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

12. **TENANCY RELATED DISCLOSURES:** Within the time specified in **paragraph 3N(1)**, and subject to Buyer's right of review, Seller shall disclose, make available or Deliver, as applicable, to Buyer, the following information:

A. **RENTAL/SERVICE AGREEMENTS: (i)** All current leases, rental agreements, service contracts, and other agreements pertaining to the operation of the Property; **(ii)** A rental statement including names of tenants, rental rates, period or rental, date of last rent increase, security deposits, rental concessions, rebates or other benefits, if any, and a list of delinquent rents and their duration. Seller represents that no tenant is entitled to any rebate, concession, or other benefit, except as set forth in these documents. Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business.

B. **INCOME AND EXPENSE STATEMENTS:** If checked in **paragraph 3R**, the books and records for the Property, if any, including a statement of income and expense for the 12 months preceding Acceptance. Seller represents that the books and records are those maintained in the ordinary and normal course of business and used by Seller in the computation of federal and state income tax returns.

C. **TENANT ESTOPPEL CERTIFICATES:** If checked in **paragraph 3R**, Tenant Estoppel Certificates (C.A.R. Form TEC). Tenant Estoppel Certificates shall be completed by Seller or Seller's agent and delivered to tenant(s) for tenant(s) to sign and acknowledge: **(i)** that tenant(s)' rental or lease agreements are unmodified and in full force and effect, (or if modified, stating all such modifications); **(ii)** that no lessor defaults exist; and **(iii)** stating the amount of any prepaid rent or security deposit. Seller shall exercise good faith to obtain tenant(s)' signature(s), but Seller cannot guarantee tenant(s)' cooperation. In the event Seller cannot obtain signed Tenant Estoppel Certificates within the time specified above, Seller shall notify Buyer and provide the unsigned one that was provided to tenant(s). If, after the time specified for Seller to Deliver the TEC to Buyer, any tenant(s) sign and return a TEC to Seller, Seller shall Deliver that TEC to Buyer.

D. **SELLER REPRESENTATIONS:** Unless otherwise disclosed under **paragraph 11**, **paragraph 12**, or under any disclosure Delivered to Buyer:
(1) Seller represents that Seller has no actual knowledge that any tenant(s): **(i)** has any current pending lawsuit(s), investigation(s), Inquiry(ies), action(s), or other proceeding(s) affecting the Property of the right to use and occupy it; **(ii)** has any unsatisfied mechanics or materialman lien(s) affecting the Property; and **(iii)** is the subject of a bankruptcy. If Seller receives any such notice, prior to Close Of Escrow, Seller shall immediately notify Buyer.
(2) Seller represents that no tenant is entitled to any rebate, concessions, or other benefit, except as set forth in the rental service agreements.
(3) Seller represents that the documents to be furnished are those maintained in the ordinary and normal course of business and the income and expense statements are and used by Seller in the computation of federal and state income tax returns.

13. **CHANGES DURING ESCROW:**

A. Prior to Close Of Escrow, Seller may engage in the following acts ("Proposed Changes"), subject to Buyer's rights in **paragraph 13B: (i)** rent or lease any vacant unit or other part of the premises; **(ii)** alter, modify, or extend any existing rental or lease agreement; **(iii)** enter into, alter, modify, or extend any service contract(s); or **(iv)** change the status of the condition of the Property.

B. (1) At least **7 Days** prior to any Proposed Changes, Seller shall Deliver written notice to Buyer of such Proposed Change
(2) Within **5 Days** after receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes in which case Seller shall not make the Proposed Changes.

14. SECURITY DEPOSITS: Security deposits, if any, to the extent they have not been applied by Seller in accordance with any rental agreement and current Law, shall be transferred to Buyer on Close Of Escrow. Seller shall notify each tenant, in compliance with the California Civil Code.

15. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer shall, within the time specified in **paragraph 3L(5)**, have the right, at Buyer's expense unless Otherwise Agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations").

B. Buyer Investigations include, but are not limited to:
(1) Inspections regarding any physical attributes of the Property or items connected to the Property, such as:
(A) A general inspection.
(B) An inspection for lead-based paint and other lead-based paint hazards.
(C) An inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2).
(D) A phase one environmental survey, paid for and obtained by the party indicated in **paragraph 3Q(2)**. If Buyer is responsible for obtaining and paying for the survey, Buyer shall act diligently and in good faith to obtain such survey within the time specified in **paragraph 3L(5)**. Buyer has **5 Days** after receiving the survey to remove this portion of the Buyer's Investigation contingency.
(E) Any other specific inspections of the physical condition of the land and improvements.
(2) All other Buyer Investigations, such as insurance, not specified above. See, Buyer's Vacant Land Additional Inspection Advisory (C.A.R. Form BVLIA) for more.
(3) A review of reports, disclosures or information prepared by or for Seller and Delivered to Buyer pursuant to **paragraphs 3**, **11**, **12**, **13**, **16A**, and **17A**.

C. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: **(i)** invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report, which shall not include any holes or drilling through stucco or similar material; or **(ii)** inspections by any governmental building or zoning inspector or government employee, unless required by Law.

D. Seller shall make the Property available for all Buyer Investigations. Seller is not obligated to move any existing personal property. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is delivered to Buyer. Buyer shall, **(i)** by the time specified in **paragraph 3L(5)**, complete Buyer Investigations and satisfy themselves as to the condition of the Property, and either remove the contingency or cancel this Agreement, and **(ii)** by the time specified in **paragraph 3L(5)** or **3 Days** after receipt of any Investigation report, whichever is later, give Seller at no cost, complete Copies of all such reports obtained by Buyer, which obligation shall survive the termination of this Agreement. This Delivery of Investigation reports shall not include any appraisal, except an appraisal received in connection with an FHA or VA loan.

E. **Buyer indemnity and Seller protection for entry upon the Property:** Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

F. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN PARAGRAPH 15, UNLESS OTHERWISE AGREED IN WRITING.**

G. **SIZE, LINES, ACCESS, AND BOUNDARIES:** Lot size, property lines, legal or physical access, and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements, or similar matters that may affect the Property. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)

H. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications, and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback' requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.

I. **UTILITIES AND SERVICES:** Availability, costs, restrictions, and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV, and drainage.

J. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic, or otherwise), fungus or similar contaminant, materials, products, or conditions.

K. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
L. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
M. **PROPERTY DAMAGE:** Major damage to the Property of any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides, or other causes.
N. **NEIGHBORHOOD, AREA, AND PROPERTY CONDITIONS:** Neighborhood or are conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§ 51200-51295), Right to Farm Laws (Civil Code § 3482.5 and § 3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy, and cost of any speed-wired, wireless internet connections, or other telecommunications or other technology services and installations, proximity to commercial, industrial, or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Owners" Association requirements, conditions, and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
O. **COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
P. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community facilities Act or Improvement Bond At of 1915.
Q. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of landlord to terminate a tenancy.
R. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

16. TITLE AND VESTING:
A. Buyer shall, within the time specified in **paragraph 3N(1)**, be provided a current Preliminary Report by the person responsible for paying for the title report in **paragraph 3Q(5)**. If Buyer is responsible for paying, Buyer shall act diligently and in good faith to obtain such Preliminary Report within the time specified. The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities.
B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing. For any lien or matter not being transferred upon sale, Seller will take necessary action to deliver title free and clear of such lien or matter.
C. Seller shall within **7 Days** after request, give Escrow Holder necessary information to clear title.
D. Seller shall, within the time specified in **paragraph 3N(1)**, disclose to Buyer all matters known to Seller affecting title, whether of record or not.
E. If Buyer is a legal entity and the Property purchase price is at least $300,000 and the purchase price is made without a bank loan or similar form of external financing, a Geographic Targeting Order (GTO) issued by the Financial Crimes Enforcement Network, U.S. Department of the Treasury, requires title companies to collect and report certain information about the Buyer, depending on where the Property is located. Buyer agrees to cooperate with the title company's effort to comply with the GTO.
F. Buyer shall, after Close Of Escrow, receive a recorded grant deed or any other conveyance document required to convey title (For example, for stock cooperative or tenancy in common, respectively, an assignment of stock certificate or assignment of seller's interest in the real property), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's vesting instructions. The recording document shall contain Buyer's post-closing mailing address to enable Buyer's receipt of the recorded conveyance document from the County Recorder. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
G. Buyer shall receive a Standard Coverage Owner's CLTA policy of title insurance. An ALTA policy or the addition of endorsements may provide greater coverage for Buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

17. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
A. **SELLER DELIVERY OF DOCUMENTS:** Seller shall, within the time specified in **paragraph 3N(1)**, Deliver to Buyer all reports, disclosures and information ("Reports") for which Seller is responsible as specified in **paragraphs 9B**, **11A**, **11D**, **11E**, **11F**, **11G**, **11H**, **11I**, **11J**, **12A**, **12B**, **12C**, **16A**, **16D** and **35**.
B. **BUYER REVIEW OF DOCUMENTS; REPAIR REQUEST; CONTINGENCY REMOVAL OR CANCELLATION**
(1) Buyer has the time specified in **paragraph 3** to: **(i)** perform Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to **paragraph 9B(2)**, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and **(ii)** Deliver to Seller Signed Copies of Statutory and Other Disclosures Delivered by Seller in accordance with **paragraph 11**.
(2) Buyer may, within the time specified in **paragraph 3L(5)**, request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to Buyer's requests (C.A.R. Form RR or RRRR). If Seller does not agree or does not respond, Buyer is not contractually entitled to have the repairs or other requests made and may only cancel based on contingencies in this Agreement.

(3) Buyer shall, by the end of the times specified in **paragraph 3L** (or as Otherwise Agreed), Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement (C.A.R. Form CR or CC). However, if any report, disclosure, or information for which Seller is responsible, is not Delivered within the time specified in **paragraph 3N(1)**, then Buyer has **5 Days** after Delivery of any such items, or the times specified in **paragraph 3L**, whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement. If Delivery of any Report occurs after a contractual contingency pertaining to that Report has already been waived or removed, the Delivery of the Report does not revive the contingency.

(4) **Continuation of Contingency:** Even after the end of the time specified in **paragraph 3L** and before Seller cancels, if at all, pursuant to **paragraph 17C**, Buyer retains the right, in writing, to either **(i)** remove remaining contingencies, or **(ii)** cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to **paragraph 17C(1)**.

C. SELLER RIGHT TO CANCEL:

(1) **SELLER RIGHT TO CANCEL; BUYER CONTINGENCIES:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) **SELLER RIGHT TO CANCEL; BUYER CONTRACT OBLIGATIONS:** Seller, after first Delivering to Buyer a Notice to Buyer to Perform, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by **paragraph 3D(1)** or **3D(2)** or if the funds deposited pursuant to **paragraph 3D(1)** or **3D(2)** are not good when deposited; **(ii)** Deliver updated contact information for Buyer's lender(s) as required by **paragraph 5C(3)**; **(iii)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by **paragraph 5B** or **6A**; **(iv)** Deliver a letter as required by **paragraph 6B**; **(v)** In writing assume or accept leases or liens specified in **paragraph 8I**; **(vi)** Cooperate with the title company's effort to comply with the GTO as required by **paragraph 16E**; **(vii)** Sign or initial a separate liquidated damages form for an increased deposit as required by **paragraph 5A(2)** and **36**; **(viii)** Provide evidence of authority to Sign in a representative capacity as specified in **paragraph 35**; or **(ix)** Perform any additional Buyer contractual obligation(s) included in this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in this Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(3) **SELLER RIGHT TO CANCEL; SELLER CONTINGENCIES:** Seller may cancel this Agreement by good faith exercise of any Seller contingency included in this Agreement, or Otherwise Agreed, so long as that contingency has not already been removed or waived in writing.

D. BUYER RIGHT TO CANCEL:

(1) **BUYER RIGHT TO CANCEL; SELLER CONTINGENCIES:** If, by the time specified in this Agreement, Seller does not Deliver to Buyer a removal of the applicable contingency or cancellation of this Agreement, then Buyer, after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees allocated to Seller in the Agreement and already paid by Escrow prior to cancellation of this Agreement and notification to Escrow.

(2) **BUYER RIGHT TO CANCEL; SELLER CONTRACT OBLIGATIONS:** If, by the time specified, Seller has not Delivered any item specified in **paragraph 3N(1)** or Seller has not performed any Seller contractual obligation included in this Agreement by the time specified, Buyer, after first Delivering to Seller a Notice to Seller to Perform, may cancel this Agreement.

(3) **BUYER RIGHT TO CANCEL; BUYER CONTINGENCIES:** Buyer may cancel this Agreement by good faith exercise of any Buyer contingency included in **paragraph 8**, or Otherwise Agreed, so long as that contingency has not already been removed in writing.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The Notice to Buyer to Perform or Notice to Seller to Perform shall: **(i)** be in writing; **(ii)** be Signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2 Days** after Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A Notice to Buyer to Perform or Notice to Seller to Perform may not be Delivered any earlier than **2 Days** prior to the Scheduled Performance Day to remove a contingency or cancel this Agreement or meet an obligation specified in **paragraph 17**, whether or not the Scheduled Performance Day falls on a Saturday, Sunday or legal holiday. If a Notice to Buyer to Perform or Notice to Seller to Perform is incorrectly Delivered or specifies a time less than the agreed time, the notice shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new Notice to Buyer to Perform or Notice to Seller to Perform with the specified timeframe.

F. EFFECT OF REMOVAL OF CONTINGENCIES:

(1) **REMOVAL OF BUYER CONTINGENCIES:** If Buyer removes any contingency or cancellation rights, unless Otherwise Agreed, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for the non-delivery of any reports, disclosures or information outside of Seller's control and for any Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

(2) **REMOVAL OF SELLER CONTINGENCIES:** If Seller removes any contingency or cancellation rights, unless Otherwise Agreed, Seller shall conclusively be deemed to have: **(i)** satisfied themselves regarding such contingency, **(ii)** elected to proceed with the transaction; and **(iii)** given up any right to cancel this Agreement based on such contingency.

G. DEMAND TO CLOSE ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a Demand to Close Escrow (C.A.R. Form DCE). The DCE shall: **(i)** be Signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 Days** after Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** prior to the Scheduled Performance Day for the Close Of Escrow. If a DCE is incorrectly Delivered or specifies a time less than the agreed time, the DCE shall be deemed invalid and void and Seller or Buyer shall be required to Deliver a new DCE.

H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign and Deliver mutual instructions to cancel the sale and escrow and release deposits, if any, to the Party entitled to the funds, less **(i)** fees and costs paid by Escrow Holder on behalf of that Party, if required by this Agreement; and **(ii)** any escrow cancellation fee charged to that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. **A release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. A Party may be subject to a civil penalty of up to $1,000 for refusal to Sign cancellation instructions if no good faith dispute exists as to which Party is entitled to the deposited funds (Civil Code § 1057.3). Note: Neither Agents nor Escrow Holder are qualified to provide any opinion on whether either Party has acted in good faith or which Party is entitled to the deposited funds. Buyer and Seller are advised to seek the advice of a qualified California real estate attorney regarding this matter.**

18. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless Otherwise Agreed. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. Buyer acknowledges that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
19. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property condition within the time specified in **paragraph 3J**, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to **paragraph 7B**; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
20. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless Otherwise Agreed, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, Seller rental payments, OA regular assessments due prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. Seller shall pay any OA special or emergency assessments due prior to Close Of Escrow. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and OA special or emergency assessments that are due after Close Of Escrow. Property will be reassessed upon change of ownership. Any supplemental tax bills delivered to Escrow Holder prior to closing shall be prorated and paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). Seller agrees all service fees, maintenance costs and utility bills will be paid current up and through the date of Close Of Escrow. TAX BILLS AND UTILITY BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
21. **BROKERS AND AGENTS:**
    A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
    B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Agent: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Agent; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
    C. **BROKERAGE:** Neither Buyer nor Seller has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as specified in this Agreement, in connection with any act relating to the Property, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this Agreement. Buyer and Seller each agree to indemnify and hold the other, the Brokers specified herein and their agents, harmless from and against any costs, expenses or liability for compensation claimed inconsistent with the warranty and representation in this paragraph.
22. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
    A. **The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: **paragraphs 1, 3A, 3B, 3D-G, 3N(2), 3Q, 3S, 4A, 4B, 5A(1-2) 5D, 5E, 11A, 11D(2), 16 (except 16D), 17H, 20, 21A, 22, 26, 32, 34, 35, 39, 40, and paragraph 3 of the Real Estate Brokers Section.** If a Copy of the separate compensation agreement(s) provided for in **paragraph 21A** or **paragraph 3 of the Real Estate Brokers Section** is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned.
    B. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder. To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller shall Sign and return Escrow Holder's general provisions or supplemental instructions within the time specified in **paragraph 3N(2)**. Buyer and Seller shall execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 Days**, shall pay to Escrow Holder or OA or OA management company or others any fee required by **paragraphs 3**, **8**, **11**, or elsewhere in this Agreement.

C. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** after **Acceptance**. Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title Company when received from Seller, if a separate company is providing title insurance. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under **paragraph 11A**, Escrow Holder shall deliver to Buyer, Buyer's Agent, and Seller's Agent a Qualified Substitute statement that complies with federal Law. If Escrow Holder's Qualified Substitute statement does not comply with federal law, the Parties instruct escrow to withhold all applicable required amounts under **paragraph 11A**.

D. Agents are not a party to the escrow except for the sole purpose of receiving compensation pursuant to **paragraph 21A and paragraph 3 of the Real Estate Brokers Section**. If a Copy of the separate compensation agreement(s) provided for in either of those paragraphs is deposited with Escrow Holder by Agent, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s).Buyer and Seller irrevocably assign to Brokers compensation specified in **paragraph 21A**, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

E. Buyer and Seller acknowledge that Escrow Holder may require invoices for expenses under this Agreement. Buyer and Seller, upon request by Escrow Holder, within **3 Days** or within a sufficient time to close escrow, whichever is sooner, shall provide any such invoices to Escrow Holder.

F. Upon receipt, Escrow Holder shall provide Buyer, Seller, and each Agent verification of Buyer's deposit of funds pursuant to **paragraph 5A(1) and 5A(2)**. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify each Agent: **(i)** if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or **(ii)** if Buyer and Seller instruct Escrow Holder to cancel escrow.

G. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.

23. **SELECTION OF SERVICE PROVIDERS:** Agents do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Agent or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

24. **MULTIPLE LISTING SERVICE ("MLS"):** Agents are authorized to report to the MLS that an offer has been accepted and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS. Buyer acknowledges that: **(i)** any pictures, videos, floor plans (collectively, "Images") or other information about the Property that has been or will be inputted into the MLS or internet portals, or both, at the instruction of Seller or in compliance with MLS rules, will not be removed after Close Of Escrow; **(ii)** California Civil Code § 1088(c) requires the MLS to maintain such Images and information for at least three years and as a result they may be displayed or circulated on the Internet, which cannot be controlled or removed by Seller or Agents; and **(iii)** Seller, Seller's Agent, Buyer's Agent, and MLS have no obligation or ability to remove such Images or information from the Internet.

