TOWN OF
SAN ANSELMO
EST. 1907

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

Town Council
Agenda

Tuesday, August 27, 2024 **7:00 PM**

Meeting held In-Person and via Zoom:

https://us02web.zoom.us/j/83521071071

Or Telephone: +1 669 900 6833 | Webinar ID: 835 2107 1071

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 electronic device.

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

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

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

Open time for public expression.

The public is welcome to address the Council at this time on matters not on the agenda that are within the jurisdiction of the Council. Please be advised that pursuant to Government Code Section 54954.2, Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than three minutes and should be

respectful to the community.

Written Public Expression
Public Comment- Novy (PDF)
Public Comment- Khan (PDF)

Council requests for future agenda items.

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

Special Presentation.

Proclamation Honoring Retiring Director of Community Services, Dannielle Mauk, for her exemplary Service to the Town of San Anselmo.

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 Minutes of the regular Meeting of Tuesday, July 23, 2024
Staff Report (DOC)
Attachment 1- Draft Minutes of the July 23, 2024 Regular Town Council Meeting (DOC)

1.2 Approve the Proposed Revisions to the Marin Wildfire Prevention Authority JPA Agreement
Staff Report (DOCX)
Attachment 1- Marin Wildfire Amended and Restated Joint Exercise of Powers Agreement (PDF)
Attachment 2- Redline of Proposed Amendments to Marin Wildfire JPA Agreement (PDF)

1.3 Receive the Report of Checks Issued, July 2024
Staff Report (DOCX)
Attachment 1 Check Report July 2024 (PDF)

1.4 Receive the Revenue and Expenditure Reports, July 2024
Staff Report (DOCX)
Attachment 1 Budget Comparison Report by subcategory July 2024 (PDF)
Attachment 2 Budget Comparison Report by department July 2024 (PDF)

1.5 Receive the Quarterly Treasurer's Investment Report, June 2024
Staff Report (DOCX)
Attachment 1 Quarterly Investment Report 06.30.2024 (PDF)

1.6 Receive the Recreation Fund Finance Report for the month of July 2024
Staff Report (DOC)
Attachment 1 - July 2024 (PDF)

1.7 Adopt Ordinance Amending Title 10, Chapter 20, Objective Design and Development

Standards to implement State Housing Law, Clarify the Appropriate Review Authority and Procedures, and Correct Typographical Errors. The proposed ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.
Staff Report (DOC)
Attachment 1- Ordinance (PDF)

1.8 Adoption of a Resolution suspending enforcement of Town All Electric Construction Regulations
Staff Report (DOCX)
Attachment 1 - Proposed Resolution Suspending Ordinance No. 1165 (DOCX)

1.9 Consider the Reappointment of Two Incumbents to the Town of San Anselmo Planning Commission
Staff Report (DOCX)
Attachment 1- Gary Smith Application no Resume (PDF)
Attachment 2- Thomas Tunny Application w/ Resume (PDF)

1.10 Consideration of the Approval of a Special Event Application – All About Owls
Staff Report (DOC)
Attachment 1 - Event Application (PDF)

2. Public Hearing:

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

2.1 Consider the Adoption of the Marin County Multi-Jurisdictional 2024 Hazard Mitigation Plan and the Town of San Anselmo Annex (collectively, the "Local Hazard Mitigation Plan"); adoption and Amendment to the Safety Element of the General Plan to Incorporate the Local Hazard Mitigation Plan. The adoption of the 2024 Local Hazard Mitigation Plan and the Amendments to the Safety Element of the General Plan are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendments would have a significant effect on the environment. The Amendments would make no changes to land uses, development intensities, or the rate at which development is expected to occur, and therefore would have no significant environmental effect.
Staff Report (PDF)
Attachment 1 - Draft Resolution Local Hazard Mitigation Plan (PDF)
Attachment 2 - Marin County MJHMP 2023 Vol 1 (PDF)
Attachment 3 - San Anselmo Annex Vol 2 (PDF)
Attachment 4 - AB 2140 Fact Sheet_2024 update (PDF)
Attachment 5 - Cal OES submittal to FEMA letter 5-9-2024 (PDF)
Attachment 6 - FEMA letter 7-3-2024 (PDF)
Attachment 7 - Draft Resolution Amending the Safety Element (PDF)
Attachment 8 - Draft Safety Element (PDF)