25. **ATTORNEY FEES AND COSTS:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in **paragraph 37A.**

26. **ASSIGNMENT:** Buyer shall have the right to assign all of Buyer's interest in this Agreement to Buyer's own trust or to any wholly owned entity of Buyer that is in existence at the time of such assignment. Otherwise, Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Prior to any assignment, Buyer shall disclose to Seller the name of the assignee and the amount of any monetary consideration between Buyer and assignee. Buyer shall provide assignee with all documents related to this Agreement including, but not limited to, the Agreement and any disclosures. If assignee is a wholly owned entity or trust of Buyer, that assignee does not need to re-sign or initial all documents provided. Whether or not an assignment requires seller's consent, at the time of assignment, assignee shall deliver a letter from assignee's lender that assignee is prequalified or preapproved as specified in **paragraph 6B**. Should assignee fail to deliver such a letter, Seller, after first giving Assignee an Notice to Buyer to Perform, shall have the right to terminate the assignment. Buyer shall, within the time specified in **paragraph 3K**, Deliver any request to assign this Agreement for Seller's consent. If Buyer fails to provide the required information within this time frame, Seller's withholding of consent shall be deemed reasonable. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless Otherwise Agreed by Seller (C.A.R. Form AOAA).

27. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns, except as otherwise provided herein.

28. **ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: **(i)** Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; **(ii)** Agent(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; **(iii)** Agent(s) has/have made no representation concerning the existence, testing, discovery, location, and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and **(iv)** Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discover, location and evaluation of/for, and risks posed by, environmentally hazardous substances, in any, located on or potentially affecting the Property.

29. **AMERICANS WITH DISABILITIES ACT:** The Americans With Disabilities Act ("ADA") prohibits discrimination against individuals with disabilities. The ADA affects almost all commercial facilities and public accommodations. Residential properties are not typically covered by the ADA, but may be governed by its provisions if used for certain purposes. The ADA can require, among other things, that building be made readily accessible to the disabled. Different requirements apply to new construction, alterations to existing buildings, and removal of barriers in existing buildings. Compliance with the ADA may require significant costs. Monetary and injunctive remedies may be incurred if the Property is not in compliance. A real estate broker or agent does not have the technical expertise to determine whether a building is in compliance with ADA requirements, or to advise a principal on those requirements. Buyer and Seller are advised to contact a qualified California real estate attorney, contractor, architect, engineer, or other qualified professional of Buyer or Seller's own choosing to determine to what degree, if any, the ADA impacts that principal or this transaction.

30. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.

31. **COPIES:** Seller and buyer each represent that Copies of all reports, certificates, approvals, and other documents that are furnished to the other are true, correct, and unaltered Copies of the original documents, if the originals are in the possession of the furnishing party.
32. **DEFINITIONS and INSTRUCTIONS:** The following words are defined terms in this Agreement, shall be indicated by initial capital letters throughout this Agreement, and have the following meaning whenever used:
    A. **"Acceptance"** means the time the offer or final counter offer is fully executed, in writing, by the recipient Party and is Delivered to the offering Party or that Party's Authorized Agent.
    B. **"Agent"** means the Broker, salesperson, broker-associate or any other real estate licensee licensed under the brokerage firm identified in **paragraph 2B**.
    C. **"Agreement"** means this document and any counter offers and any incorporated addenda or amendments, collectively forming the binding agreement between the Parties. Addenda and amendments are incorporated only when Signed and Delivered by all Parties.
    D. **"As-Is"** condition: Seller shall disclose known material facts and defects as specified in this Agreement. Buyer has the right to inspect the Property and, within the time specified, request that Seller make repairs or take other corrective action, or exercise any contingency cancellation rights in this Agreement. Seller is only required to make repairs specified in this Agreement or as Otherwise Agreed.
    E. **"Authorized Agent"** means an individual real estate licensee specified in the Real Estate Broker Section.
    F. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the Parties.
    G. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded for any real property, or the date of Delivery of a document evidencing the transfer of title for any non-real property transaction.
    H. **"Copy"** means copy by any means including photocopy, facsimile and electronic.
    I. **Counting Days** is done as follows unless Otherwise Agreed: (1) The first Day after an event is the first full calendar date following the event, and ending at 11:59 pm. For example, if a Notice to Buyer to Perform (C.A.R. form NBP) is Delivered at 3 pm on the 7th calendar day of the month, or Acceptance of a counter offer is personally received at 12 noon on the 7th calendar day of the month, then the 7th is Day "0" for purposes of counting days to respond to the NBP or calculating the Close Of Escrow date or contingency removal dates and the 8th of the month is Day 1 for those same purposes. (2) All calendar days are counted in establishing the first Day after an event. (3) All calendar days are counted in determining the date upon which performance must be completed, ending at 11:59 pm on the last day for performance ("Scheduled Performance Day"). (4) After Acceptance, if the Scheduled Performance Day for any act required by this Agreement, including Close Of Escrow, lands on a Saturday, Sunday, or legal holiday, the performing party shall be allowed to perform on the next day that is not a Saturday, Sunday or legal holiday ("Allowable Performance Day"), and ending at 11:59 pm. (5) For the purposes of COE, any day that the Recorder's office in the County where the Property is located is closed, the COE shall occur on the next day the Recorder's office in that County is open. (6) COE is considered Day 0 for purposes of counting days Seller is allowed to remain in possession, if permitted by this Agreement.
    J. **"Day"** or **"Days"** means calendar day or days. However, delivery of deposit to escrow is based on business days.
    K. **"Deliver", "Delivered" or "Delivery"** of documents, unless Otherwise Agreed, means and shall be effective upon personal receipt of the document by Buyer or Seller or their Authorized Agent. Personal receipt means **(i)** a Copy of the document, or as applicable, link to the document, is in the possession of the Party or Authorized Agent, regardless of the Delivery method used (i.e. e-mail, text, other), or **(ii)** an Electronic Copy of the document, or as applicable, link to the document, has been sent to any of the designated electronic delivery addresses specified in the Real Estate Broker Section on page 16. After Acceptance, Agent may change the designated electronic delivery address for that Agent by, in writing, Delivering notice of the change in designated electronic delivery address to the other Party. Links could be, for example, to DropBox or GoogleDrive or other functionally equivalent program. If the recipient of a link is unable or unwilling to open the link or download the documents or otherwise prefers Delivery of the documents directly, Recipient of a link shall notify the sender in writing, within **3 Days** after Delivery of the link (C.A.R. Form RFR). In such case, Delivery shall be effective upon Delivery of the documents and not the link. Failure to notify sender within the time specified above shall be deemed consent to receive, and Buyer opening, the document by link.
    L. **"Electronic Copy"** or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
    M. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
    N. **"Legally Authorized Signer"** means an individual who has authority to Sign for the principal as specified in **paragraph 39** or **paragraph 40.**
    O. **"Otherwise Agreed"** means an agreement in writing, signed by both Parties and Delivered to each.
    P. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
    Q. **"Sign" or "Signed"** means either a handwritten or Electronic Signature on an original document, Copy or any counterpart.
33. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the terms and conditions herein. The individual Liquidated Damages and Arbitration of Disputes paragraphs are incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a Counter Offer or addendum. **If at least one but not all Parties initial, a Counter Offer is required until agreement is reached.** Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance and to market the Property for backup offers after Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing. By signing this offer or any document in the transaction, the Party Signing the document is deemed to have read the document in its entirety.
34. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as Otherwise Agreed, this Agreement shall be interpreted, and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**

35. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraph 39** and **40** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California and **(ii)** shall Deliver to the other Party and Escrow Holder, as specified in **paragraph 3N(4)**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

36. **LIQUIDATED DAMAGES:**
If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM DID).
Buyer's Initials DS WL / _____ **Seller's Initials** MC / _____

37. **MEDIATION:**
A. The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. The mediation shall be conducted through the C.A.R. Real Estate Mediation Center for Consumers **(www.consumermediation.org)** or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Agents(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Agent.** Mediation fees, if any, shall be divided equally among the Parties involved, and shall be recoverable under the prevailing party attorney fees clause. If, for any dispute or claim to which this paragraph applies, any Party **(i)** commences an action without first attempting to resolve the matter through mediation, or **(ii)** before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
B. **ADDITIONAL MEDIATION TERMS: (i) Exclusions from this mediation agreement are specified in paragraph 38B; (ii) The obligation to mediate does not preclude the right of either Party to seek a preservation of rights under paragraph 38C; and (iii) Agent's rights and obligations are further specified in paragraph 38D.**

38. **ARBITRATION OF DISPUTES:**
A. **The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Agents(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Agent. The arbitration shall be conducted through any arbitration provider or service mutually agreed to by the Parties, OR** ☐ _____ _____. **The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the Parties mutually agree to a different arbitrator. Enforcement of, and any motion to compel arbitration pursuant to, this agreement to arbitrate shall be governed by the procedural rules of the Federal Arbitration Act, and not the California Arbitration Act, notwithstanding any language seemingly to the contrary in this Agreement. The Parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. The arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction.**
B. **EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) Any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; (ii) an unlawful detainer action; and (iii) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code § 2985.**
C. **PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.**
D. **AGENTS: Agents shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Agents(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.**
E. **"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**
"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."
Buyer's Initials _____ / _____ **Seller's Initials** _____ / _____

39. OFFER

A. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless by the date and time specified in **paragraph 3C**, the offer is Signed by Seller and a Copy of the Signed offer is Delivered to Buyer or Buyer's Authorized Agent. **Seller has no obligation to respond to an offer made.**

B. [X] **ENTITY BUYERS: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Buyers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: William Long , _____ .

(4) If a trust, identify Buyer as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

_____ .

C. The VLPA has 16 pages. Buyer acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. BUYER SIGNATURE(S):

DocuSigned by:
(Signature) By, William Long 8BA412EEECD04AB... **Date:** 8/4/2022

Printed name of BUYER: Marin Open Space Trust

[X] Printed Name of Legally Authorized Signer: William Long Title, if applicable, Chairman

(Signature) By, _____ **Date:** _____

Printed name of BUYER: _____

[ ] Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

[ ] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

40. ACCEPTANCE

A. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement and authorizes Agent to Deliver a Signed Copy to Buyer.

Seller's acceptance is subject to the attached Counter Offer or Back-Up Offer Addendum, or both, checked below. Seller shall return and include the entire agreement with any response.

[X] **Seller Counter Offer** (C.A.R. Form SCO or SMCO)

[ ] **Back-Up Offer Addendum** (C.A.R. Form BUO)

B. [ ] **Entity Sellers: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure form (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)**

(1) One or more Sellers is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 35** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is/are: _____ , _____ .

(4) If a trust, identify Seller as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust). If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

_____ .

C. The VLPA has 16 pages. Seller acknowledges receipt of, and has read and understands, every page and all attachments that make up the Agreement.

D. SELLER SIGNATURE(S):

(Signature) By, Mary Conversano **Date:** 8/9/2022

Printed name of SELLER: Mary Conversano Trust

[X] Printed Name of Legally Authorized Signer: Mary Conversano Title, if applicable, Trustee

(Signature) By, _____ **Date:** _____

Printed name of SELLER: _____

[ ] Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

[ ] IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

OFFER NOT ACCEPTED: ____ / ____ No Counter Offer is being made. This offer was not accepted by Seller _____ (date)
Seller's Initials

Property Address: *Theresa Dr, San Anselmo, CA 94960* Date: *August 3, 2022*

REAL ESTATE BROKERS SECTION:

1. **Real Estate Agents are not parties to the Agreement between Buyer and Seller.**
2. **Agency relationships are confirmed as stated in paragraph 2.**
3. **Cooperating Broker Compensation:** Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.
4. **Presentation of Offer:** Pursuant to the National Association of REALTORS® Standard of Practice 1-7, if Buyer's Agent makes a written request, Seller's Agent shall confirm in writing that this offer has been presented to Seller.
5. **Agents' Signatures and designated electronic delivery address:**

A. Buyer's Brokerage Firm *Conservation Land Group, Inc.* Lic. # *01277136*
By DocuSigned by: Kevin Knowles *Raymond Kevin Knowles* Lic. # *00969009* Date 8/3/2022
By B6BF02F8828D40F... Lic. # Date
☐ More than one agent from the same firm represents Buyer. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Buyer. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es):
Email *kevin@conserveland.com* Text # *(415)806-3994*
Alternate:
☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.
Address *90 Throckmorton Ave Ste 18* City *Mill Valley* State *CA* Zip *94941-1949*

B. Seller's Brokerage Firm *Holmes Burrell* Lic. #
By *Arundell Burrell* Lic. # 01393086 Date 8/10/2022
By Lic. # Date
☐ More than one agent from the same firm represents Seller. Additional Agent Acknowledgement (C.A.R. Form AAA) attached.
☐ More than one brokerage firm represents Seller. Additional Broker Acknowledgement (C.A.R. Form ABA) attached.

Designated Electronic Delivery Address(es) (To be filled out by Seller's Agent):
Email *arun@holmesburrell.com* Text # *(415)505-5924*
Alternate:
☐ if checked, Delivery shall be made to the alternate designated electronic delivery address only.
Address *181 Third St* City *San Rafael* State *CA* Zip *94901*

ESCROW HOLDER ACKNOWLEDGMENT:
Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $), Counter Offer numbers and , and agrees to act as Escrow Holder subject to **paragraph 19** of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.
Escrow Holder is advised by that the date of Acceptance of the Agreement is
Escrow Holder Escrow #
By Date
Address
Phone/Fax/E-mail
Escrow Holder has the following license number #
☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: / Seller's Brokerage Firm presented this offer to Seller on (date).
Broker or Designee Initials

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CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, 11/13)

Property Address: ***Theresa Dr , San Anselmo, CA 94960*** ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. **YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

1. **FINANCE:** Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. **CONSTRUCTION COSTS:** If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. **UTILITIES:** Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. **ENVIRONMENTAL SURVEY:** Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials (DS WL) (_____) Seller's Initials (MC) (_____)

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Conservation Land Group, Inc, 90 THROCKMORTON AVE STE 18 Mill Valley, CA 94941-1309 Phone: (415)806-3994 Fax: Conversano
Raymond Knowles Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Property Address: ***Theresa Dr , San Anselmo, CA 94960*** Date: _____

5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(x)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER Mary Conversano Date 8/9/2022
Mary Conversano Trust

SELLER _____ Date _____

BUYER DocuSigned by: William Long Date 8/4/2022
Marin Open Space Trust

BUYER _____ Date _____

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CALIFORNIA ASSOCIATION OF REALTORS®

FAIR APPRAISAL ACT ADDENDUM

(C.A.R. Form FAAA, 6/22)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Other _____ ("Agreement"), dated _____, on property known as Theresa Dr , San Anselmo, CA 94960 ("Property"), in which Mary Conversano Trust is referred to as ("Seller") and Marin Open Space Trust is referred to as ("Buyer").

Any appraisal of the property is required to be unbiased, objective, and not influenced by improper or illegal considerations, including, but not limited to, any of the following: race, color, religion (including religious dress, grooming practices, or both), gender (including, but not limited to, pregnancy, childbirth, breastfeeding, and related conditions, and gender identity and gender expression), sexual orientation, marital status, medical condition, military or veteran status, national origin (including language use and possession of a driver's license issued to persons unable to provide their presence in the United States is authorized under federal law), source of income, ancestry, disability (mental and physical, including, but not limited to, HIV/AIDS status, cancer diagnosis, and genetic characteristics), genetic information, or age.

If a buyer or seller believes that the appraisal has been influenced by any of the above factors, the seller or buyer can report this information to the lender or mortgage broker that retained the appraiser and may also file a complaint with the Bureau of Real Estate Appraisers at https://www2.brea.ca.gov/complaint/ or call (916) 552-9000 for further information on how to file a complaint.

By signing below, Buyer and Seller has each read, understands and acknowledges receipt of a copy of this Fair Appraisal Act Addendum.

Buyer William Long — Date 8/4/2022
BBA413EEECDC448...
Marin Open Space Trust

Buyer _____ Date _____

Seller Mary Conversano — Date 8/9/2022
Mary Conversano Trust

Seller _____ Date _____

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EQUAL HOUSING OPPORTUNITY

CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY, DISCLOSURE AND NOTICE

(C.A.R. Form CCPA, Revised 12/21)

The California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information ("PI") that is collected by companies with whom they do business. Under the CCPA, PI is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you. PI could potentially include photographs of, or sales information about, your property.

During the process of buying and selling real estate your PI will be collected and likely shared with others, including real estate licensees, a Multiple Listing Service, real estate internet websites, service providers, lenders, and title and escrow companies, to name several possibilities. Businesses that are covered by the CCPA are required to grant you various rights in your PI, including the right to know what PI is collected, "opt out" or stop the transfer of your PI to others, and the right to request that the business delete your PI entirely. You may get one or more notices regarding your CCPA rights from businesses you interact with in a real estate transaction. However, not all businesses that receive or share your PI are obligated to comply with the CCPA. Also, even businesses that are otherwise covered under the CCPA may have a legal obligation to maintain PI, notwithstanding your instruction to the contrary. For instance, regardless of whether they are covered by CCPA, under California law, brokers and Multiple Listing Services are required to maintain their records for 3 years. If you wish to exercise your rights under CCPA, where applicable, you should contact the respective business directly.

You can obtain more information about the CCPA and your rights under the law from the State of California Department of Justice (oag.ca.gov/privacy/ccpa).

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory, Disclosure and Notice.

Buyer/Seller/Landlord/Tenant DocuSigned by: William Long BBA413EE5CDC448... Date 8/4/2022

Marin Open Space Trust

Buyer/Seller/Landlord/Tenant _____ Date _____

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EQUAL HOUSING OPPORTUNITY

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STAFF REPORT

TOWN OF SAN ANSELMO Item #: 2.1

MEETING DATE: February 13, 2024

AGENDA TITLE: Traffic Calming Program

FROM: Sean Condry, P.E., Public Works Director

RECOMMENDATION:

That the Town Council approve a Traffic Calming Program along with funds from Active Transportation Funding on an annual basis for traffic calming.

BACKGROUND AND DISCUSSION

On September 12, 2023, Town Council heard an update and review of the existing Traffic Calming Guidelines. Historically Public Works has received numerous concerns about speeding cars on our local streets. Over the past year or more at least 8 requests for traffic calming have been submitted for various streets. However, typically the process includes looking at education, enforcement, and engineering in that order and in terms of cost. Therefore, expenditures on actual infrastructure improvements are limited based on the process, available funds and on engineering judgement.

Based on the review and feedback from Council, Public Works is recommending that on an annual basis $50,000 be allocated towards a Traffic Calming Program. Funds spent on traffic calming will be based on concerns from residents, priority of the work, and engineering.

A common request is for speed humps which can slow down traffic while still allowing emergency vehicle access and not limiting response times. Public works has recently installed new speed humps on San Anselmo Avenue which appear to be working but a speed survey will be conducted to determine the impact on the street. Along with installing speed humps, new signage and appropriate locations with existing or new streetlights is required for speed humps which further increases the cost.

Staff estimates that anywhere from 1-3 projects could be completed with $50,000 from the Active Transportation fund. In addition, if projects aren't approved in any given year due to feasibility, engineering approval, or other circumstances staff recommends that

the funds roll over so they may be used the following year or years for small or large traffic calming projects.

CONCLUSION

While traffic concerns and their impact to our Town and neighborhoods are always an ongoing issue, the Traffic Calming Guidelines provide a comprehensive and systematic approach to addressing issues that arise. Providing funds through Active Transportation Funds will allow the Town to have a more proactive approach to traffic calming as needed throughout Town based on requests, location, and engineering.