Attachment 9 - August 19, 2024 Planning Commission Agenda Item 5.B Staff Report (PDF)

3. 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

3.1 Approve the Sir Francis Drake Boulevard and Sierra Avenue/Broadmoor Avenue Traffic Signal Improvement Project and Authorize Staff to Advertise for Construction Bids
Staff Report (DOCX)
Attachment 1: SFDB Sierra Broadmoor TS Plans (PDF)
Attachment 2: SFD Sierra Broadmoor TS Specifications (DOCX)

3.2 Approve the Pedestrian Hybrid Beacon Project at Sir Francis Drake Boulevard and Saunders Avenue and Authorize Staff to Advertise for Construction Bids
Staff Report (DOCX)
Attachment 1: Pedestrian Hybrid Beacon Fact Sheet (PNG)
Attachment 2: SFDB Saunders PHB Plans (PDF)
Attachment 3: SFD Saunders HAWK specifications (DOCX)

3.3
Review of Overnight Parking Regulations and Provide Direction to Staff. Conducting a Council discussion regarding overnight parking 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 (DOCX)
Attachment 1 - Ordinance 196 (PDF)
Attachment 2 - Ordinance 207 (PDF)
Attachment 3 - Ordinance 452 (PDF)
Attachment 4 - Ordinance 527 (PDF)
Attachment 5 - Ordinance 834 (PDF)
Attachment 6 - Ordinance 1018 (PDF)
Attachment 7 - Report from Overnight Parking Task Force (PDF)
Attachment 8 - Meeting Minutes 2001 Jan 09 (PDF)
Attachment 9 - Ordinance 1106 (PDF)

Adjourn

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

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

located at 525 San Anselmo Avenue.

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

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

Amended Agenda

August 21, 2024

San Anselmo Town Council
525 San Anselmo Avenue
San Anselmo, CA

Dear Town Council,

I would like to comment on the proposed Alt. A – D trails through Sorich Park. I fully oppose these proposals for a number of reasons:

- The Park has been designated for passive use and as a "nature preserve" (2013) – mtn. bikes, e bikes, commuters, mtn bike teams, cycling camp use are not "passive recreation";
- Under current San Anselmo rules, bikes are not allowed on its trails;
- Sorich Park presents a unique area for families with children, visitors with dogs, even horse riders, to enjoy a vehicle-free zone;
- The Town's own Open Space Committee opposes this plan and have valid reasons for their position;
- A bike trail through the park would irrevocably damage the visitor experience of the majority of people who use the park. It would disturb the cohesiveness and safety of the main area. Introducing legal bike access would quickly grow into a bike thru-way, akin to a major freeway built in the middle of a small community, splitting it in two parts. So, too, would having a bike accessed trail change the nature of the Park;
- Bike riders on the trails would endanger and displace slower visitors, and a change in use from equestrian use has impacts on the equestrian community and the experience of visitors who enjoy seeing horses on the trails;
- Of course, the lack of enforcement by the Town puts the onus of compliance on volunteers and other visitors. This detracts from the majority of visitor experience (dog walkers, hikers, families, etc.);
- Should the proposal be approved, it would need to be conditional upon CEQA review, budget studies and approval, and an allocation for enforcement, plus changes to the Town's Master Plan and Park rules.

I also strongly suggest that Ms. Kullaway, https://marinbike.org/about-us/contact-us/, the ED of MCBC, recuse herself from voting on this issue. There is a clear conflict of interest, given that the proposals are from MCBC.

Finally, I support the Park being bike-free. Not every trail, every park, every area has to provide access for bike riders. Bike riders have two other points (Tomahawk and Fawn) to access the Sleepy Hollow Terra Linda Preserve.

Vote NO on these proposals.