FISCAL IMPACT

For each neighborhood traffic calming analysis, there is a significant fiscal impact in staff time and Town resources. The Town has filled two assistant engineering positions in Public Works which will help address concerns and Town projects. The additional staff along with $50,000 annually from the Active Transportation Fund will help address safety concerns throughout Town.

GENERAL PLAN CONSISTENCY

The Traffic Calming Guidelines are consistent with the Town's General Plan including the goals of the Circulation Element.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Funds spent on existing road improvements are an exemption under CEQA, Class 1 section 15301 existing facilities.

The existing Traffic Calming Guidelines are consistent with the Town's Climate Action Plan including:

T-2: Bicycling
Encourage bicycling as an alternative to vehicular travel. Establish and maintain a system of bicycle facilities that are consistent with the Town's Bicycle and Pedestrian Plan and Complete Streets policies.

T-3: Walking
Encourage walking as an alternative to vehicular travel through outreach channels and partner agencies. Establish and maintain a system of pedestrian facilities that are consistent with the Town's Bicycle and Pedestrian Master Plan and Complete Streets policies. Develop a sidewalk improvement program and consider when property owners will be required to install sidewalks or pay fees in lieu of providing sidewalks to fund sidewalk improvement program.

T-4: Safe Routes to School
Continue to support the Safe Routes to School Program and strive to increase bicycling, walking, carpooling, and taking public transit to school. Promote school participation, identify issues associated with unsafe bicycle and pedestrian facilities between neighborhoods and schools, apply for Safe Routes to School grants, and execute plans to improve pedestrian and bicycle facilities.

ATTACHMENTS

Attachment 1 - Traffic Calming Guidelines Staff Report 9/12/23

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 3.1

MEETING DATE: September 12, 2023

AGENDA TITLE: Traffic Calming Guidelines Discussion

FROM: Sean Condy, P.E., Public Works Director

RECOMMENDATION:

That the Town Council receive an update on the Traffic Calming Guideline procedures.

BACKGROUND

In the early 2000s the Town created the Traffic Calming Guidebook, which was intended to provide a process for residents and staff to address traffic safety concerns throughout San Anselmo. While this guidebook has been beneficial and still has many relevant traffic calming tools, the guidebook needs needed to be updated in response to traffic safety concerns throughout the Town at the time.

On May 9th of 2015, the Town held a Traffic Calming Open House to introduce the idea of traffic calming and the potential tools that San Anselmo could use on their neighborhood streets. The Central Marin Police Authority (CMPA), Ross Valley Fire Department (RVFD), Town Staff, and transportation consultants were present to facilitate and answer questions and comments from the public.

Based on input received at the Open House and lessons learned from implementing traffic calming programs throughout Marin County and the Bay Area, Staff along with David Parisi of Parisi Transportation Consultants prepared the attached Traffic Calming Guidebook (Attachment 1). A key element of the updated guidebook is a description of the process required of residents and Town staff to implement neighborhood traffic calming policies. The guidebook also updates the toolbox of traffic calming measures that can be implemented in the Town.

On March 8, 2016, a staff report, Attachment 1, on the draft Traffic Calming Guidebook was presented to Council to review. On May 10, 2016, the Town Council approved the Traffic Calming Guidelines. Traffic Calming is defined as the management of vehicular

traffic speeds and volumes through educational, enforcement and/or engineering measures so their negative impacts on residents, pedestrians, bicyclists and schools are minimized.

The goals of the Town's Traffic Calming Program are to:

- Improve the safety and quality of life for residents, pedestrians, bicyclists, motorists, and students.
- Promote compliance with traffic laws while minimizing reliance on police resources.
- Approach residential traffic problems in a fair, consistent, and comprehensive manner.
- Establish a program that functions consistently with, and as a complement to, other Town transportation programs and policies (particularly those related to Safe Routes to Schools and the Town's adopted Bicycle and Pedestrian Plan).
- Recognize the unique character and integrated nature of the town's streets, so that traffic and inappropriate driver behavior is not shifted onto other neighborhood streets.
- Regularly use all available means of community outreach to encourage the availability and use of the program to interested residents, as well as inform the broader community.
- Monitor and evaluate traffic calming measures and procedures over time so that the adopted program remains timely and effective.
- Use traffic calming measures appropriate to the traffic problems, and problems and limit any potential adverse aesthetic and cumulative impacts to individual streets, the neighborhood, and the community.

DISCUSSION

The Town has many local narrow and winding streets with a state prima facie vehicular speed limit of 25 mph. However, 25 mph on many of the local streets can appear to be much faster and, in many instances, may be too fast. Therefore, many concerns are received throughout the year on an ongoing basis and the guidelines are a tool to help residents and staff identify, manage, and address traffic related issues in an organized and thorough manner.

Typically, initial contact is made by a resident regarding a concern on a town street. Staff will often meet at the area of concern and gather some information while also directing residents to the Traffic Calming Guidelines and the process thereof. The typical approach is as follows:

1. **Education** is first consisting of reaching out to other neighbors, schools and or assistance from Safe Routes to School. If this step doesn't address the issues at hand, then step 2 follows.

2. **Enforcement** is second and often includes Central Marin Police increasing traffic enforcement in the area and installing a temporary stealth radar to determine the 85th percentile speed.
3. **Engineering** is the third tool and is typically last as it is the most expensive option and may include design and actual infrastructure improvements.

Over the past several months, staff has received requests for traffic calming from residents in several residential neighborhoods, and in particular, on San Anselmo Avenue between Center Boulevard and Sir Francis Drake Boulevard. The residents have concerns over apparent speeding vehicles over the state prima facie of 25 mph since few signs are posted. In addition, the residents initially supported new red curbs, but were worried that fewer parked cars may increase vehicle speeds.

The new red curbs on local streets are part of a Town program which staff has been implementing over the years to provide better emergency vehicle access and specifically for large fire engines. This program was previously presented to Council on May 14, 2019 and is a very important program to ensure first responders can safely and quickly respond to emergencies throughout Town including fires, medical emergencies like heart attacks, flooding, etc.

On San Anselmo Avenue, residents believed that the red curbs may have exacerbated the speeding issue. However, as can be seen on Attachment 2 - speed survey, the 85th percentile speed, which is the speed for 85% of the vehicles and the enforceable speed limit, was only 24 mph. This speed survey was conducted when school was out so another survey will be done during the school season.

While the speed was within the prima facie speed limit of 25 mph, there were some vehicles going too fast, but less than 10% of the total vehicles. This information could be used in theory to reduce the speed limit to 20 mph, which the staff is currently reviewing.

In addition, the Town is looking at a shared sign campaign to slow vehicles down on San Anselmo Avenue and potentially other streets. Safe Routes to School also has signage that can be used to educate the public. Lastly, the Town is also looking at potential improvements to the corner of Sir Francis Drake and San Anselmo Avenue which could slow down vehicles making the turn onto San Anselmo Avenue.

CONCLUSION

While traffic concerns and their impact to our Town and neighborhoods are always an ongoing issue, the Traffic Calming Guidelines provide a comprehensive and systematic approach to addressing issues that arise. There is no “one size fits all” for each area or issue that arises, but the current guidelines, when used correctly, can address many issues that arise related to vehicular, bicycle, or pedestrian travel.

FISCAL IMPACT

For each neighborhood traffic calming analysis, there is a significant fiscal impact in staff time. If ultimately any infrastructure improvements are designed and implemented, costs could be significant. Given the recent loss of one engineer, staff has limited bandwidth for the many neighborhood requests.

GENERAL PLAN CONSISTENCY

The Traffic Calming Guidelines are consistent with the Town's General Plan including the goals of the Circulation Element.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The existing Traffic Calming Guidelines are consistent with the Town's Climate Action Plan including:

T-2: Bicycling
Encourage bicycling as an alternative to vehicular travel. Establish and maintain a system of bicycle facilities that are consistent with the Town's Bicycle and Pedestrian Plan and Complete Streets policies.

T-3: Walking
Encourage walking as an alternative to vehicular travel through outreach channels and partner agencies. Establish and maintain a system of pedestrian facilities that are consistent with the Town's Bicycle and Pedestrian Master Plan and Complete Streets policies. Develop a sidewalk improvement program and consider when property owners will be required to install sidewalks or pay fees in lieu of providing sidewalks to fund sidewalk improvement program.

T-4: Safe Routes to School
Continue to support the Safe Routes to School Program and strive to increase bicycling, walking, carpooling, and taking public transit to school. Promote school participation, identify issues associated with unsafe bicycle and pedestrian facilities between neighborhoods and schools, apply for Safe Routes to School grants, and execute plans to improve pedestrian and bicycle facilities.

ATTACHMENTS

Attachment 1 - Traffic Calming Guidelines
Attachment 2 – Speed Survey on San Anselmo Avenue

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 2.2

MEETING DATE: February 13, 2023

AGENDA TITLE: Introduction to the San Anselmo Volunteer Effort (S.A.V.E.) Program

FROM: Kelley Warner, Community Engagement Coordinator

RECOMMENDATION: For the Council to Receive the Presentation and Provide Feedback.

BACKGROUND

The town of San Anselmo started its Volunteer Efforts many years ago. In relaunching the S.AV.E. program the Town can provide a place for connecting local, Town-related event organizers with community members who are looking for ways to volunteer.

DISCUSSION/ANALYSIS

Community gathering is a hallmark of our small Town. The Town will provide a place for connecting local, Town-related event organizers with community members who are looking for ways to volunteer. Opportunities span from the civic involvement of a Board, Committee, and Commission to a monthly work party, to a one-morning beautification event. This engagement will include a volunteer management software platform which makes it very streamlined and easy for all to use.

FISCAL IMPACT

Funds left from previous years will be utilized.

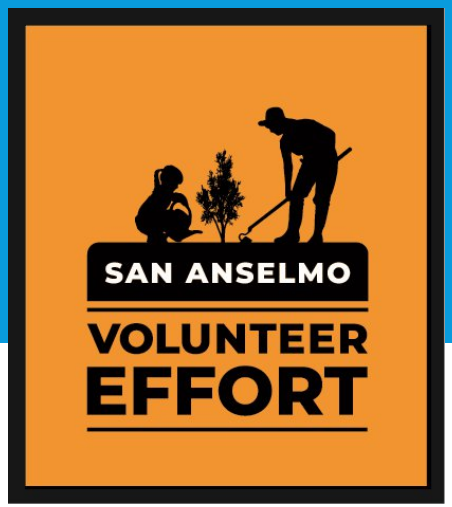
CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Relaunching the San Anselmo Volunteer Program 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).

ATTACHMENT
Attachment 1- Presentation

RELAUNCH OF:



SAN ANSELMO VOLUNTEER EFFORT

FACILITATING A VOLUNTEER HUB:

Community gathering is a hallmark of our small Town.

The Town can provide a place for connecting local, Town-related event organizers with community members who are looking for ways to volunteer, to include:

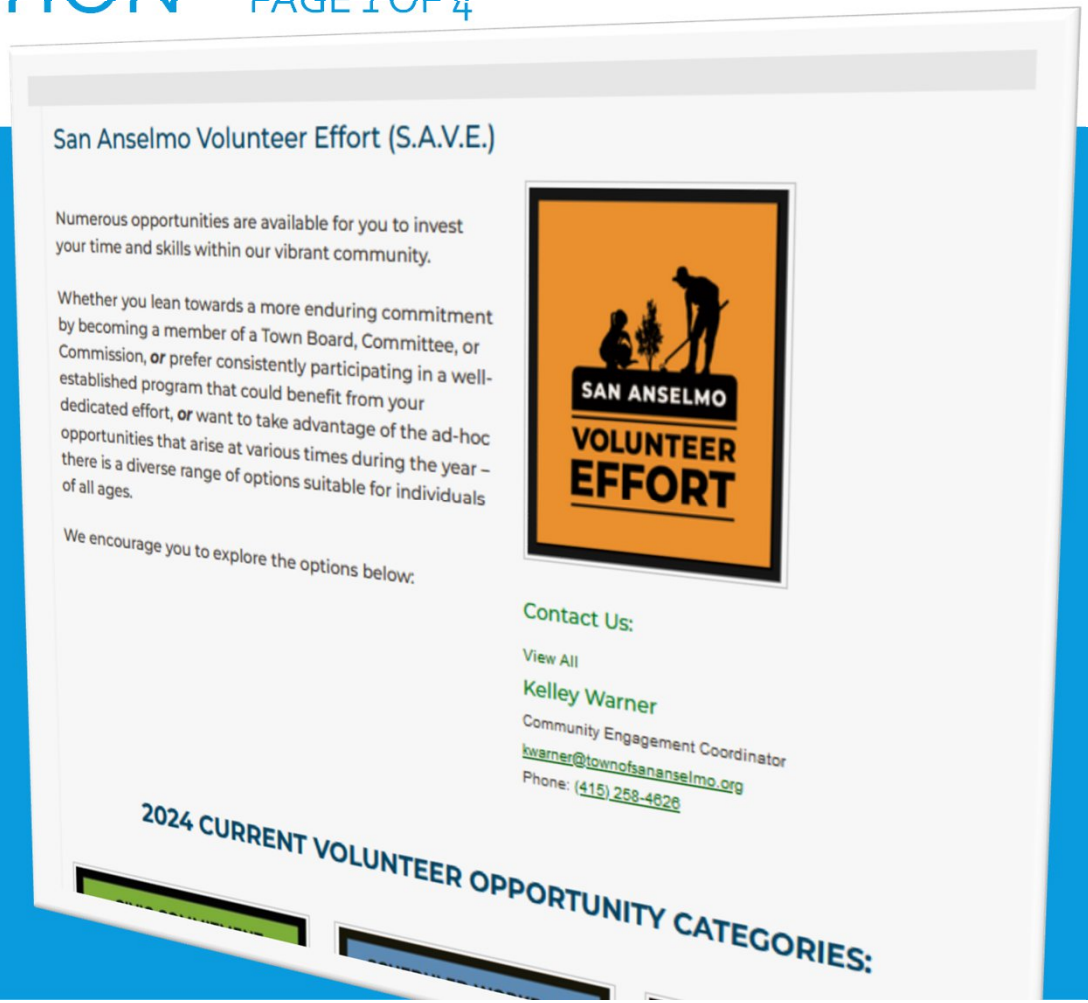
- Website
- Calendars of events with volunteer needs
- Communication between staff and Board, Committee and Commission members and Town partners
- Form for event organizers to communicate their workday/event info volunteer needs for populating the calendar/website
- Volunteer management software for event coordinators to manage volunteers and volunteers to track hours served



WEBSITE COORDINATION - PAGE 1 OF 4

SAVE - Landing Page:

- Delineates between the volunteer categories
- Provides explanation & links to each category:
  - Civic: Boards, Committees and Commissions
  - Established Volunteer Programs or workdays
  - Immediate and Short-term Volunteer Opportunities



WEBSITE COORDINATION – PAGE 2 OF 4

SAN ANSELMO VOLUNTEER EFFORT

Boards, Committees & Commissions:

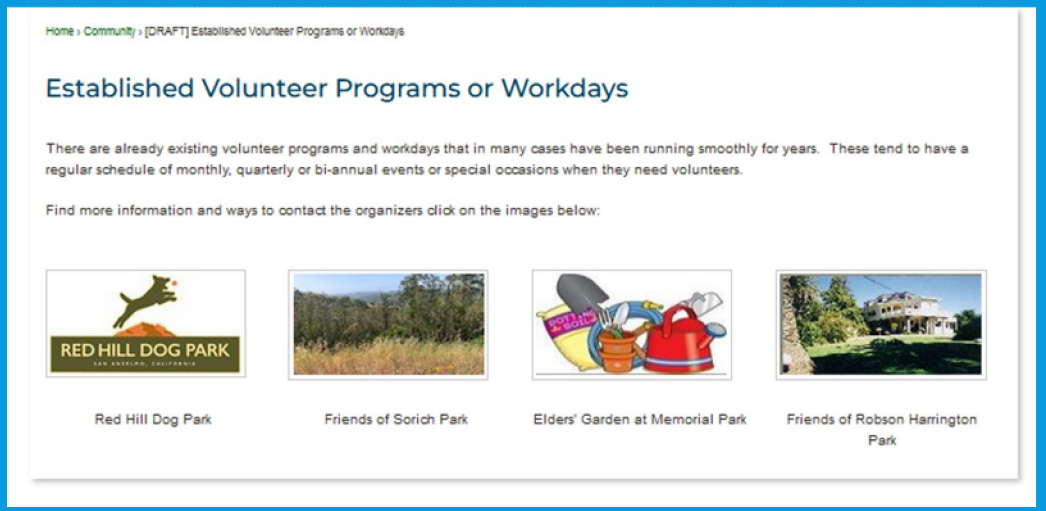
- Detailed page with overview, list of vacancies, and application information
- Links to each of the BCC's pages that contain more detailed information specific to each of those entities



WEBSITE COORDINATION - PAGE 3 OF 4

Established Volunteer Programs or Workdays page:

- Highlights each organization in this category with a link to their webpage or site
- Examples in this category: Redhill Dog Park, Friends of Sorich Park, Elders' Garden, Friends of the Library



WEBSITE COORDINATION - PAGE 4 OF 4

Immediate and Short-term Volunteer Opportunities page:

- Calendar View for ease of navigating
- Highlights each workday/program/event in this category with a link to their webpage or site
- Examples in this category: Easter Egg Hunt, Millennium Playground Work Party, Beatles, Park Clean-up, Creek Clean-up



COMMUNITY PUBLICITY PLAN:



SAN ANSELMO VOLUNTEER EFFORT

- Town Manager's Newsletter
- Rec Department Newsletter
- Library Newsletter
- Website Spotlight
- Summer Recreation Guide Ad
- Social Media
- Flyer on Town bulletin boards

NEXT STEPS – FOR LONG-TERM SUCCESS:

- Finalize website
- Purchase domains for SAVE
- Finalize organizer info and volunteer need form
- Staff communicate out to BCC members & other Town partners
- Event information added to website
- Volunteer management software contract + instructions to BCC's + other organizers
- ✓ Presented to Parks & Rec Commission – January 16, 2024
- Presentation to Town Council – February 13, 2024
- Launch with publicity plan – tentative March 2, 2024



STAFF REPORT

TOWN OF SAN ANSELMO Item #:2.3

MEETING DATE: 2/13/24

AGENDA TITLE: Consideration of Special Event Application – Live on The Avenue 2024

FROM: Mattie O'Grady – Recreation Manager
Kelley Warner – Community Engagement Coordinator

Dannielle Mauk – Community Services Director
Sean Condry – Public Works Director

RECOMMENDATION:

1. Approve the 'San Anselmo Live on the Avenue' music series event application (Attachment 1) scheduled for Fridays and Saturdays from July 5, 2024, through September 28, 2024.
2. Approve closing San Anselmo Avenue Friday and Saturday evenings, July 5, 2024, through September 28, 2024, from 4:30pm to 9:30pm. Street closure to include San Anselmo Avenue from Tunstead to Tamalpais, and San Anselmo Avenue from (little) Pine St. to Woodland Ave (Attachment 2).
3. Approve proposed budget for logistics and event expenses.

BACKGROUND

On June 9, 2020, the Town Council approved an urgency ordinance and resolution authorizing the Town Manager to allow temporary outdoor activities, encroachment agreements for outdoor dining areas, other outdoor uses for businesses, street closures for outdoor events, and the temporary suspension certain fees. With the approval of the ordinance and resolution staff created the "On the Avenue" program which closed parts of San Anselmo Avenue Friday night through Sunday. However, based on feedback from merchants, this was revised to limit closures to Friday and Saturday evenings. On May 25, 2021, Council approved the 'On the Avenue' music series and street closures for summer 2021. San Anselmo Avenue was closed from Tunstead Avenue to Tamalpais Avenue Friday nights from 6:00pm to 10:30pm and Saturday nights from 5:00pm to 10:30pm. The Recreation Department booked bands during August and September and the community responded by filling the downtown area every weekend. As a result of the popularity of these events, 'On the avenue 'was extended through the month of October. In April 2022, Council approved the 'Live on the Avenue' music

series and street closures for summer 2022. San Anselmo Avenue was closed from Tunstead Avenue to Tamalpais Avenue Friday and Saturday nights from 6:00-10:00pm while bands played from 6:00-8:30pm. The Recreation Department booked bands from July 1st through October 15th. The Chamber of Commerce was approved to host and coordinate the series during the month of June. During the 2022 season there were 78 live music events on the Avenue. In February 2023, Council approved the 'Live on the Avenue' music series and street closures for summer 2023. San Anselmo Avenue was closed from Tunstead Avenue to Tamalpais Avenue Friday and Saturday nights from 4:30-9:30pm while bands played from 5:30-8:30pm. The Recreation Department booked bands from June 9th through September 30th. During the 2022 season there were 74 live music events on the Avenue.

In the fall of 2022, a community survey was distributed to the public. Nearly 700 people responded to the survey and 98% of the respondents said they would return next year.

In the fall of 2023, a community survey was distributed to the public. Over 400 people responded to the survey and 95% of the respondents said they would return next year. A few takeaways that the survey pointed out were the continued need for a variety of food, and the want for increased participation of open storefronts along the Avenue.

DISCUSSION/ANALYSIS

In preparation for this meeting staff presented a 2023 review and survey results to both the Economic Development Committee as well as the Town Council.

92% of community respondents and 70% of businesses were satisfied with the timing of the music, and 92% of the community and 74% of the businesses were satisfied with the timing of the street closures.

Staff also distributed the attached letter (Attachment 3) and map (Attachment 2), notifying the merchants about the event application and street closures with a notification of the February 13, 2024, Town Council meeting.

Town staff in partnership with the Chamber of Commerce is recommending the music series and street closures for summer 2024 from July 5th through September 28th, which includes 13 weekends, with entertainment occurring between 5:30 pm-8:30pm. The music series will provide a diverse range of musical genres and family entertainment.

The Town will maintain the responsibility for all event logistics, staffing, infrastructure, and entertainment. The Chamber of Commerce's primary role is assisting with fundraising to financially support the series as well as working with local businesses to activate the Avenue.

<u>Entertainment</u>

Staff would like to propose the same format of entertainment with two concerts on Fridays, and two concerts on Saturdays. In order to make four concerts per weekend

possible, the Town in partnership with the Chamber would have to reach the fundraising goals set-forth under fiscal impact. There is a possibility that the top fundraising goal will not be met.

In addition to the musical entertainment this year, staff is looking to increase additional family and children's entertainment options to really help activate the Avenue. Imagination Park would be the perfect designated location and/or on the Avenue close to Tamalpais. Town staff is working to partner with community groups to host activities, or book independent acts to perform.

Permitting

In order keep the event safe and under control staff will be implementing a permitting process for anyone who wants to have something on the Avenue – which includes food, activities, and vendors. The permit will be a quick form, similar to an encroachment permit. The town will require commercial activity to claim the Town of San Anselmo as additional insured and a minimal fee for the season will be implemented. No fees will be implemented for non-commercial activity.

Event Signage

As we did in 2022 we will have Live on the Avenue light post banners along the Avenue, along with a large banner across the Tunstead Avenue at the entrance to downtown. Banners will be posted at concert locations and at the Hub. Additionally, posters and postcards will be provided to businesses to post in their windows and have at their checkout counters.

Street Closures

This summer staff is recommending that San Anselmo Avenue continue to have a soft closure at 4:30 pm and a hard closure at 5:30 pm, which is the same format and timing that was used in 2023. This format has proved to be more successful by giving public safety time to clear cars from the Avenue while giving the community a place to gather earlier in the evening. The safety of our residents is a high priority. CMPA will have a staff member onsite to assist with parking and traffic.

To help resolve any hardship for merchants if the closures take place prior to 6:00pm, the Town will provide three parking areas with multiple spaces each in the downtown with free and enforced 30-minute parking spaces from 4:30-6:00pm on Fridays & Saturdays to help with customer parking. These designated parking areas are in the Town Hall parking lot (3 spaces closest to Magnolia Avenue), the Creek Park lot (3 spaces closest to Creekside), and the Creek Park lot (3 spaces closest to the Coffee Roaster's Bridge). All the spaces will be clearly marked.

Local Restaurants/Food

Once again, the community survey results reflected the need for more to-go food options and more variety. Although respondents requested food trucks, staff will

continue working with local restaurants to resolve this issue. Staff has a restaurant focus group meeting set for February 12th.

Janitorial Services/Trash
The Town's contracted janitorial service will continue with event sanitation, general waste management, and street attendance services. Staff is interested in working with the Climate Action Commission or another community volunteer group to create a program around waste diversion and education.

FISCAL IMPACT

Staff is recommending a town contribution of $38,832 to cover the infrastructure costs of the three-month series.

Town Funding Request
Staff recommends scheduling nightly attendants through the Town's janitorial company to provide nightly restroom, plaza, and refuse and recycling services. The attendant would also be responsible for helping with the closure and opening of the Avenue at all entrances and exits of the street closure. The estimated cost for these services is $7,540.

Staff recommends booking portable restrooms with regular weekly servicing for the duration of the series. The estimated cost for these services is $3,292.

Staff recommends scheduling a CMPA Community Services Officer to be available at the beginning of each event to help manage parking within the closure area. This would include enforcing the 30-minute spaces. The estimated cost is $5,000.

Staff recommends having a professional presence during each evening of the event. Currently, staff is still deliberating between two options:

Option 1: Schedule a code enforcement officer and public works crew member for each evening. COST: $14,912

Option 2: Contract with a security company to have two security guards each evening. COST: $14,720

Staff would like to build in an additional $8,000 staffing contingency to cover unforeseen staffing costs for overtime and special event help.

Private Fundraising/Sponsorships
The Town and Chamber of Commerce understand this event series is dependent upon private sponsorships and have agreed to work together to track and secure private sponsorships and donations.

In the event the fundraising goal is not met and does not cover the cost of the series, the town can elect to cover the remaining costs or scale back duration of the series.

The sponsorship/fundraising goal for this year is $80,600.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Approving the ‘Live on the Avenue’ event series is not considered 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).

Attachment 1 – Event Application
Attachment 2 – Street Closure Map
Attachment 3 – Merchant Notification Letter
Attachment 4 – Presentation

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: Live on The Avenue 2023

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

Other event sponsor(s), if any: Sponsors & Donors TBD

Contact Person: Mattie O'Grady **Phone Number:** 415-258-4670

Address: 1000 SFD Blvd, Suite #14 **Email:** mogrady@townofsananselmo.org

Event Date(s): Fridays & Saturdays 7/5/24 - 9/28/24

Start and end times: 5:30-10:00pm **Number of attendees (estimate):** 350-1,000/evening

Location: San Anselmo Avenue, Town Hall Plaza, Imagination Park, and Creek Park

Will alcohol be served or sold?

Yes ☐ No ☑

Brief Event Description:

The this event application includes both the street closures and live music. Town staff is proposing street closures occur on San Anselmo Ave between Tunstead and Tampalpais with an additional closure of little Pine to Woodland, on Fridays and Saturdays from July 5th through September 28th. The soft closure will start at 4:30pm and the official closure will be from 5:30-9:30pm. Live music will take place on Fridays and Saturdays sometime between 5:30-9:00pm at bothTown Hall Plaza and possibly Creek Park. No additional third party live music will be permitted.There will be a diverse range of musical genres as well as some family entertainment. The goal of this event is to create community while uplifting our businesses and local economy. This event series will uplift the private sector through sponsorships, merchant participation, and local vendors. The Chamber of Commerce and the Economic Development Committee will work towards involving local business in an effort to activate an already vibrant Ave.

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)** Tunstead Ave. **to** Tamalpais Ave.
☐ **Tunstead Avenue: from (cross streets)** _____ **to** _____
☑ **Other street(s): from (cross streets)** San Anselmo Ave from little Pine St **to** Woodland Ave.
☐ **Other space use (e.g. parking spaces)** _____
☐ **Other Facilities:** _____

Additional Comments on the Public Space Requested:

Back in 2020 there was a closure of Little Pine to Woodland, and after hearing from businesses in that area we are proposing this as an additional closure for 2024.

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 501c(3)
- 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: Mattie O'Grady Date: 1.24.24

NAME OF EVENT: DATE OF EVENT:

DEPARTMENT	COMMENTS/CONDITIONS	APPROVED BY
POLICE		M. Norton
FIRE		J. Weber
RECREATION		D. Mauk
PUBLIC WORKS		S. Condry & A. Shaw
ADMINISTRATION		D. Donery
TOWN COUNCIL		

Luna Ln
Spaulding St
Bridge Ave
Sycamore Ave
Center Blvd
Bridge Ave
San Rafael Ave
Center Blvd
Red Hill Ave
Greenfield Ave
Tamalpais Ave
Kientz Ln
San Anselmo Ave
Anselmo Creek
Bank St
Smith Ln
Lincoln Ave
Magnolia Ave
Library Pl
Magnolia Ave
Tunstead Ave
San Anselmo Ave
Tunstead Ave
Lincoln Ct
Tunstead Ave
Pine St
N Pine St
San Anselmo Ave
Anselmo Creek
Pine St
Woodland Ave
Barber Ave
Sir Francis Drake Blvd
Woodland Ave
Ross Ave
San Anselmo Ave

February 8, 2024

Dear San Anselmo Business Owners & Property Owners:

Live on the Avenue 2023 concluded at the end of September, offering us valuable insights into our program. With the program becoming more established and successful, we're gradually finding our footing with the logistics and overall concept of the event series. We're pleased to share with you that preparations are underway for this upcoming summer's Live on the Avenue series in downtown San Anselmo.

The Community Loves to Gather!

The community has grown accustomed to filling the downtown closed Avenue and the Town parks to listen to music, visit with friends and family, play on the Avenue, and enjoy our downtown restaurants and shops that stayed open for the festivities. This year we were able to track and counted over 31,000 attendees over the course of the entire series!
We heard from over 400 people who took the Town survey about the event series – 95% said they would **definitely return** in 2024.

- 92% were satisfied with the timing of the music
- 92% were satisfied with street closure and timing
- 93% were satisfied with the number of concerts offered
-

People came downtown for the music, and they loved the variety. **The two new movie nights with our CAFilm partnership were also a big hit** and we look forward to adding more this year.

Food:
Again, we heard that food is important, and people still want more takeaway food that they can eat in the parks or on the Avenue – they would love to see more of the local restaurants offering quick, easy options with more variety of food options.

More Stores Open:
65% said they visited stores that were open. People are looking for more to do on the Avenue. While they stroll between music venues, visiting stores that are open is a highlight. 48% of the businesses who took the business survey said they experienced an increase in revenue attributed to Live on the Avenue. 54% of those said they saw a lasting effect in the days after the event.

Safety:
In 2022, safety came up as a theme on many fronts. We addressed many of these in 2023:

- Street closures began at 4:30pm (soft close) with a Central Marin Police cadet enforcing and assisting in getting vehicles off the Avenue safely.
- A private security firm monitored the event space during each evening.
- There was also concern about cyclists riding through the crowds: more signage was added to request cyclists to detour or walk their bikes through the closed Avenue area.
- More bike racks were added along the Avenue to provide easy bike parking access.

Sponsorship Opportunities:
For the 2023 series, we created a sponsorship program with levels and benefits. Thank you to those of you who were sponsors. Additionally, we added a Friends & Family program for our community. We will be making some slight tweaks and returning with those programs this year. Please let us know if you would like some more information on becoming a sponsor – there are many ways to get involved.

Dates:
The 2023 series ran from mid-June through the end of September. After reviewing survey feedback, budgets, attendance tracking data, and discussions with local merchants and restaurants, it was decided that shifting the start to the beginning of July would be more practical. With Father's Day and Graduation weekends in June, the downtown area is already bustling, and it seems logical for Live on the Avenue to commence after that period of activity. The series will still conclude at the end of September, a timeframe that proved effective this year in avoiding unpredictable weather and diminishing daylight.

2024 Series Program Plan:

With all the valuable feedback in mind we have developed a plan for this year's series:

When: Friday and Saturday Nights

Dates: July 5 – September 28, 2024

Street Closure Timing: 4:30-9:30 pm (soft closure at 4:30 pm and hard closure at 5:30 pm)

Live Music: Times will vary, but most entertainment will occur between 5:30-8:30 pm

Music Location: Town Hall Plaza and Creek Park

Avenue Pedestrian Safety:
- The Town will once again have a dedicated Central Marin Police Authority staff member to monitor street closure and safe car removal and cyclists walking bikes on the closed Avenue.
- Closure on San Anselmo Avenue; from Tunstead to Tamalpais Avenues:
    - No parking zone and soft closure both start at 4:30 pm to clear the Avenue
    - Hard street closure: 5:30 pm – 9:30 pm

New Extension Area:
- Adding-in an additional San Anselmo Avenue mini closure from Pine Street parking lot to Woodland Avenue.(requested by those merchants/restaurants).

Customer Parking:
- The Town will once again be providing multiple zones with free and enforced 30-minute parking spaces from 4:30-6:00 pm on Fridays & Saturdays to help with end of day customer parking.
- The designated zones are the Town Hall parking lot (3 spaces), the Creek Park lot (3 spaces close to the Redwood Grove if the County work does not happen), and the Creek Park lot (3 spaces closest to the Coffee Roaster's Bridge). All the spaces will be clearly marked.

Music & Family Entertainment:
- Live music will take place on Fridays and Saturdays between 5:30 – 8:30 pm at Town Hall Plaza and Creek Park.
- There will be a diverse range of musical genres as well as more family entertainment up and down the Avenue.
- The Kid Zone will return in front of 623/621 San Anselmo Avenue

- Family entertainment programing will also continue at Imagination Park
- Information about evening entertainment will be available at: www.LiveOnTheAvenue.org

Town Marketing Plan:
Once again, we are happy to provide each San Anselmo business with tools to help promote Live on the Ave, and clear up any confusion over parking, Avenue closure timing and traffic flow. Please let us know if you would like any of this information delivered to your location:

- Posters for your storefront (with QR code)
- Postcards for your register counter for customers regarding street closures and event information – to help promote getting vehicles off the Avenue by 4:30pm

Other Promotions:

- Live on the Avenue website with detailed and updated information (easily found via QR code on all materials) + Information on Town website.
- Light post banners down the Avenue and a banner strung across Tunstead Avenue at the Town entrance.
- Social media posts - Town manager weekly newsletter, Live on the Avenue weekly newsletter, Instagram (Town and Recreation), Facebook, and Next Door
- Updated parking notices and signage along the Avenue – highlighting the Friday and Saturday closures.
- Signage in the pedestrian crosswalks that promotes the series and highlights the street closure information.

Food Options:
We are continuing to meet and communicate with the Town's restaurants & food/beverage purveyors to discuss the options for providing the Live on the Avenue audience with more grab and go food/beverage options. We would love to have any restaurant owners/managers join in on the discussion so we can work towards solutions to feed the hungry crowds. Please contact: kwarner@townofsananselmo.org – to be added to the distribution list.

Permits:
In order to keep the event safe and under control, we are instituting encroachment permits for anyone who want to have something on the Avenue – this includes food, activities, vendors. The permit is a quick form that includes a certificate of insurance and a minimal fee for the entire season. Details will be provided soon.

Questions/Comments?
We'd like to hear from you! Please email us at: recreation@townofsananselmo.org

The Town Council will be considering and taking action on the details of the 2024 Live on the Avenue series plans at their meeting on Tuesday, February 13 at 7:00pm. It would be helpful to hear your questions and comments prior to that meeting and we encourage you to attend the meeting to show your support. Check the Town website for the complete meeting agenda.

It's going to be another amazing summer in San Anselmo with Live on the Avenue!

Respectfully,

Mattie O'Grady & Kelley Warner

Mattie O'Grady – Recreation Manager
Kelley Warner – Community Engagement Coordinator


LIVE
ON THE
AVENUE
TOWN OF
SAN ANSELMO
EST. 1907
SAN ANSELMO
CHAMBER OF COMMERCE
2024
Event
Series

2024 Season
Framework

Fridays + Saturdays July 5th – September 28th

Street Closures 4:30-9:30pm / Music Sets 5:30-8:30pm

- 26 Evenings of Street Closures
- Continue with live music in Creek Park + Town Hall Plaza
- Kids Zone on the Ave
- Family Entertainment
- Corn Hole Tournaments
- 6 California Film Institute Movies (3 Nights)
- Chamber of Commerce Car Show
- Star Wars Night
- Beatles in the Park (Arts Commission)





2024 Season
New Considerations

Fridays + Saturdays July 5th – September 28th

Street Closures 4:30-9:30pm / Music Sets 5:30-8:30pm

- Extension of street closure to include Little Pine to Woodland Ave
- Consider incorporating a community parade
- New Chamber-led events & programs
- Brainstorming ways to draw teens downtown
- Winner of Teen Battle of the Bands Performance





Calendar Adjustments

	2024	2023
Dates:	July 5 – Sept 28, 2024 Friday & Saturday nights	June 9 – Sept 30, 2023 Friday & Saturday nights

Rational for Adjustments:

July start date:

- June is busy with Father's Day, graduation celebrations, and school closure
- Placer AI data suggests June has lowest attendance
- 3 months is already a significant amount of time for the series

Continue to end in September:

- Cooler evenings, less daylights, and risk of weather makes planning difficult



2024 Theme:

Balancing Safety + Success



Safety & Event Management

Work directly with CMPA's Community Services Officer

Prioritize enforcement of bikes riding on the Ave

Coordinate public safety meeting prior to event

Staffing Options:

Option 1: Schedule a code enforcement officer and public works crew member for each evening. **COST: $14,912**

OR

Option 2: Contract with a security company to have two security guards each evening. **COST: $14,720**

+ $8,000 staffing contingency



Sanitation & Street Closure

Continue with the street closure on San Anselmo Avenue from Tunstead to Tamalpais from **4:30-9:30pm**

Propose **new extension** of street closure on San Anselmo Avenue from (little) Pine to Woodland.