Sincerely,
Linda J. Novy
Linda J. Novy

Fairfax, CA

Parking

David Kahn <dkahn@gavrilovlaw.com>

Mon 8/26/2024 9:18 AM

To:Town Council <towncouncil@townofsananselmo.org>
Cc:David Kahn <kahnlv@me.com>

CAUTION: External Sender

I am a resident of San Anselmo. I live up a hill above Faude Park. Overnight parking is not an issue. I have teenagers, who may need to get cars soon, and our driveway is not big enough for that. Also, we recently had a guest stay for a few days and I didn't like his vehicle being at risk for a ticket under those circumstances. I don't think it's reasonable to strictly enforce overnight parking rules in my neighborhood absent someone leaving a vehicle permanently parked in bad condition or abandoned. My preference would be that those rules be limited to areas where overnight parking is truly an issue. Also, there should be a temporary (1 week?) parking permit available for free or a modest amount for guests.

I am also opposed to the new plan, which I understand is already in place, to add parking meters to the main business district. Far better would be to find or build additional free parking that would bring people into our town, as opposed to dissuading them from a brief stop. Also, I don't know that there is any motorcycle parking in our town, which is also an oversight.

Thank you for considering my feelings in these matters.

Regards,
David Kahn

GAVRILOV & BROOKS
2315 Capitol Avenue
Sacramento, CA 95816
T: (916) 504-0529 ext.125
F: (916) 727-6877
Email: dkahn@gavrilovlaw.com

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.1

MEETING DATE: August 27, 2024

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

ATTACHMENT:

Attachment 1- July 23, 2024 Draft Minutes

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

Call to Order: Optional Pledge of Allegiance

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

STAFF MEMBERS PRESENT: Dave Donery, Town Manager
Megan Acevedo, Town Attorney
Serge Avila, Town Clerk
Heidi Scoble, Planning Director
Sean Condry, Public Works Director
Erika Freeman, Building Official
Mike Norton, CMPA Chief

A. Call to Order: 6:45 P.M.

B. Mayor Burke announced that item B.1 will be discussed in Closed Session

Closed Session pursuant to Government Code Section 54956.8 Conference with Legal Counsel- Existing Litigation (Paragraph (1) of subdivision (d) of Section 94956.9)
Name of case: Parkside Apartments v. Town of San Anselmo *et al.* (Marin County Superior Court No. CV0003300)

C. Public Comment on Closed Session Items- There was no Public Comment.

D. Council adjourns to Open Session.

The Council reconvened in the Town Council Chambers at 525 San Anselmo Avenue, San Anselmo CA 94960

Mayor Burke stated there was nothing to report from the Closed Session.

Open Time for Public Expression

There were no comments.

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

Vice Mayor Kullaway stated she had no reports.

Councilmember Fineman reported she attended the MCE meeting.

Councilmember Burdo reported that “Live on the Avenue” has been great and he gave a “shout-

out" to staff and the community; he attended the Ross Valley Fire Department Board meeting.

Councilmember Colbert reported he attended "Live on the Avenue" and is excited to see more involvement by the merchants; attended the Ross Valley Fire Board meeting; joined Friends of Corte Madera Creek; attended the retirement of Mr. Rich Shortall, head of Fire Safe Marin; the Transportation Authority of Marin (TAM) meeting; threw out the First Pitch (right down the middle) at a Pacific's game; attended the July 7th Cedars/San Anselmo Arts Commission Exhibit; a Marin Conservation League event; the California Alliance for Jobs event; encouraged anyone interested to attend the TAM Countywide Transportation Plan meeting this Thursday.

Mayor Burke reported she attended the Marin County Council of Mayors and Councilmembers (MCCMC) meeting.

Special Presentation

There were no Special Presentations.

1. Consent Agenda

1.1 Approved the Draft Minutes of the Town Council Meeting- June 25, 2024

1.2 Received the Recreation Finance Report for the month of June 2024

1.3 Consideration to Approve a Special Event Application- San Anselmo Community Parade 2024

1.4 Received the Report of Checks Issues for the month of June 2024

1.5 Received the Revenue and Expenditure Reports for the month of June 2024

1.6 Response to Marin County Grand Jury Report: "Cyber Preparedness: Are We There Yet?"

1.7 Response to 2024 Grand Jury Report Entitled "With Power Comes Responsibility- Youths Under Age 16 Operating Class 2 E-bikes: A Safety Risk"

1.8 Consideration to Approve a Special Event Application- Goblins' BOOtacular 2024

1.9 Consider Adopting a Resolution No. 2024-4553 authorizing the donation of $12,000 to Marin Open Space Trust (MOST) for the acquisition of the Wall Property in Fairfax, directly adjacent to San Anselmo

Mayor Burke opened the meeting to public comments

Jonathon spoke in support of item #1.9. He complimented the author of the staff report.