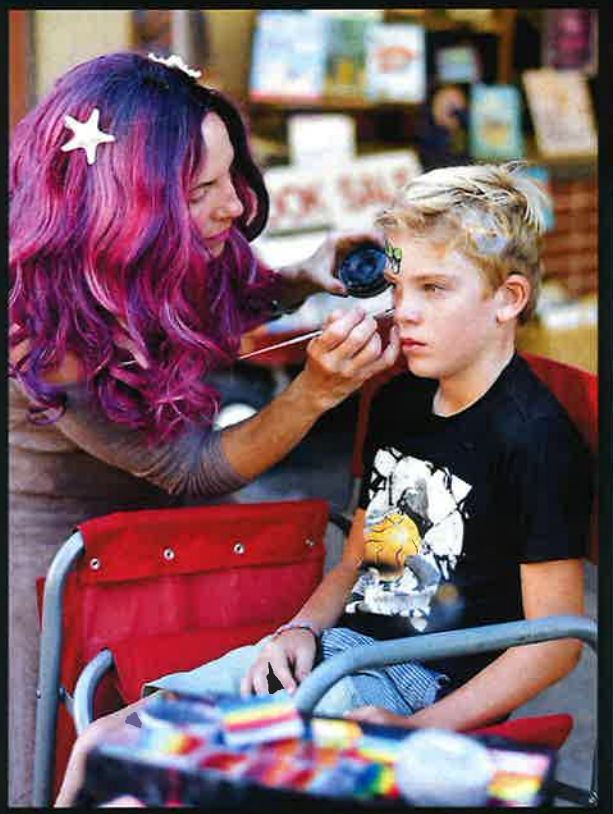
Continue with Good & Clean for janitorial services and street closures. **COST: $7,540**

Continue with portable restrooms and servicing at Creek Park. **COST: $3,292**

Permitting + Oversight

Town staff will be implementing a new and simple permitting process in order to maintain safety and control.

- Maintain clearance for public safety
- Cover liability for the town
- Better curation of programming



Music + Entertainment

Continue offering two concerts per evening at Town Hall and Creek Park from **5:30-8:30pm**

Continue to encourage involvement of youth artists

GOAL: $60,600

Incorporate more family entertainment on the Avenue and in Imagination Park

GOAL: $5,000



Marketing Banners + Signage

- Update parking signage and sponsor banners
- Print new Friends & Family program signage
- Continue to work on bike detours and traffic calming solutions
- Hire a professional photographer

COST: $4,000





LIVE ON THE AVENUE

TOWN OF SAN ANSELMO
EST. 1907

SAN ANSELMO CHAMBER OF COMMERCE



Budget Proposal

2024 Proposed Event Budget

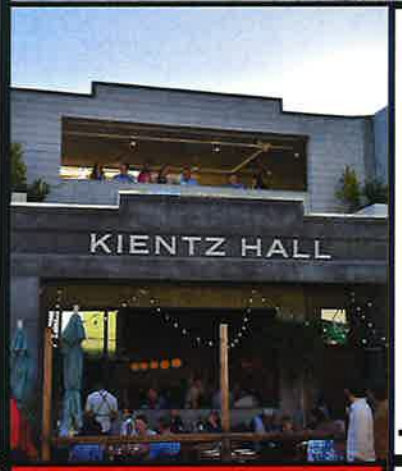
Item	2024 Proposed Amount	2023 Actual Amount
Music/Entertainment	$60,600	$60,600
Banners/Signage/Marketing/Photography	$4,000	$5,191
Additional Family Entertainment	$5,000	$3,227
Event Sanitation & street closure	$10,832	$20,296
CMPA parking/community services officer	$5,000	$4,000
Security/Staffing	$15,000 + $8,000 contingency	$6,274
Chamber Contributions	$4,000	$3,137
Miscellaneous	$7,000	$9,865
TOTAL BUDGET	**$119,432**	**$112,590**
Town Contribution: Security/Staffing, Sanitation, Janitorial, CMPA staff	$38,832	$26,672
Fundraising Budget	$80,600	$85,918

Sponsorships & Support



GOAL: $80,600

Partner with the Chamber of Commerce to generate donations from the business community combined with the Friends & Family program



LIVE ON THE AVENUE

TOWN OF SAN ANSELMO

SAN ANSELMO CHAMBER OF COMMERCE



Flicks & Food

Partnership with CALFilm

Two movie nights in 2023 were a huge success!

Partnership and sponsorship is secured for 2024

- 3 Movie nights
- All double features
- Bright LED Screen



Food for a Hungry Crowd

In the 2023 event series survey people indicated they want even more quick food options – more **takeout** offerings from the local restaurants and more **variety** in the form of food trucks or street vendors.

Staff will continue meeting with a **restaurant focus group**

Extension of little Pine to Woodland will have a positive impact



Recommendations

1. Approve the 'San Anselmo Live on the Avenue' music series event application, for Fridays and Saturdays from July 5, 2024, through September 28, 2024
2. Approve closing San Anselmo Avenue, Attachment 2, Friday and Saturday evenings, July 5, 2024, through September 28, 2024, from 4:30pm to 9:30pm
3. Approve proposed 2024 Budget for operations and event production expenses.





LIVE ON THE AVENUE

TOWN OF SAN ANSELMO

SAN ANSELMO CHAMBER OF COMMERCE



Questions?

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 2.4

MEETING DATE: February 13, 2024

AGENDA TITLE: Resolution Adopting a Fleet Zero-Emissions Vehicle Policy

FROM: Sean Youra, Climate Action Coordinator

RECOMMENDATION:

Adopt Resolution adopting a fleet zero-emissions vehicle (ZEV) policy (Attachment 1).

BACKGROUND

The Town of San Anselmo's adopted Climate Action Plan (CAP) includes several measures to reduce transportation-related greenhouse gas (GHG) emissions with the most significant measure (Measure T-1) being to transition to zero-emissions vehicles (ZEVs) for residents, businesses, and the Town. As it relates to the Town's fleet, the CAP recommends purchasing or leasing electric vehicles (EVs) for the fleet as older gas- or diesel-powered vehicles are replaced and powering the vehicles with 100 percent renewable sources by 2030. It also recommends installing EV chargers for Town fleet vehicles and using low carbon fuels like renewable diesel as a transition fuel where feasible until those vehicles are replaced with ZEVs.

On May 14, 2002, the Town Council adopted Resolution 3599, which gave preference to procuring the lowest emission vehicle available, practical, and reasonably cost competitive for a given application or where funding is available to assure that such vehicles are reasonably cost competitive.

On September 23, 2020, Governor Newsom signed Executive Order N-79-20, which set a Statewide goal that 100 percent of in-state sales of new light-duty passenger vehicles be zero-emission by 2035 and 100 percent of medium- and heavy-duty vehicles in the State be zero-emission by 2045.

On July 26, 2021, the Town's Climate Action Commission (CAC) discussed the idea of a fleet electrification policy at its meeting and presented the policy idea to the Town Council on December 14, 2021. The Town Council subsequently agreed at the January

11, 2022 meeting to consider this item at a future Council meeting after further staff analysis.

On April 28, 2023, the California Air Resources Board (CARB) approved the Advanced Clean Fleets regulation to help accomplish the goals set in Executive Order N-79-20 by requiring a phased-in transition toward zero-emission medium- and heavy-duty vehicles for fleets owned by State, local, and federal government agencies. The Advanced Clean Fleets regulation applies to medium- and heavy-duty on-road fleet vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 pounds. The regulation requires that 50 percent of applicable vehicle purchases are zero-emissions beginning on January 1, 2024 and 100 percent of applicable vehicle purchases are zero-emissions starting January 1, 2027[1]. Until 2035, both ZEVs and near-ZEVs (NZEVs) such as plug-in hybrid electric vehicles qualify to meet the purchasing requirements. Starting January 1, 2035, only ZEVs will meet the purchasing requirements. Authorized emergency vehicles including publicly owned police and fire department vehicles are exempted from the purchase requirements. Local governments must submit annual compliance reports to CARB starting April 1, 2024 and each year thereafter. If medium- or heavy-duty vehicles are removed or added to the fleet, this must also be reported to CARB within 30 days.

On June 27, 2023, the Marin Countywide Electric Vehicle Acceleration Strategy was discussed with the Town Council, which includes recommended strategies for increasing municipal fleet electrification including adopting an EV fleet replacement policy with the goal to convert 100% of municipal fleets to EVs by 2030. The Town Council directed staff to develop a work plan to prioritize strategies from the EV Acceleration Strategy for implementation.

On September 25, 2023, the CAC voted unanimously to recommend that the Town Council adopt the proposed Resolution to adopt a fleet ZEV policy (Attachment 1). Staff recommends Council adoption of the policy.

DISCUSSION/ANALYSIS

The proposed fleet ZEV policy was created in close collaboration with the Town's Public Works staff who have vehicles that are currently included in the Town's fleet vehicle inventory (Attachment 2). There are currently 19 vehicles in the fleet that would be subject to the proposed ZEV policy, and 8 of these vehicles would also be subject to the Advanced Clean Fleets regulation as they have a GVWR greater than 8,500 lbs. It should be noted that the policy only applies to vehicles owned or leased by the Town and does not apply to Central Marin Police Authority (CMPA) fleet vehicles or other vehicles owned by local or State agencies.

The purpose of the policy is to document the process and department responsibilities for purchasing and managing the Town's vehicle fleet in a manner that minimizes GHG emissions and considers life-cycle costs when purchasing fleet vehicles. Adoption of the

[1] Since the Town currently has less than 10 medium- or heavy-duty vehicles in the fleet, the Town is exempt from complying with the Advanced Clean Fleets purchasing requirements until 2027, but the Town is still responsible for the annual reporting requirements starting in 2024.

policy would help implement several measures from the Town's CAP, ensure compliance with the Advanced Clean Fleets regulation, save the Town money through reduced fuel and maintenance costs by purchasing ZEVs, and would serve as a model for the community by transitioning to ZEVs in a timely and cost-effective manner. Furthermore, the policy is focused on reducing vehicle size/weight and optimizing the fleet size to reduce overall fleet management costs and reduce environmental impacts associated with the manufacturing and distribution of new vehicles.

To ensure the policy is adhered to, a Fleet Advisory Group consisting of Public Works, Finance, and Planning department staff would be established. They would also be responsible for developing and monitoring the Fleet Replacement Plan, which would identify: 1) a time frame for replacing each vehicle in the fleet (or disposing of it), 2) vehicle life-cycle costs (where feasible), 3) a suitable replacement vehicle that is compliant with the policy, 4) any available funding that can help lower the total cost for a ZEV or NZEV replacement, 5) if additional ZEV fueling/charging infrastructure will be required for any ZEVs added to the fleet, and 6) any exemptions to the policy that are granted by the Fleet Advisory Group. It is critical that the installation of ZEV fueling/charging infrastructure keep pace with future anticipated ZEV purchases for the fleet and that sufficient funding is allocated for this purpose.

A Fleet Manager would also be officially established with the adoption of the ZEV policy, which would be the Public Works Manager (or their designee). The primary responsibilities of the Fleet Manager would include maintaining the fleet vehicle inventory and submitting the annual compliance reports to CARB as required per the Advanced Clean Fleets regulation.

The proposed fleet policy is a ZEV-first policy, in which ZEVs would be prioritized for procurement. If a suitable ZEV isn't available, then the next lowest-emission vehicle (i.e., a NZEV) would be prioritized for procurement followed by an internal combustion engine (ICE) vehicle capable of using an alternative fuel such as renewable diesel. The lowest priority in terms of procurement would be an ICE vehicle not capable of using an alternative fuel.

Additional preferences include ZEVs with bidirectional charging capability, if costs are similar to a ZEV without that capability and if the ZEV can meet all required user needs. Similar considerations would be made when procuring EV charging stations (EVCS) for charging fleet vehicles. Both purchasing an e-bike and downsizing a vehicle (e.g., from heavy-duty to medium-duty) are included as preferences in the policy, if all user needs could still be met. Additionally, preference is given to leasing a vehicle or buying a used vehicle over purchasing a new one. This will help reduce the upfront cost associated with procuring ZEVs for the fleet, allow the vehicles to be replaced more often to keep pace with technological changes, and could accelerate the transition to ZEVs in the fleet overall.

The policy also directs the Fleet Manager to determine if alternative fuels can be used for current fleet vehicles, which would result in immediate GHG emissions reductions by

switching to a fuel like renewable diesel. The Public Works Manager has already confirmed that renewable diesel is being used for any diesel vehicles in the fleet. Any changes to the fuel type used for each vehicle would be tracked in the fleet vehicle inventory.

Finally, three types of exemptions are included in the policy, which could be granted by the Fleet Advisory Group for a particular vehicle purchase, if the necessary criteria are met. The exemptions fall under three general categories: 1) Lack of available ZEV or NZEV on the market, 2) vehicle delivery delay, and 3) installation of ZEV fueling/charging infrastructure delay. In all of these exemption cases, the next lowest-emission vehicle type would be prioritized for procurement, if an exemption is granted.

FISCAL IMPACT

If adopted by the Council, existing staff resources would be used to implement the fleet ZEV policy and additional staff time would need to be allocated for those serving on the Fleet Advisory Group. The FY 2023-24 adopted Town budget includes $270,000 for fleet replacements and vehicle operating costs under the Vehicle Replacement Fund. The allocations for FY 2023-24 from Measure J also included $70,000 for installing EV charging infrastructure and purchasing EVs for the fleet. This allocated funding along with external funding from MCE, TAM, and other agencies will be used to implement the policy in procuring ZEVs for the fleet and installing any necessary charging infrastructure. For future fiscal years, the Fleet Advisory Group will be responsible for recommending fleet replacements during the annual budgeting process and any additional ZEV fueling/charging infrastructure that may be needed based on anticipated demand for ZEVs identified in the Fleet Replacement Plan.

GENERAL PLAN CONSISTENCY

The proposed Resolution is consistent with the Town's General Plan including Circulation Element Objective 17 to work toward more widespread use of EVs to lower GHG emissions from transportation including "policies for conversion of the Town vehicle fleet" articulated in Policy 17.1.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Adoption of this Resolution does not require review under the California Environmental Quality Act (CEQA) because it does not constitute a "project" pursuant to California Public Resources Code section 21065 and CEQA Guidelines section 15378, as its adoption does not involve an activity that has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment.

The project is consistent with the following measures in the Town's Climate Action Plan:

- T-1: Zero Emission Vehicles
- T-11: Zero and Low Emission Town Vehicles
- T-12: Low Carbon Fuels

CONCLUSION

Staff respectfully requests the Council's adoption of the proposed Resolution.

ATTACHMENTS

Attachment 1 – Proposed Resolution
Attachment 2 – Fleet Vehicle Inventory
Attachment 3 – Presentation Slides

RESOLUTION NO. XXXX

RESOLUTION OF THE SAN ANSELMO TOWN COUNCIL ADOPTING A FLEET ZERO-EMISSIONS VEHICLE POLICY

WHEREAS, the Town Council of the Town of San Anselmo ("Town") has established a Climate Action Commission, which is charged with implementing the Town's Climate Action Plan; and

WHEREAS, the Climate Action Plan includes Measure T-1, related to Zero-Emission Vehicles, and provides that the Town will "Run Town fleet vehicles on 100% renewable sources by 2030; purchase or lease EVs for Town fleet wherever possible, unless no model is economically viable"; and "Install chargers for Town vehicles that may also be used by the public;" and

WHEREAS, the Town's adopted Electric Vehicle Strategy states that Town fleet vehicles and Town staff commuting make up about 26% of the greenhouse gas (GHG) emissions generated by Town operations; and

WHEREAS, on May 14, 2002, the Town Council adopted Resolution 3599, which gave preference to procuring the lowest emission vehicle available, practical, and reasonably cost competitive for a given application or where funding is available to assure that such vehicles are reasonably cost competitive; and

WHEREAS, on February 12, 2019, the Town Council adopted Resolution 4264 that amended the General Plan Circulation Element to add a goal of supporting transportation improvements and emerging vehicle technology that help reduce GHG emissions, and add Objective 17 to work toward more widespread use of EVs to lower GHG emissions from transportation including "policies for conversion of the Town vehicle fleet" articulated in Policy 17.1; and

WHEREAS, the Town's Climate Action Commission discussed the idea of a fleet electrification policy at their July 26, 2021 meeting, presented the policy idea to the Town Council on December 14, 2021, and the Town Council subsequently agreed at their January 11, 2022 meeting to consider this item at a future meeting after further staff analysis; and

WHEREAS, Town Public Works and Planning Staff and the Climate Action Commission developed a Fleet Zero-Emissions Vehicle Policy ("Policy") that promotes electrification of Town vehicles by actions including: documenting the process and department responsibilities for purchasing and managing the Town's vehicle fleet in a manner that minimizes GHG emissions and considers life-cycle costs; implementing several measures from the Town's Climate Action Plan; ensuring compliance with the Advanced Clean Fleets regulation; and saving the Town money through reduced fuel and maintenance costs by purchasing ZEVs; and

WHEREAS, the Town's Climate Action Commission recommends Town Council adoption of the Policy (Exhibit "A"); and

WHEREAS, the Marin Countywide Electric Vehicle Acceleration Strategy that was discussed with the Town Council at the June 27, 2023 meeting contains recommended strategies for increasing municipal fleet electrification including adopting an EV fleet replacement policy with the goal to convert 100% of municipal fleets to EVs by 2030; and

WHEREAS, on September 23, 2020, the Governor signed Executive Order N-79-20, which set a Statewide goal that 100 percent of in-state sales of new light-duty passenger vehicles be zero-emission by 2035 and 100 percent of medium- and heavy-duty vehicles in the State be zero-emission by 2045; and

WHEREAS, on April 28, 2023, the California Air Resources Board (CARB) approved the Advanced Clean Fleets regulation to help accomplish the goals set in Executive Order N-79-20 by requiring a phased-in transition toward zero-emission medium- and heavy-duty vehicles for fleets owned by State, local, and federal government agencies; and

WHEREAS, the implementation of the Advanced Clean Fleets regulation is expected to save $26.5 billion in statewide health benefits and provide a net cost savings of $48 billion to fleets; and

WHEREAS, the proposed Policy is consistent with the Town's General Plan including Circulation Element Objective 17 to work toward more widespread use of EVs to lower GHG emissions from transportation including "policies for conversion of the Town vehicle fleet" articulated in Policy 17.1; and

WHEREAS, adoption of the Policy does not require review under the California Environmental Quality Act (CEQA) because it does not constitute a "project" pursuant to California Public Resources Code section 21065 and CEQA Guidelines section 15378, as its adoption does not involve an activity that has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment; and

WHEREAS, the Policy is consistent with the following measures in the Town's Climate Action Plan: T-1: Zero Emission Vehicles; T-11: Zero and Low Emission Town Vehicles; and T-12: Low Carbon Fuels.

NOW, THEREFORE, THE TOWN COUNCIL HEREBY RESOLVES, that the Town of San Anselmo hereby adopts the Fleet Zero-Emissions Vehicle Policy attached as Exhibit "A" and directs staff to implement the policy with all due diligence, as appropriate.

RESOLUTION PASSED AND ADOPTED, at the regular meeting of the San Anselmo Town Council on the 13 day of February, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DRAFT

_____
Eileen Burke, Mayor

ATTEST:

_____
Serge Avila, Town Clerk

EXHIBITS
A. Fleet Zero-Emissions Vehicle Policy

DRAFT

EXHIBIT A: FLEET ZERO-EMISSIONS VEHICLE POLICY

Background and Purpose

The Town of San Anselmo's adopted Climate Action Plan (CAP) includes several measures to reduce transportation-related greenhouse gas (GHG) emissions with the most significant measure being to transition to zero-emissions vehicles (ZEVs) for residents, businesses, and the Town. As it relates to the Town's fleet, the CAP recommends purchasing or leasing electric vehicles (EVs) for the fleet whenever possible and charging them with 100% renewable sources by 2030. It also recommends installing EV chargers for Town fleet vehicles and using low carbon fuels such as renewable diesel as a transition fuel where feasible until those vehicles are replaced with ZEVs.