Stan supported item #1.9

Mr. Bob Middlestead, representing E-bike Access, asked for the removal of item #1.7 for discussion. He talked about Super 73 bikes and illegal throttle bikes. He noted Councilmember Colbert's pitch was a bit outside.

Ms. Cathy Sanders referred to item #1.3 and stated she had missed the Community Parade. She supported item #1.9.

Mr. Johnathon Friedman agreed with Mr. Middlestead.

Mayor Burke closed the meeting to public comments.

Councilmember Burdo asked to pull item #1.7and #1.9 from the Consent Calendar.

1.9 Consider Adopting a Resolution authorizing the donation of $12,000 to Marin Open Space Trust (MOST) for the acquisition of the Wall Property in Fairfax, directly adjacent to San Anselmo

Councilmember Burdo supported this once in a lifetime opportunity. He thanked everyone who has supported this acquisition.

The Council agreed with Councilmember Burdo.

1.7 Response to 2024 Grand Jury Report Entitled "With Power Comes Responsibility- Youths Under Age 16 Operating Class 2 E-bikes: A Safety Risk"

Councilmember Burdo stated he is the Chair of the Central Marin Police Authority (CMPA) and CMPA Chief Norton has been working with the schools and local jurisdictions on this issue.

Vice Mayor Kullaway read a prepared comment.

Councilmember Colbert stated e-bikes can present a problem and people are searching for solutions. The topic warrants further study.

CMPA Chief Norton stated most of the law enforcement problem and calls do not involve e-bikes but rather electric motorcycles, mini-bikes, and mopeds. The Super 73 is not an e-bike- it is a moped. He discussed the requirements of owning and riding a vehicle that is motorized.

Councilmember Fineman stated she is comfortable with the response as drafted.

Mayor Burke stated this is a safety issue and reasonable measures should be taken including wearing helmets.

Councilmember Burdo referred to Question F5 and stated it was not for the San Anselmo Council to answer.

Town Manager Donery stated the only change is to adopt San Rafael's answers to Findings #5 and #6.

M/s, Burdo/Colbert, Motion to approve Consent Calendar items #1.1, #1.2, #1.3, #1.4, #1.5, #1.6, #1.7 as amended, and #1.8.
AYES: Burdo, Colbert, Fineman, Vice Mayor Kullaway, Mayor Burke

M/s, Colbert/Burdo, Motion to approve Consent Calendar item #1.9.
AYES: Burdo, Colbert, Fineman, Vice Mayor Kullaway, Mayor Burke

Mayor Burke stated she would like the issue regarding e-bikes and consumer fraud on an upcoming agenda.

2. Public Hearings

2.1 Public Hearing to Consider Amendments to the ODDS to implement State Housing Law, Clarify the Appropriate Review Authority and Procedures, and Correct Typographical Errors

Planning Director Scoble presented the staff report. Staff answered questions from the Council regarding whether items #2 and #3, cited in the staff report, were 20% low income bonus sized projects; a comparison of items #2 and #3; if the amendments were reviewed by the Planning Commission.

Mayor Burke opened the meeting to public comments

Mr. Jonathon Friedman supported the staff report including making the Planning Commission the reviewing body and HAA projects subject to discretion and CEQA review.

Mr. Jamie Perlman supported the amendments to the ODDS. They will create the appropriate level of transparency.

Cathy supported the staff report- it is a step in the right direction.

Mayor Burke closed the meeting to public comments.