Additionally, the California Air Resources Board (CARB) Advanced Clean Fleets regulation adopted in April 2023 applies to local government fleets and affects medium- and heavy-duty on-road vehicles with a gross vehicle weight rating (GVWR) greater than 8,500 pounds. The regulation requires that 50 percent of applicable vehicle purchases are zero-emissions beginning on January 1, 2024 and 100 percent of applicable vehicle purchases are zero-emissions starting January 1, 2027.[1] Until 2035, both ZEVs and near-ZEVs (NZEVs) such as plug-in hybrid electric vehicles qualify to meet the purchasing requirements. Starting January 1, 2035, only ZEVs will meet the purchasing requirements. Authorized emergency vehicles including publicly owned police and fire department vehicles are exempted from the purchase requirements. Local governments must submit annual compliance reports to CARB starting April 1, 2024 and each year thereafter. If medium- or heavy-duty vehicles are removed or added to the fleet, this must also be reported to CARB within 30 days. Further information on the Advanced Clean Fleets regulation can be found on CARB's website.

The purpose of the Fleet ZEV Policy is to document the process and department responsibilities for purchasing and managing the Town's vehicle fleet in a manner that minimizes GHG emissions and considers life-cycle costs when purchasing fleet vehicles.

Objectives

The objectives of this policy are to:

1. Implement the recommended transportation-related measures from the CAP that impact fleet procurement and operations
2. Ensure compliance with the Advanced Clean Fleets regulation and exceed compliance, when feasible

[1] Since the Town currently has less than 10 medium- or heavy-duty vehicles in the fleet, the Town is exempt from complying with the Advanced Clean Fleets purchasing requirements until 2027, but the Town is still responsible for the annual reporting requirements starting in 2024.

3. Serve as a model for the community by transitioning to ZEVs in a timely and cost-effective manner
4. Reduce GHG emissions and air pollutants emitted from the combustion of gasoline and diesel used in Town vehicles
5. Save the Town money through reduced fuel and maintenance costs by transitioning to ZEVs and reducing vehicle size, weight, and other factors affecting fuel use, when appropriate
6. Optimize the fleet size to eliminate unused or underutilized vehicles and promote interdepartmental and cross-agency vehicle sharing, when possible

Definitions

"Alternative Fuel" means any fuel other than gasoline, diesel, natural gas, or propane that are less polluting (e.g., renewable diesel).

"Authorized Emergency Vehicle" applies to publicly owned ambulances, fire department vehicles, and police department vehicles as defined in California Vehicle Code section 165. For the purposes of this policy, certain Public Works vehicles may also be considered emergency vehicles that may be needed to respond to emergencies.

"Battery Electric Vehicle (BEV)" refers to a vehicle operating exclusively on a battery charge and not possessing or requiring an internal combustion engine.

"Bidirectional Charging" refers to EVs and EVCS that allow electricity to flow from the grid to charge the vehicle or in the reverse direction flowing from the vehicle into the grid or into a building or appliance. Vehicle-to-grid (V2G), vehicle-to-home (V2H), and vehicle-to-load (V2L) are all examples of bidirectional charging that are differentiated by the intended use of the electricity flowing from the vehicle (e.g., V2H charging sends energy from the vehicle's battery to power a home or building).

"Electric Bike (E-bike)" refers to a motorized bicycle with an integrated electric motor used to assist propulsion.

"Electric Vehicle (EV)" refers to BEVs, HEVs, FCEVs, and PHEVs that include an electric motor.

"Electric Vehicle Charging Station (EVCS)" means a parking space that includes installation of EVSE at an EV Ready space.

"Electric Vehicle (EV) Ready Space" means a vehicle space which is provided with a branch circuit; any necessary raceways, both underground and/or surface mounted, to support EV charging, terminating in a receptacle or a charger.

"Electric Vehicle Supply Equipment (EVSE)" means the conductors, including the undergrounded, grounded and equipment grounding conductors and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets or apparatus installed for the purpose of transferring energy between the premises wiring and the

electric vehicle.

“Fleet” refers to the collection of vehicles utilized for Town operations that includes owned, leased, and shared vehicles.

“Fleet Replacement Plan” is a plan that identifies: 1) a time frame for replacing each vehicle in the fleet (or disposing of it), 2) vehicle life-cycle costs (where feasible), 3) a suitable replacement vehicle that is compliant with this policy, 4) any available funding that can help lower the total cost for a ZEV or NZEV replacement, 5) if additional ZEV fueling/charging infrastructure will be required for any ZEVs added to the fleet, and 6) any exemptions to this policy that are granted by the Fleet Advisory Group.

“Gross Vehicle Weight Rating (GVWR)” refers to the maximum weight of the vehicle, as specified by the manufacturer. It includes total vehicle weight plus fluids, passengers, and cargo.

“Hybrid Electric Vehicle (HEV)” refers to a vehicle powered by an internal combustion engine that works in concert with an electric motor. The electric motor augments the engine allowing the vehicle to run in an all-electric mode for short distances.

“Hydrogen Fuel-Cell Electric Vehicle (FCEV)” means a vehicle with an electric motor where energy for the motor is supplied by an electrochemical cell that produces electricity via the non-combustion reaction of hydrogen. FCEVs do not produce tailpipe emissions, only water vapor and warm air.

“Internal Combustion Engine (ICE) Vehicle” means a vehicle with a powertrain that includes an internal combustion engine that is powered by gasoline, diesel, natural gas, propane, or other fuel where the sole source of power is from the combustion of the on-board fuel to provide motive power.

“Life-Cycle Cost” is the analysis of total cost over the anticipated lifetime of each vehicle. Costs may include acquisition cost, registration fees, insurance, maintenance, fuel, and projected resale value.

“Light-Duty Vehicle” is any vehicle with a gross vehicle weight of less than or equal to 8,500 pounds. Light duty vehicles include passenger cars, light duty trucks, sport utility vehicles (SUVs), minivans, and pick-up trucks.

“Medium-Duty or Heavy-Duty Vehicle” is any vehicle with a gross vehicle weight more than 8,500 pounds. Medium-duty vehicles include delivery trucks and buses. Heavy-duty vehicles include tractor trailers and trucks with four or more axles.

“Near-Zero-Emission Vehicle (NZEV)” refers to HEVs and PHEVs that have an internal combustion engine but can achieve an all-electric range using the electric motor.

“Plug-In Hybrid Electric Vehicle (PHEV)” refers to a vehicle whose battery can be recharged by plugging a charging cable into an external electric power source, in addition to internally by its on-board internal combustion engine-powered generator.

"Removed from the fleet" or "vehicle disposed" refers to a vehicle that is no longer operated by the Town on or after the date the vehicle meets one of the following conditions:

a) Is sold out of the fleet, or
b) Is destroyed or scrapped

"Zero-Emissions Vehicle (ZEV)" means a vehicle with a zero-emissions powertrain that produces zero exhaust emission of any criteria pollutant (or precursor pollutant) or greenhouse gas under any possible operational modes or conditions. ZEVs include BEVs and FCEVs.

Responsibilities

Fleet Manager

The Public Works Manager (or their designee) shall be assigned the role of Fleet Manager and for the purposes of the Fleet ZEV Policy, is responsible for:

a) Maintaining an up-to-date inventory of all fleet assets that includes all necessary vehicle information required for the Advanced Clean Fleets annual compliance reports,
b) Submitting the annual compliance reports to CARB by April 1 each year,
c) Reporting any medium- or heavy-duty fleet vehicle additions or removals to CARB within 30 days,
d) Maintaining records of reportable fleet procurement information to CARB for at least five years and providing these records to CARB upon request,
e) Assigning unit numbers and ensuring that all vehicles have proper registration, license plates, stickers (including ZEV stickers), and insurance documentation, and
f) Communicating all significant changes in fleet needs to the Fleet Advisory Group

Fleet Advisory Group

The Fleet Advisory Group shall be comprised of the Fleet Manager and representatives from each stakeholder department, which shall include at a minimum, representatives from the Public Works, Finance, and Planning Departments. The Fleet Advisory Group is responsible for:

a) Developing and monitoring the Fleet Replacement Plan including working with each applicable department to determine a suitable replacement vehicle for each vehicle in the fleet that is aligned with the requirements of this policy,
b) Recommending updates to the ZEV Fleet policy, as needed,
c) Overseeing the acquisition and disposal of fleet vehicles that meet the intent of the policy,
d) Recommending fleet replacements during the annual budgeting process, and
e) Monitoring ZEV fueling/charging infrastructure available for fleet vehicle use and recommending infrastructure upgrades/expansions to include in the Town's

Capital Improvement Program based on anticipated demand for ZEVs identified in the Fleet Replacement Plan

The Fleet Advisory Group will meet in January each year at a minimum to update the Fleet Replacement Plan and discuss potential fleet replacements that need to be budgeted for along with any new ZEV fueling/charging infrastructure.

Finance Department
The Finance Department will be responsible for:

a) Maintaining the accounting for the Vehicle Replacement Fund,
b) Projecting the availability of funds for fleet replacement at each meeting of the Fleet Advisory Group, and
c) Tracking the depreciation of purchased vehicles and the capitalized leased vehicles

Policy

To accomplish the objectives of this policy, the following criteria shall be used to make acquisition decisions for new/replacement fleet vehicles, which are ranked in order of priority and preference:

1. ZEV
2. NZEV
3. ICE vehicle capable of using an alternative fuel
4. ICE vehicle not capable of using an alternative fuel

Additionally, if the costs of a ZEV with bidirectional charging capability is similar to the costs of a ZEV without bidirectional charging capability, and the ZEV with bidirectional charging can meet all required user needs, then preference should be given to procuring a ZEV with bidirectional charging capability. Similar considerations should be made when procuring EVCS for charging ZEVs in the fleet.

To further help reduce fleet management costs and promote active transportation, if an e-bike can meet all the required user needs for the vehicle to be replaced, then preference should be given to procuring an e-bike over a ZEV. If an e-bike cannot meet the user needs, downsizing the vehicle (e.g., from heavy-duty to medium-duty) should be considered in the acquisition decision, if the downsized vehicle could meet all required user needs and vehicle functions.

The above criteria shall be used in determining potential replacement vehicles for each vehicle in the Fleet Replacement Plan. The Advanced Clean Fleets requirements for medium- and heavy-duty vehicles (i.e., 100% of vehicle purchases are ZEVs or NZEVs starting in 2027) must be factored into the development of the Fleet Replacement Plan to ensure compliance. The Fleet Replacement Plan should be updated at least annually and reflect any changes in the fleet vehicle inventory.

Furthermore, preference shall be given to leasing a vehicle or buying a used vehicle

over purchasing a new one. To ensure compliance with the Advanced Clean Fleets regulation, any used medium- or heavy-duty ICE vehicle purchased must have a 2010 or newer model year engine.

To account for the higher upfront costs associated with procuring ZEVs, a 20 percent cost differential threshold shall be used when comparing the cost-effectiveness of purchasing a ZEV vs. a non-ZEV. When comparing these costs, life-cycle costs should ideally be used along with factoring in available incentives for ZEVs. Any ZEV purchase that would exceed the 20 percent threshold shall require approval by the Town Manager. The Town Manager's current signing authority is up to $50,000 and any purchase exceeding that amount shall require Town Council authorization prior to making the purchase.

As part of the monitoring and updating of the Fleet Replacement Plan, the Fleet Advisory Group shall continually optimize the fleet size by identifying unused or underutilized vehicles and evaluating any vehicle redundancy within the fleet. Any vehicles that have been identified as unused, underutilized, or redundant shall be considered for disposal in the Fleet Replacement Plan. However, emergency vehicles including some Public Works vehicles may be needed to respond to emergencies despite how often they are utilized. Prior to disposal, underutilized vehicles should be evaluated to determine if there is potential to share the vehicle with other departments or agencies to increase its utilization.

For any current non-ZEVs in the fleet, the Fleet Manager will determine if an alternative fuel such as renewable diesel can be used for the vehicle to further reduce vehicle emissions. Any changes to fuel type shall be documented in the fleet vehicle inventory.

Exemptions

The Fleet Manager is responsible for determining whether exemptions in complying with this policy may be required for certain fleet vehicles. Any exemptions must be approved by the Fleet Advisory Group and documented in the Fleet Replacement Plan.

Exemptions may be granted in the following circumstances:

- If there is no ZEV or NZEV model available on the market that can meet the user needs and specifications for the vehicle's intended purpose. If an exemption is granted, then an ICE vehicle capable of using an alternative fuel should be prioritized for procurement.
- If there is a significant lead time (greater than six months) to deliver the ZEV and there is an immediate need to replace the current fleet vehicle. If an exemption is granted, then an NZEV should be prioritized for procurement.
- If there is a significant delay (greater than six months) in installing sufficient ZEV fueling/charging infrastructure and there is an immediate need to replace the current fleet vehicle. If an exemption is granted, then an NZEV should be prioritized for procurement.

It should be noted that the above exemptions are different than the ones provided in the Advanced Clean Fleets regulation. If an exemption to the State regulation is required, the Fleet Manager will be responsible for submitting an exemption request to CARB.

DRAFT

TOWN OF SAN ANSELMO FLEET VEHICLE INVENTORY

Vehicle #	Fixed Asset #	Yr	Make	Model	Type	GVWR (lbs)	Fuel Type
8310	89	1993	Toyota	Stakeside Truck	Truck	5,000	Gas
8311	99	1999	Ford	F-250 Super Duty Truck w/Tilt Body	Truck	9,000	Gas
8312	56	1991	Ford	Super Duty 3yd Dump Truck-#332036	Dump Truck	16,000	Gas
8326	91	1997	Ford	Ranger Pick Up Truck	Truck	5,000	Gas
8319	75	2003	Ford	F-250 Pickup Truck	Truck	9,000	Gas
8324	70	2000	Ford	F-250 Flatbed	Truck	9,000	Gas
8325	66	2002	Dodge Ram	2500 Pick Up Truck	Truck	9,000	Gas
8328	497	2010	Chevrolet	Kodiak Dump Truck	Truck	19,500	Renewable Diesel
8330	532	2014	Chevrolet	1500 Silverado	Truck	7,000	Gas
8331	596	2014	Chevrolet	1500 Silverado	Truck	7,000	Gas
8332	597	2014	Chevrolet	2500 Silverado	Truck	7,000	Gas
8336	598	2023	Ford	F-150 Lightning	Truck	9,000	Electric
8337	599	2023	Chevrolet	Colorado	Truck	6,000	Gas
8338	100	2015	John Deere		Tractor	N/A	Renewable Diesel
N/A	636	2016	Ford	F-550 Bucket Truck	Truck	19,500	Renewable Diesel
N/A	N/A	2019	YAMAHA	Kodiak 450 - YFM45KDXJG	ATV	N/A	Gas
8333	Sugarfoot	2019	Nissan	Leaf	4D Sedan	6,000	Electric
8334	Indy	2019	Nissan	Leaf	4D Sedan	6,000	Electric
8335	Yoda	2019	Nissan	Leaf	4D Sedan	6,000	Electric



Fleet Zero-Emissions Vehicle Policy

SEAN YOURA, CLIMATE ACTION COORDINATOR

TOWN OF SAN ANSELMO

FEBRUARY 13, 2024

Item 2.4 Attachment 3

Key Terms

- **Zero-Emissions Vehicle (ZEV)** - a vehicle with a zero-emissions powertrain that produces zero exhaust emission of any criteria pollutant (or precursor pollutant) or greenhouse gas under any possible operational modes or conditions. ZEVs include Battery Electric Vehicles (BEVs) and Hydrogen Fuel-Cell Electric Vehicles (FCEVs).
- **Near-Zero-Emission Vehicle (NZEV)** - refers to Hybrid Electric Vehicles (HEVs) and Plug-In Hybrid Electric vehicles (PHEVs) that have an internal combustion engine but can achieve an all-electric range using the electric motor.
- **Internal Combustion Engine (ICE) Vehicle** - a vehicle with a powertrain that includes an internal combustion engine that is powered by gasoline, diesel, natural gas, propane, or other fuel where the sole source of power is from the combustion of the on-board fuel to provide motive power
- **Alternative Fuel** - any fuel other than gasoline, diesel, natural gas, or propane that are less polluting (e.g., renewable diesel).



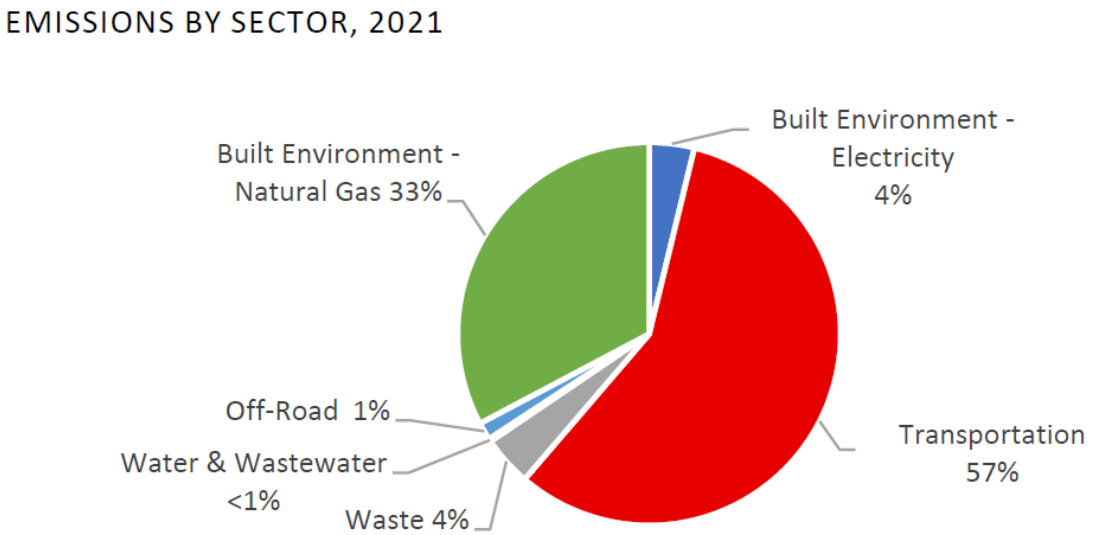




Item 2.4 Attachment 3

Background

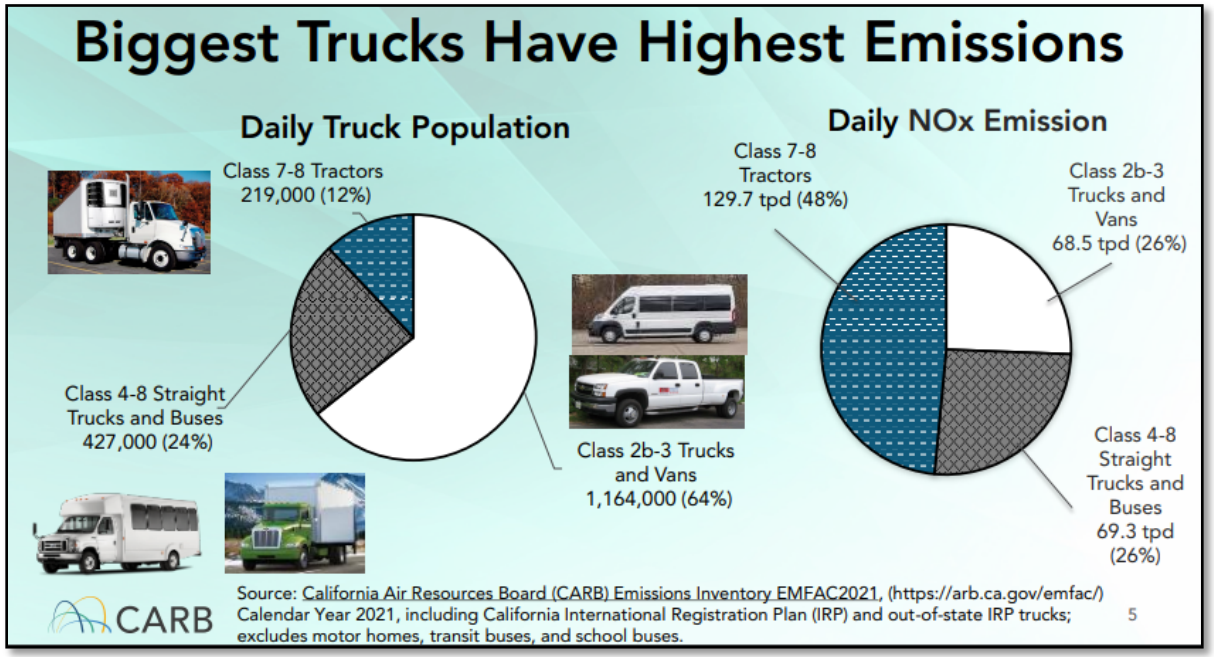
- San Anselmo Climate Action Plan (CAP)
  - Recommends:
    - Purchasing or leasing EVs for Town fleet and running the fleet on 100% renewable sources by 2030
    - Installing EV chargers for fleet vehicles
    - Using renewable diesel and low-carbon fuels as transition fuels
- Marin Countywide EV Acceleration Strategy
  - Recommends adopting an EV fleet replacement policy with the goal to convert 100% of fleets to EVs by 2030