M/s, Burdo/Colbert, Motion to read by title only an Ordinance of the Town Council of the Town of San Anselmo Amending Title 10, Chapter 20, Objective Design and Development Standards, to Implement State Housing Law, Clarify Review Authority and Procedures, and Correct Typographical Errors.
AYES: Burdo, Colbert, Fineman, Vice Mayor Kullaway, Mayor Burke

M/s, Burdo/Colbert, Motion to approve the first reading of an Ordinance of the Town Council of the Town of San Anselmo Amending Title 10, Chapter 20, Objective Design and Development Standards, to Implement State Housing Law, Clarify Review Authority and Procedures, and Correct Typographical Errors and waive future readings in their entirety.
AYES: Burdo, Colbert, Fineman, Vice Mayor Kullaway, Mayor Burke

2.2 Appeal of Town Staff Determination to Require Undergrounding of Utilities for 76 Longwood Drive (APN 006-262-09)

Mayor Burke noted the Council does not hear many appeals and she discussed the ground rules.

Public Works Director Condry presented the staff report. Staff answered questions from the Council regarding whether it is common practice to use the assessor's valuation; if other measures are used; how the Town verifies the cost of the project; why the Town uses the $250 per square foot figure; if the appellant has contested the valuation of the project; when a "permit closes"; the length, in both linear feet and time, required to accomplish an undergrounding of utilities; ownership of the poles and associate rights; if the work could be done easily; if the hardship pathway would be open to the appellant if the appeal were denied.

Mayor Burke opened the meeting to public comments

Mr. John Sharp spoke on behalf of the appellant. He did not think there was a dispute between the appellant's and staff's position with reference to the applicable law. The Undergrounding Ordinance makes reference to the California Building Code which establishes the criteria of 50% of market value. The difference is in the interpretation of the ordinance and State Law.

Market value is the applicable measure and the tax assessor's office does not deal with market value. He referred to the Hardship Section of the ordinance which allows the Building Official to grant an exception. The figure of $251,000 that staff came up with (used as the numerator) along with the values from the certified appraisers do not get you to 50%.

Mr. Sharp answered questions from the Council regarding what was accepted by the appellant at the time the permit was issued and why the appellant filed an appeal; his interpretation regarding the difference between assessed and market value; the length and cost of this undergrounding.

Mayor Burke closed the meeting to public comments.

Mayor Burke stated she had to underground her utilities about five years ago at a cost of about $10,000 to $15,000. The requirements are in place due to aesthetics and safety. The code does not define the means of determining market value and the argument for using the assessed or appraised value is reasonable. The code needs to be revisited in terms of how market value is determined. She would support granting a hardship in this instance. The benefit should go to the resident.

Councilmember Burdo stated he agreed with Mayor Burke that this could be identified as a hardship. Assessed value is lower than market value.

Councilmember Fineman was sympathetic to the difference in market vs. appraised value on a theoretical basis. The discrepancy in this case is significant and she is not persuaded on the basis of the valuation. If this is a hardship case then it should be vetted by staff in the normal process. She is inclined to deny the appeal.

Councilmember Colbert stated he is inclined to uphold the staff report and deny the appeal.

Mayor Burke asked if the hardship issue could be referred back to the Building Department. Town Attorney Acevedo stated the Council could add this to the resolution.

M/s, Colbert/Fineman, Motion to adopt Resolution No. 2024-4554 to deny the appeal and to add the following to the resolution: This decision does not preclude the appellant from filing for a hardship request under Section 9-4.03.
AYES: Burdo, Colbert, Fineman, Vice Mayor Kullaway
NOES: Mayor Burke

The Council took a 5-minute break 9:10 p.m.

3 Council Business Items

3.1 Consider to Designate Councilmember(s) to Draft and Submit an Argument Regarding Just Cause Eviction and Tenant Protection ballot measure

Town Clerk Avila presented the staff report. Staff answered questions from the Council regarding whether only two arguments (pro and con) and rebuttals were placed in the ballot pamphlet; whether a Councilmembers can choose to not have his or her name on any of the arguments; if three Councilmembers could sign an argument without it being a Brown Act violation; if a Councilmember could author an argument independently without being designated by the Council; if the argument written by a Councilmember could include signatures from two community members; if designation of the rebuttal authors can be left open.

Mayor Burke opened the meeting to public comments

Mr. Todd Greenberg stated there should be some discussion about what happens if there is more than one argument submitted for either side with a subsequent counterargument. He asked if it was too late to withdraw this from the ballot given the recent lawsuit.

Mayor Burke closed the meeting to public comments.

Mayor Burke suggested designated one of the supporting Councilmembers to write the primary argument and sign his or her name.

M/s, Burke/Burdo, Motion to designate Councilmember Burdo, Fineman, or Kullaway to write the primary "for" ballot argument and designate Councilmember Colbert or Mayor Buke to write the primary "con" argument, with the same groups writing the rebuttals if they wish. Neither group is writing for the other non-signators. Election Code regulations must be followed.
AYES: Burdo, Colbert, Fineman, Vice Mayor Kullaway, Mayor Burke

3.2 Designation of a Voting Delegate and Alternate(s) for the League of California Cities Annual Conference October 16-18 2024

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

Mayor Burke opened the meeting to public comments

There were no comments.

Mayor Burke closed the meeting to public comments.

Councilmember Burdo volunteered to serve as the voting delegate for the League of California Cities Annual Conference October 16-18 2024.

M/s, Fineman/Burdo, Motion to adjourn the meeting at 9:36 p.m.
AYES: Burdo, Colbert, Fineman, Vice Mayor Kullaway, Mayor Burke

Respectfully submitted,

Toni DeFrancis,
Recording Secretary

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.2

MEETING DATE: August 27, 2024

AGENDA TITLE: Proposed Revisions to the Marin Wildfire Prevention Authority JPA Agreement

FROM: David P. Donery, Town Manager

RECOMMENDATION: Approve the attached Marin Wildfire Prevention Authority ("Marin Wildfire") Amended and Restated Joint Exercise of Powers Agreement ("Amended JPA Agreement") (Attachment 1).

BACKGROUND

Marin Wildfire was created when 17 local Marin agencies with fire prevention responsibility entered into a joint exercise of powers agreement and the voters adopted a tax measure to fund the agency in March 2020. Thanks to the efforts of the drafters of the original agreement, the document has provided a solid and efficient structure for the agency.

During the four years that the agreement has been in use, member agencies and Marin Wildfire staff have noted several provisions that would benefit from revision. The attached Amended JPA Agreement includes proposed changes that were developed with input from a working group consisting of Dan Schwarz, Jason Weber, Matthew Hymel, Dan Eilerman, and Mark Brown in consultation with counsel. In addition, an ad hoc subcommittee of the Marin Wildfire Board of Directors reviewed and offered feedback for the proposed amendments. Following the subcommittee's review, the amendments were presented to the Marin Managers Association, Marin Wildfire Operations Committee, and the Marin Wildfire Executive Committee. Finally, on July 18, 2024, the Marin Wildfire Board of Directors approved the Amended JPA Agreement in the form attached to this report. (Attachment 1).

To take effect, the Amended JPA Agreement must be executed by three-fourths of the governing boards of the Marin Wildfire member agencies. (Amended JPA Agreement § 21). Accordingly, the amendments are being presented for approval to the Town Council.

ANALYSIS

The bulk of revisions included in the Amended JPA Agreement reflect current practices at Marin Wildfire, such as posting meeting minutes to the website rather than distributing them to each member agency. The amendments also include updates to language related to the passage of Measure C in 2020. A redline of all of the amendments is included for the Council's reference (Attachment 2). The most substantive changes to the Amended JPA Agreement are the following:

1. Section 3. Membership – This section has been amended to include the mechanism for an existing member's withdrawal from Marin Wildfire and for new agencies to become members. As proposed, both the withdrawal and addition of members is explicitly tied to the agency's role as a "member taxing entity" for a parcel tax measure. Original member agencies that were member taxing entities when the current tax measure (Measure C) was presented to the voters will continue to serve as Marin Wildfire members until expiration of the current tax measure. Similarly, agencies wishing to join Marin Wildfire may do so only when a tax measure is placed on the ballot to continue funding Marin Wildfire.
    a. The City of Mill Valley provides a useful example of withdrawal/consolidation of member agencies. In July 2023, the City's fire service and fire-related taxing authority were annexed to Southern Marin Fire District. The Marin Wildfire Board of Directors determined that the City of Mill Valley would remain a Marin Wildfire member until the expiration of the current tax measure. As discussed by the Board, the City was a member taxing entity at the time the tax measure was adopted and Mill Valley residents should continue to be represented by that entity until the tax expires. When a tax renewal measure goes to the voters, Southern Marin Fire District will be the member taxing entity for Mill Valley and the City will no longer be a member of Marin Wildfire.
    b. Tiburon and Belvedere are the only agencies with fire protection responsibility and fire-related taxing authority that may seek to join Marin Wildfire. To become members, like the initial 17 members, they must agree to sign the JPA Agreement, as amended, and to put a tax measure on the ballot to fund Marin Wildfire's work. As provided in the proposed revisions, the local agency may also be required by the Marin Wildfire Board to pay a "New Member Charge", which is a one-time pro rata charge for past expenditures and investments of Marin Wildfire that will be of benefit to the new member upon joining Marin Wildfire. This amount can be paid in full or deducted from their allocation of Marin Wildfire's local-specific wildfire prevention funding for the local agency.