Source: San Anselmo 2021 GHG Inventory Report

Background

- Advanced Clean Fleets (ACF) Regulation
  - Approved by the California Air Resources Board (CARB) on April 28, 2023
  - Applies to medium- and heavy-duty on-road fleet vehicles owned by State, local, and federal agencies with a gross vehicle weight rating (GVWR) greater than 8,500 pounds
  - Requires:
    - 50% of applicable vehicle purchases are zero-emissions beginning on January 1, 2024
    - 100% of applicable vehicle purchases are zero-emissions starting January 1, 2027
  - Since San Anselmo has less than 10 medium- or heavy-duty vehicles, the Town is exempt from complying with the ACF purchasing requirements until 2027, but still has to start reporting fleet information to CARB this year



Policy Objectives

- Implement the recommended transportation-related measures from the CAP that impact fleet procurement and operations
- Ensure compliance with the ACF regulation and exceed compliance, when feasible
- Serve as a model for the community by transitioning to ZEVs in a timely and cost-effective manner
- Reduce greenhouse gas (GHG) emissions and air pollutants emitted from the combustion of gasoline and diesel used in Town vehicles
- Save the Town money through reduced fuel and maintenance costs by transitioning to ZEVs and reducing vehicle size, weight, and other factors affecting fuel use, when appropriate
- Optimize the fleet size to eliminate unused or underutilized vehicles and promote interdepartmental and cross-agency vehicle sharing, when possible

Responsibilities

- Fleet Manager
  - Public Works Manager(or their designee)
  - Maintain the fleet vehicle inventory
  - Submit annual compliance reports to CARB
- Fleet Advisory Group
  - Comprised of Public Works, Finance, and Planning department staff
  - Ensure the policy is adhered to
  - Develop and regularly update the Fleet Replacement Plan
  - Recommend infrastructure upgrades to support new ZEVs in the fleet

Requirements

- Prioritization of ZEVs for procurement
- Utilize alternative fuels for non-ZEVs when possible
- Preference for bidirectional charging capability for ZEVs and EV charging stations
- Preference for procuring an e-bike or downsizing a vehicle, when feasible
- Preference for leasing or buying used over buying new vehicles
- Identify any unused, underutilized, or redundant vehicles in the fleet to be considered for disposal or sharing with other departments/agencies
- Life-cycle costs should be analyzed when comparing costs of ZEVs to non-ZEVs

Exemptions

- Types of exemptions:
  - Lack of available ZEV or near-ZEV (NZEV) on the market
  - Vehicle delivery delay
  - Installation of ZEV fueling/charging infrastructure delay
- Exemptions must be granted by the Fleet Advisory Group
  - If granted, the next lowest-emission vehicle type should be prioritized for procurement

Cost Analysis

Life-cycle vehicle costs include acquisition cost, registration fees, insurance, maintenance, fuel use, and other costs over the anticipated lifetime of the vehicle

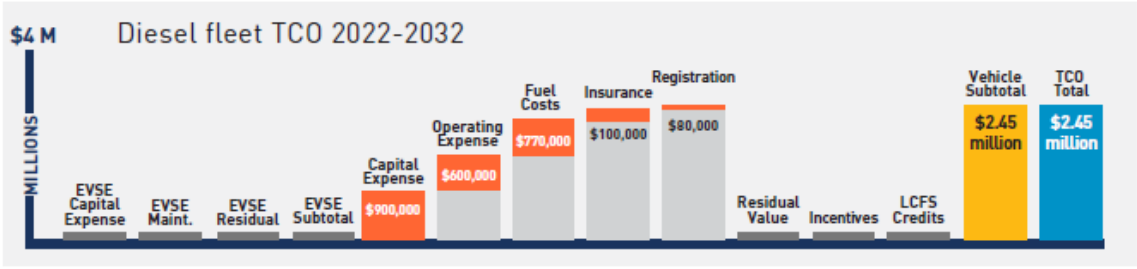
Total Cost of Ownership (TCO) = Life-cycle Costs – Resale Value – Incentives

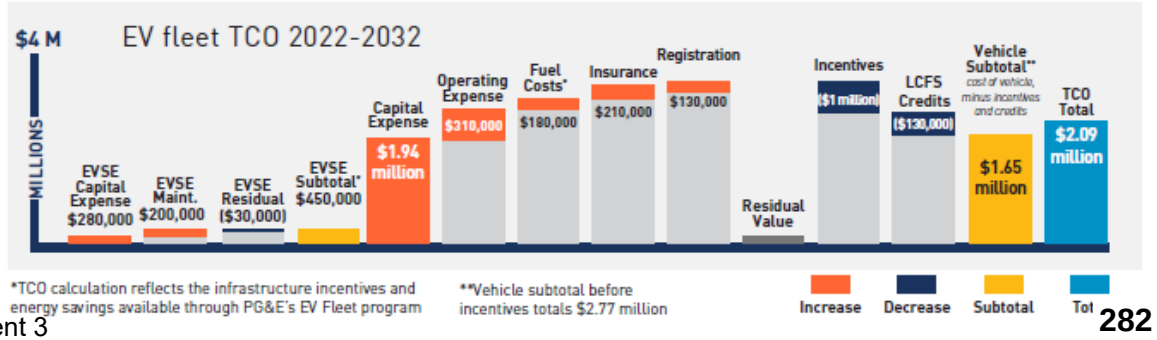
Electric Vehicle (EV) vs. Internal Combustion Engine (ICE) Vehicle Acquisition Costs

EV Model	EV Cost	ICE Model	ICE Cost	Cost Difference	% Difference	Average % Difference
Ford F-150 Lightning	$49,995	Ford F-150	$45,410	$4,585	9.6	21.6
Ford Mustang Mach-e	$42,995	Ford Mustang Mach 1	$55,570	-$12,575	-25.5	
Hyundai Kona Electric	$33,550	Hyundai Kona	$22,140	$11,410	41.0	
Jaguar I-Pace	$71,300	Jaguar F-Pace	$52,400	$18,900	30.6	
Chevy Bolt	$29,700	Mazda 3 Hatchback	$23,550	$6,150	23.1	
Volvo XC40 Recharge	$53,550	Volvo XC40	$38,350	$15,200	33.1	
Nissan Leaf	$28,040	Nissan Sentra	$20,200	$7,840	32.5	
Volkswagon ID.4	$38,995	Volkswagon Tiguan	$26,950	$12,045	36.5	
Tesla Model 3	$38,990	Mercedes-Benz A-Class	$33,950	$5,040	13.8	
*All models are 2023 with similar configurations						

TCO to transition a 20 vehicle fleet

Comparing a diesel vs. electric medium-duty cab chassis





Source: PG&E Calculating Total Cost of Ownership (TCO) for Municipal EV Fleet

Fleet ZEV Funding

PG&E EV Fleet Program

- $4,000 for medium- or heavy-duty vehicles

TAM EV Fleet Program

- $2,500 for EVs (purchase or lease)
- $5,000 for fuel-cell EVs (FCEVs)
- $1,500 for plug-in hybrids
- $1,000 for used EVs and FCEVs
- 75% of the cost of an e-bike (up to $1,000)

California Clean Vehicle Rebate Project (CVRP)

- $2,000 for EVs
- $4,500 for FCEVs
- $1,000 for plug-in hybrids

Federal Commercial Clean Vehicle Credit

- Now available to tax-exempt organizations through the passage of the Inflation Reduction Act (IRA)
- ZEVs and NZEVs are eligible
- Maximum credit of $7,500 per vehicle for GVWRs less than 14,000 lbs and $40,000 per vehicle for GVWRs over 14,000 lbs

MTC Fleet Electrification Technical Assistance

- Provides consultant assistance for fleet electrification planning

Questions?

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 2.5

MEETING DATE: February 13, 2024

AGENDA TITLE: Installation of Nalo Xboxes at Town Facilities

FROM: Dannielle Mauk, Director of Community Services

RECOMMENDATION: Council approve the Installation of Nalo Xboxes at Town Facilities.

BACKGROUND

In Marin, fatal overdoses and drug poisonings have doubled in the past three years and are the leading cause of accidental death. On average, there is more than one fatal overdose or drug poisoning each week in Marin and two nonfatal overdoses each day. This trend is mainly driven by increased use of fentanyl, a high potency opioid.

Fentanyl is a high-potency synthetic opioid typically manufactured abroad and often mixed with other illicit drugs, particularly pills and powders. Health authorities are especially concerned about deaths that have occurred among teens who unwittingly take fake prescription drugs laced with fentanyl, purchased on social media and on the street. Three out of four fentanyl-related deaths in Marin involved another substance.

“The nature of the local opioid crisis has shifted from prescription opioids to fentanyl,” said Dr. Matt Willis, Marin County Public Health Officer. “We need to build on our success in tackling prescription drug misuse to meet an even greater challenge. New very potent opioids are flooding the illicit market, and we’re seeing more overdoses in every community in Marin.”

After success reducing the harm of prescription opioids in Marin County, a rebranded countywide coalition has set a new goal to reduce drug overdoses, with a special focus on fentanyl, in 2023. Organizers of OD Free Marin have formed action teams to approach the growing crisis from different angles. Using proven tactics from the previous RxSafe Marin coalition, OD Free is educating Marin County communities (from schools to nonprofits), distributing Narcan (a life-saving opioid reversal spray), and helping individuals with substance use disorders (SUDs) access treatment options.

DISCUSSION/ANALYSIS

Naloxone, or Narcan, is a medication approved to reverse overdose by opioids. Naloxone is given when a person is showing signs of opioid overdose. It blocks the toxic effects of the overdose and is often the difference between an individual living or dying. A Nalo Xbox is a hard acrylic box mounted to a wall that provides 24/7 access to naloxone and is an effective measure of addressing the increase of opioid overdoses. The boxes are latched but open (unlocked) so they can be easily restocked, and community members can take Narcan as needed. Labels with QR codes to instruction videos are added to each box. In addition, a pocket card is rubber-banded to each kit. Both are available in English and Spanish. Training on how to use Narcan can be found at odfreemarin.org and we would require staff at each location where we have placed Nalo Xboxes to watch the training video on the County website.

Under State law, people who administer or attempt to administer Narcan will be immune from civil or criminal liability, if they can demonstrate that they meet the criteria set forth in the statute (Cal. Civ. Code § 1714.22). Specifically, the person administering the Narcan must show that they have appropriate training, acted in good faith and with general care, and did not receive compensation for administering Narcan. (Cal. Civil Code § 1714.22(f).) There are instructions for administering Narcan on the box. In addition, a person may receive training via a video available through a link and QR code that can be found on each box of Narcan. Finally, ODFree Marin and partners can also provide staff and community training, which would be appropriate for Town staff and volunteers who may be administer Narcan:www.ODFreeMarin.org/Narcan.

Staff is recommending placing Nalo Xboxes at the following (10) locations:

- Snack Shack at Memorial Park (1)
- Vista Room, Tam Room, Parkside Preschool, Recreation Office and lower classrooms at Isabel Cook Community Center (5)
- Robson Harrington House (1)
- Library (1)
- Outside Council Chambers and Lobby at Town Hall (2)

If the installation of Nalo Xboxes is approved, staff would also plan on host tabling events in partnership with the County to distribute Narcan, test stripes and information twice a year. We would host tabling at Town events.

FISCAL IMPACT

The Town would purchase the Nalo Xboxes. The preliminary cost for the boxes would be $700 and Public Works would install the boxes. Each box cost approximately $70 (10).

A free supply of Narcan can be ordered from the Naloxone Distribution Project. Staff members on-site would restock boxes as needed.

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).

ATTACHMENT

Attachment 1 - County Naloxone FAQ
Attachment 2 - Narcan Pocket Card

Naloxone (Narcan): Frequently Asked Questions

1. **What is naloxone?** Naloxone is a life-saving medication that reverses an opioid overdose while having little to no effect on an individual if opioids are not present in their system. Naloxone works by blocking the opioid receptor sites, reversing the toxic effects of the overdose. Naloxone is a prescription medication but in California it is also available without needing a physician's prescription through pharmacies, local public health department programs and other community agencies. Naloxone is not a controlled substance. It has few known adverse effects, and no potential for abuse. **Naloxone should be administered when a patient is showing signs of opioid overdose.** The medication can be given by **intranasal [nose] spray**, intramuscular (into the muscle), subcutaneous (under the skin), or by intravenous injection. [Source: DHCS FAQ]

2. **What is NARCAN (naloxone HCl) Nasal Spray?** NARCAN® Nasal Spray is a prescription medicine used for the treatment of an opioid emergency such as an overdose or a possible opioid overdose, indicated by signs of breathing problems and severe sleepiness or not being able to respond. NARCAN® Nasal Spray is to be given right away and does not take the place of emergency medical care. [Source: DHCS FAQ]

3. **Is naloxone Safe? Yes. There is no evidence of significant adverse reactions to naloxone.**[5] Administering naloxone in cases of opioid overdose can cause withdrawal symptoms when the person is dependent on opioids. Withdrawal symptoms might include headaches, changes in blood pressure, rapid heart rate, sweating, nausea, vomiting, and tremors. This is uncomfortable without usually being life threatening.[6, 7] The risk that someone overdosing on opioids will have a serious adverse reaction to naloxone is far less than their risk of dying from overdose.[8, 9] Naloxone works if a person has opioids in their system and has no harmful effect if opioids are absent. **Naloxone should be given to any person who shows signs of an opioid overdose or when an overdose is suspected**.[10] [Source: NIDA]

4. **What do I do if I suspect someone is having an overdose?** Follow your usual procedures for responding to a medical emergency, beginning with a call to 911. Administering Narcan after calling 911 can save a life. *If you decide to intervene by administering naloxone,* follow the instructions on the box and/or stay on the line with 911 since they can also support you through the administration of naloxone.

5. **Am I required to administer naloxone?** No. This is an individual choice only you can make.

Please Turn Over

6. **How can I—or anyone obtaining Narcan from the vending machine—learn how to use it?** There are instructions on the box of Narcan. Each box also includes a link and QR code for how to access a training video (English and Spanish) and additional local resources. ODFree Marin and partners can also provide staff and community trainings. Additional information can be accessed at www.ODFreeMarin.org/Narcan.

7. **What if I administer Narcan to someone that I suspect is having an overdose? What are my liabilities?** In general, if you have the appropriate training, act in good faith and with general care, and do not receive compensation for administering Narcan, then you should not be held liable for administering Narcan. (Ca. Civil Code § 1714.22.) You should receive appropriate training before administering Narcan. Please see question 6 for information on how to obtain this training.

8. **Do we screen who has access to the machine? For example, are there concerns if minors obtain this medication since it is free and available?** We understand that youth may access Narcan through the vending machines. Since naloxone will not hurt someone who is not overdosing, has no recreational value or abuse potential, and the instructions are to first call 911, naloxone is a harm reduction tool that we do not need to limit access to by age.

9. **What happens if the machine has no more Narcan or if there is an issue with the machine?** Marin BHRS and ODFree Marin will be responsible for refilling the machine and addressing any repairs or other issues. HHS staff can reach us at chenn@marincounty.org or 415-473-3478. Information for the public on how to contact us will be posted on the machine and will refer individuals to info@odfreemarin.org.

10. **Where can I find out more information on local efforts and resources for opioid prevention and treatment?**
    a. ODFree Marin: Information on Naloxone/Narcan, Substance Use Treatment Resources and other efforts to combat the opioid epidemic. You can find out more at www.ODFreeMarin.org or contact us at info@odfreemarin.org.
    b. Federal Resources: CDC Resources on Overdose Prevention / NIDA: Naloxone for Opioid Overdoses: Life-Saving Science
    c. Various Helplines for Marin residents experiencing mental health and/or substance use issues:
        i. **Behavioral Health and Recovery Services Access Line (24/7)**: Information and Referral to substance use treatment services (1-888-818-1115)
        ii. **Crisis Text Line**: Text Marin to 741741
        iii. **Mobile Crisis Team**: 415-473-6392 (Monday through Friday 8 am – 9 pm and Saturday from 11:00 am - 9:00 pm)
        iv. **National Suicide Prevention Lifeline** (800) 273-8255 / **Linea Nacional de Prevención del Suicidio** (888) 628-9454

Please Turn Over

How to Save a Life from Opioid Overdose: Use Narcan Spray!

Cómo salvar una vida ante una sobredosis de opioides: ¡Use Narcan en aerosol!

OD FREE MARIN

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If you think someone is overdosing:

1. **Call 911** (use hands-free speaker!)
2. **Immediately use Narcan spray:** Insert nozzle in one nostril. Firmly press plunger.
3. Roll them on their left side in the recovery position.
4. If they don't revive in 2-3 minutes, use another dose. Repeat every 2-3 minutes until they respond.
5. Administer rescue breaths every five seconds if needed.

Si cree que alguien tiene una sobredosis:

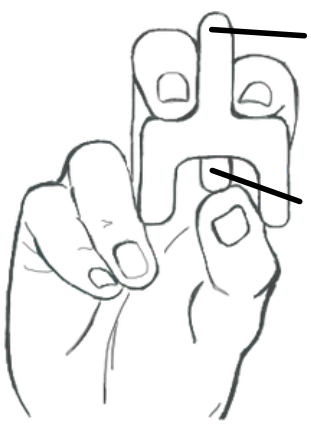
1. **¡Llame al 9-1-1!** (usar teléfono con altavoz)
2. **Use el spray de naloxona (Narcan) si está disponible:** Ponga el aplicador en una fosa nasal. Presione completamente el émbolo.
3. Póngalo de lado izquierdo en posición de recuperación.
4. Si no reviven en 2 o 3 minutos, use dosis adicionales cada 2 o 3 minutos hasta que respondan.
5. Un respiraciones de rescate después cada cinco segundos.

Signs of an Overdose:

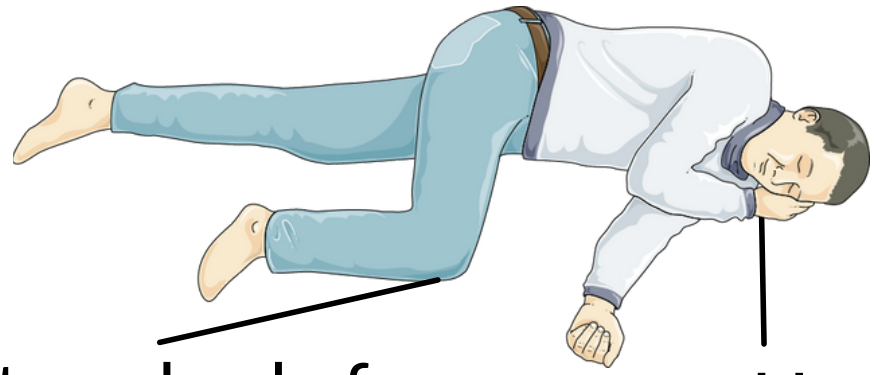
- Pinpoint Pupils
- Unconsciousness
- Slow or no breathing (turning blue)

Señales de una sobredosis de opioides:

- Pupilas puntiformes
- Inconsciencia
- Respiración lenta o con dificultad (volviéndose azul)



Recovery Position
Posición de recuperación



Knee stops body from rolling onto stomach
La rodilla impide que el cuerpo ruede sobre el estómago

Hand supports head
La mano [illegible] la cabeza

Resources
Recursos
Narcan Use Video
Video de uso de Narcan

odfreemarin.org/narcan

Marin Behavioral Health & Recovery Services
(24/7): 1-888-818-1115
Crisis Text Line: Text MARIN to 741741
Suicide Lifeline: Call 988

Servicios de Salud Conductual y Recuperación de Marin
(24/7): 1-888-818-1115
Línea de mensajes de texto para crisis: envíe MARIN por mensaje de texto al 741741

OD FREE MARIN

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STAFF REPORT

TOWN OF SAN ANSELMO Item #: 2.6

MEETING DATE: February 13, 2024

AGENDA TITLE: Review the list of Town Council committee assignments and make appointments for 2024

FROM: Serge Avila, Town Clerk

RECOMMENDATION: For the Town Council review the list of Council committee assignments and make appointments for 2024

BACKGROUND

Town Councilmembers serve on a variety of committees, some of which are internal to the Town and some of which are regional. It has been the Council's practice to review the list of appointments each year and make new appointments as desired or needed.

At the regular meeting of January 23, 2024, the Council moved to hear this item at the next scheduled meeting.

DISCUSSION/ANALYSIS

The following is a list of the current assignments:

Committee Name	Meeting Day & Time	How Often	Purpose & Budget	Council member	Council member	Alternate
1. Infrastructure and Fiscal Monitoring Committee (formerly Financial Advisory/Capital Programs)	Thursday 6:30pm	Quarterly	Ensure town finances are open/transparent	Fineman	Kullaway	N/A

2. Chamber of Commerce	Third Tuesday Mornings	Monthly	Promote economic growth of the community by connecting local businesses, sharing resources, and addressing economic challenges	Colbert	N/A	N/A
3. Economic Development Committee	Second Tuesday 8:45 am	Quarterly	Encourage economic development in San Anselmo	Colbert	Kullaway	N/A
4. Flood Committee	Wednesday/ Thursday 6:30pm/7:00 pm	As needed	Ensure flooding issues in San Anselmo are addressed	Burke	Burdo	N/A
5. Memorial Park Community Advisory Committee		As Needed	Oversee volunteers for special projects to update Memorial Park	Burdo	Burke	N/A
6. Racial Equity Committee	First Tuesday 6:30pm	Monthly	Address racial equity and social justice issues and ensure Town policies are equitably enforced	Fineman	Burdo	Colbert
7. Reimagine Creek Park Community Advisory Committee	September Between 5:30pm-7:00pm	As needed	Negotiate reopening of plaza and determine plans for future	Colbert	Fineman	Burdo
8. Climate Action Commission	Fourth Monday 7:00 pm	Quarterly	Support adaptation planning and promote strategies to cope with the impacts of climate change	Vacant	Vacant	N/A
9. Memorial Park Master Plan & Review Committee	TBD	TBD	To assist with and provide opportunities for the community to participate in the review process for the southside of the park, the Commission recommends assembling a Memorial Park	Burke	Burdo	N/A

			Master Plan Review Committee (MPMPRC). The Committee would consist of two Councilmembers, two Parks & Recreation Commissioners, the Director of Public Works, the Assistant Public Works Director, the Director of Community Services, and the Recreation Senior Supervisor. The committee would consist of 8 members who would ensure opportunities for the greater community to become aware of and involved in the review process. The review process will include a community survey and public meetings designed to engage the community to determine desired existing and potential uses of the southside of the park			

County/Regional Committees:

10. ABAG General Assembly	Varied	Semi-annually	Strengthen cooperation and collaboration across local governments **Budget:** $3,334,592 [1]	Burdo	N/A	Vacant
11. CDBG Upper Ross Valley	App. 4 times a year Evenings on Zoom scheduled per poll	Semi-annually	Decide Community Development Block Grant funding for local projects **Budget:** $135-2.5 Mill Annually [2]	Burke	N/A	N/A
12. Central Marin Police	Second Thursday	Quarterly	Administration and oversight of the	Kullaway	Burdo	Colbert Burke

Authority	6:00pm		CMPA **Budget:** $14,888,412 [3]			Fineman Colbert
13. Flood Control District Zone 9	Varied 6:30 pm	1-2 times/year as needed	Reduce frequency/severity of flooding in Ross Valley Watershed **Budget:** $8,491,982 [4]	Burdo	N/A	Kullaway
14. League of California Cities, North Bay	Mostly Social	Quarterly	Promote cooperative advocacy through exchange of ideas and information **Budget:** [5]	Burdo	N/A	Colbert
15. MCCMC Climate Action Committee			Policy body to guide work done county-wide on climate change **Budget:** [6]	Fineman	N/A	Kullaway
16. MCCMC Disaster Preparedness Committee	As Needed	As Needed	Assess disaster preparedness activities and programs and coordinate best practices between jurisdictions **Budget:** [7]	Burdo	N/A	Fineman
17. MCCMC Homeless Committee	As Needed	As Needed	Reduce issues around homelessness **Budget:** [8]	Burdo	N/A	N/A
18. MCCMC Legislative Committee	Fourth Monday 8:00 am	Monthly	Discuss pending federal and state legislation affecting cities and make recommendations on actions to be taken **Budget:** [9]	Fineman	N/A	Currently Vacant
19. Marin Clean Energy Authority (Form 700)	First Thursday 7:00 pm	Monthly	Promote an equitable, clean, affordable, and reliable energy economy **Budget:** $656,370,000 [10]	Fineman	N/A	Kullaway
20. Marin Emergency Radio Authority (MERA) (Form 700)	Fourth Wednesday 3:30 pm	Monthly	Oversight of the operation of the MERA radio system **Budget:** $2,769,401 [11]	Burdo	N/A	1st: Condry 2nd: Donery
21. Marin Wildfire	Third Thursday	Monthly	Coordinate wildfire preparation and	Fineman	Burdo	N/A

Prevention Authority (Form 700)	3:00 pm		adaptation to limit loss of life and property damage, while protecting environmental diversity **Budget:** $19,896,878 [12]			
22. Refuse & Recycling Subcommittee			Negotiate refuse contract(s) with Marin Sanitary Service and address refuse/recycling issues **Budget:** [13]	Burdo	Burke	N/A
23. Ross Valley Fire Board (Form 700)	Second Wednesday 6:30 pm	Monthly	Oversee and management and operations of Ross Valley fire department **Budget:** $13,616,107 [14]	Colbert	Burdo	Fineman
24. Ross Valley School District	Tuesdays 7:00pm	1-2 times per month	Oversee educational affairs and policies of Ross Valley schools **Budget:** $25,821,372 [15]	Colbert	N/A	N/A
25. Ross Valley Yellow Bus JEPA	Varied Between 5:30 and 6:00pm	As Needed	Provide enhanced public oversight and transparency regarding school-related traffic relief in Ross Valley through policy guidance and advice to Marin Transit **Budget:** $1,227,840 [16]	Burdo	N/A	Colbert Staff: Donery
26. Safe Routes to Schools	10:00 am	Monthly	Identify safety issues and develop plans to address issues, including infrastructure and enforcement strategies **Budget:** [17]	Colbert	N/A	Vacant
27. Transportation Authority of Marin (TAM) (Form 700)	Fourth Thursday 6:00 pm *Board of Commissioners*	Monthly	Address Marin's transportation needs **Budget:** $50,279,477 [19]	Colbert	N/A	Burke

FISCAL IMPACT
There will be no fiscal impact.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY
Assigning committee assignments and making appointments 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).

ATTACHMENTS

Attachment 1- Table of Current Town Council Committee Appointments

Town of San Anselmo
Current Town Council Committee Appointments

Committee Name	Meeting Day & Time	How Often	Purpose & Budget	Council member	How long in committee	Council member	How long in committee	Alternate	How long in committee
Town Committee/Entity Liaisons:									
1. Infrastructure and Fiscal Monitoring Committee (formerly Financial Advisory/Capital Programs)	Thursday 6:30pm	Quarterly	Ensure town finances are open/transparent	Fineman Colbert	Jan. 2021 Dec. 2017- Jan. 2023	Kullaway Burke	Jan. 2023 Jan. 2021-Jan. 2023	N/A	N/A
2. Chamber of Commerce	Third Tuesday Mornings	Monthly	Promote economic growth of the community by connecting local business, sharing resources, and addressing economic challenges	Colbert	Dec. 2017	N/A	N/A	N/A	N/A
3. Economic Development Committee	Second Tuesday 8:45 am	Quarterly	Encourage economic development in San Anselmo	Colbert	Dec. 2017	Kullaway Fineman	Jan. 2023 Jan. 2021	N/A	N/A
4. Flood Committee	Wednesday/Thursday 6:30pm/7:00pm	As needed	Ensure flooding issues in San Anselmo are addressed	Burke	Feb. 2022	Burdo	Feb. 2022	N/A	N/A
5. Memorial Park Community Advisory Committee		As Needed	Oversee volunteers for special projects to update Memorial Park	Burdo	Jan. 2021	Burke	Jan. 2021	N/A	N/A
6. Racial Equity Committee	First Tuesday 6:30pm	Monthly	Address racial equity and social justice issues and ensure Town policies are equitably enforced	Fineman Colbert	Feb. 2023 Jan. 2021	Burdo	Jan. 2021	Colbert	Feb. 2023
7. Reimagine Creek Park Community Advisory Committee	September Between 5:30pm-7:00pm	As needed	Negotiate reopening of plaza and determine plans for future	Colbert	2020	Fineman	Jan. 2021	Burdo	Jan. 2021
8. Climate Action Commission	Fourth Monday 7:00 pm	Quarterly	Support adaptation planning and promote strategies to cope with the impacts of climate change	Vacant	N/A	Vacant	N/A	N/A	N/A

9. Newly Formed: Memorial Park Master Plan & Review Committee	TBD	TBD	To assist with and provide opportunities for the community to participate in the review process for the southside of the park, the Commission recommends assembling a Memorial Park Master Plan Review Committee (MPMPRC). The Committee would consist of two Councilmembers, two Parks & Recreation Commissioners, the Director of Public Works, the Assistant Public Works Director, the Director of Community Services, and the Recreation Senior Supervisor. The committee would consist of 8 members who would ensure opportunities for the greater community to become aware of and involved in the review process. The review process will include a community survey and public meetings designed to engage the community to determine desired existing and potential uses of the southside of the park	Burke	Burdo	N/A	N/A	N/A	N/A

Committee Name	Meeting Day & Time	How Often	Purpose & Budget	Council member	How long in committee	Council member	How long in committee	Alternate	How long in committee
County/Regional Committees:									
10. ABAG General Assembly	Varied	Semi-annually	Strengthen cooperation and collaboration across local governments **Budget:** $3,334,592 [1]	Burdo	Feb. 2020	N/A	N/A	Vacant	N/A
11. CDBG Upper Ross Valley	App. 4 times a year Evenings on Zoom scheduled per poll	Semi-annually	Decide Community Development Block Grant funding for local projects **Budget:** $135-2.5 Mill Annually [2]	Burke Fineman	Jan. 2023 Feb. 2020- Jan. 2023	N/A	N/A	N/A	N/A
12. Central Marin Police Authority	Second Thursday 6:00pm	Quarterly	Administration and oversight of the CMPA **Budget:** $14,888,412 [3]	Kullaway Colbert	Jan. 2023 Jan. 2021- 2023	Burdo	Since 2023	Colbert Burke Fineman Colbert	Jan. 2023 Feb. 2022- Jan. 2023 Jan.2021- Feb. 2022 Dec.2017-Jan.2021
13. Flood Control District Zone 9	Varied 6:30 pm	1-2 times/year, as needed	Reduce frequency/severity of flooding in Ross Valley Watershed **Budget:** $8,491,982 [4]	Burdo	Jan. 2023	N/A	N/A	Kullaway	Jan. 2023
14. League of California Cities, North Bay	Mostly Social	Quarterly	Promote cooperative advocacy through exchange of ideas and information **Budget:** [5]	Burdo Fineman	Jan. 2023 Feb. 2020- Jan. 2023	N/A	N/A	Colbert	Dec. 2017
15. MCCMC Climate Action Committee			Policy body to guide work done county-wide on climate change **Budget:** [6]	Fineman	Jan. 2021	N/A	N/A	Kullaway	Jan. 2023
16. MCCMC Disaster Preparedness Committee	As Needed	As Needed	Assess disaster preparedness activities and programs and coordinate best practices between jurisdictions. **Budget:** [7]	Burdo	Jan. 2023	N/A	N/A	Fineman	Feb. 2020
17. MCCMC Homeless Committee	As Needed	As Needed	Reduce issues around homelessness. **Budget:** [8]	Burdo	Since Feb. 2022 Feb.2020- Feb.2022	N/A	N/A	N/A	N/A
18. MCCMC Legislative Committee	Fourth Monday 8:00 am	Monthly	Discuss pending federal and state legislation affecting cities and make recommendations on actions to be taken **Budget:** [9]	Fineman Burdo	Since Feb. 2022 Jan.2021-Jan.2022	N/A	N/A	Currently Vacant Burdo	Currently Vacant Feb.2022-Jan.2023
19. Marin Clean Energy Authority (Form 700)	First Thursday 7:00 pm	Monthly	Promote an equitable, clean, affordable, and reliable energy economy	Fineman	Jan. 2023	N/A	N/A	Kullaway Fineman	Jan. 2023 Feb.2020-Jan.2023

			Budget: $656,370,000 [10]						
Committee Name	**Meeting Day & Time**	**How Often**	**Purpose & Budget**	**Council member**	**How long in committee**	**Council member**	**How long in committee**	**Alternate**	**How long in committee**
20. Marin Emergency Radio Authority (MERA) (Form 700)	Fourth Wednesday 3:30 pm	Monthly	Oversight of the operation of the MERA radio system **Budget:** $2,769,401 [11]	Burdo	2020	N/A	N/A	1st: Condry 2nd: Donery	2016 2017
21. Marin Wildfire Prevention Authority (Form 700)	Third Thursday 3:00 pm	Monthly	Coordinate wildfire preparation and adaptation to limit loss of life and property damage, while protecting environmental diversity **Budget:** $19,896,878 [12]	Fineman Burdo	Jan. 2023 2020-Jan.2023	Burdo Burke	Jan. 2023 Feb.2022-Feb.2023	N/A	N/A
22. Refuse & Recycling Subcommittee			Negotiate refuse contract(s) with Marin Sanitary Service and address refuse/recycling issues **Budget:** [13]	Burdo	Jan. 2021	Burke	Jan. 2023	N/A	N/A
23. Ross Valley Fire Board (Form 700)	Second Wednesday 6:30 pm	Monthly	Oversee and management and operations of Ross Valley fire department **Budget:** $13,616,107 [14]	Colbert	Jan. 2023	Burdo	Feb. 2020	Fineman	Feb. 2022
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25. Ross Valley Yellow Bus JEPA	Varied Between 5:30 and 6:00pm	As Needed	Provide enhanced public oversight and transparency regarding school-related traffic relief in Ross Valley through policy guidance and advice to Marin Transit **Budget:** $1,227,840 [16]	Burdo Colbert	Jan. 2023 Jan.2019-Jan.2023	N/A	N/A	Colbert Staff: Donery Burdo	Jan. 2023 Jan. 2021-Jan.2023
26. Safe Routes to Schools	10:00 am	Monthly	Identify safety issues and develop plans to address issues, including infrastructure and enforcement strategies **Budget:** [17]	Colbert	Dec. 2017	N/A	N/A	Vacant	Vacant
27. Transportation Authority of Marin (TAM) (Form 700)	Fourth Thursday 6:00 pm *Board of Commissioners*	Monthly	Address Marin's transportation needs **Budget:** $50,279,477 [19]	Colbert	Dec. 2017	N/A	N/A	Burke	Jan. 2021

Budget Sources

[1] Source: https://abag.ca.gov/sites/default/files/documents/2023-08/2023-24%20ABAG%20Budget%20and%20Work%20Plan-Approved.pdf

[2] Source:

[3] Source: https://www.centralmarinpolice.org/DocumentCenter/View/1564/budget-23-24

[4] Source: https://storage.googleapis.com/proudcity/marinwatershedprogramca/uploads/2022/07/Flood-Zone-9-Proposed-Baseline-Budget-FY-2022-23.pdf

[5] Source:

[6] Source:

[7] Source:

[8] Source:

[9] Source:

[10] Source: https://www.mcecleanenergy.org/wp-content/uploads/2022/04/MCE-Proposed-Budget-FY-22-23_04082022.pdf

[11] Source: https://meraonline.org/wp-content/uploads/2023/07/MERA_GB_07-26-23_Item-A2_A_June-2023-Operating.pdf

[12] Source: https://assets-global.website-files.com/6107823cbe8db485b50aa8f8/637bd9f1462460a1366e1f51_MWPA-AnnualReport_11212022_WEB.pdf

[13] Source:

[14] Source: https://rossvalleyfire.org/document-library/file/financial/budgets/2023-24%20RVFD%20Adopted%20Budget.pdf

[15] Source: https://go.boarddocs.com/ca/rova/Board.nsf/files/CF9NMK609BE1/$file/RVSD%20Budget%202022-23%20DRAFT.pdf

[16] Source: https://marin.granicus.com/MetaViewer.php?view_id=&event_id=3008&meta_id=1197924

[17] Source:

[18] Source: https://saferoutespartnership.org/sites/default/files/srts_funding_final.pdf

[19] Source: https://www.tam.ca.gov/wp-content/uploads/2023/06/FY2023-24-TAM-Final-Annual-Budget.pdf