2. Section 7. Advisory Technical Committee. – The Advisory Technical Committee (ATC) was included in the original agreement and was specifically required under that agreement to comply with the Ralph M. Brown Act. However, from discussions with original JPA agreement drafters, it appears that this requirement was included in the agreement in error. The ATC is made up exclusively of member agency staff who are tasked with developing projects that are evaluated by agency and Marin Wildfire staff. In other words, this is a staff-level working group that is meant to collaborate across

jurisdictions and to outline the technical aspects of proposed projects. Having the ATC comply with the Brown Act has proven to be an obstacle to collaboration, because discussions among a majority of members must occur only at noticed public meetings.

Given that the ATC is intended to be a collaborative staff-level working group, the proposed Amended JPA Agreement eliminates provisions referencing the ATC. By doing so, there will no longer be a formal action of the Board or member agency legislative bodies to establish the ATC, so it will not be bound by the Brown Act. Rather, Marin Wildfire staff will convene the Committee and they will continue to carry out their important project development work.

Once the members on the ATC have developed draft proposals for projects, the existing process for finalizing those projects will remain unchanged under the Amended JPA Agreement. Specifically, the Marin Wildfire Operations Committee will develop budgets for each project and finalize the project proposals that are then considered by the Finance Committee, the Executive Committee and the Board of Directors as part of the Marin Wildfire annual Work Plan. All four of these advisory committees will continue to comply with the Brown Act and the multiple meetings held by these legislative bodies offer ample opportunity for public engagement in the project planning process.

3. Section 9(c). Funding. – The original agreement set aside 2% of the 20% of funds for defensible space and fire-resistant structure evaluations to be used for an "abatement fund". However, local agencies handle their own abatements based on local and state codes and Marin Wildfire is not able to take on those staff- and resource-intensive efforts. Therefore, as requested from the member agencies, the proposed Amended JPA Agreement eliminates the abatement fund.

FISCAL IMPACT

No significant fiscal impact.

CEQA AND CLIMATE ACTION PLAN

Approval of the Marin Wildfire Amended and Restated Joint Exercise of Powers Agreement does not constitute a "project" within the meaning of Public Resources Code section 21065, and California Environmental Quality Act Guidelines sections 15060(c)(2), 15060(c)(3), or 15378 because there is no potential that it will cause a reasonably foreseeable direct or indirect physical change in the environment.

CONCLUSION

Staff recommends that the Town Council approve the attached Marin Wildfire Amended and Restated Joint Exercise of Powers Agreement.

Attachment 1 - Marin Wildfire Amended and Restated Joint Exercise of Powers Agreement

Agreement 2 - Redline of proposed amendments to Marin Wildfire JPA Agreement

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
MARIN WILDFIRE PREVENTION AUTHORITY

This Amended and Restated Joint Exercise of Powers Agreement for the Marin Wildfire Prevention Authority ("Agreement") is entered into pursuant to Sections 6500 *et seq*. of the California Government Code, by and between the following local agencies: the cities of San Rafael, Mill Valley, and Larkspur ("Cities"); the towns of San Anselmo, Corte Madera, Fairfax, and Ross ("Towns"); the County of Marin (including Service Areas 13, 19 and 31 collectively referred to as "County"); the Fire Protection Districts of Southern Marin, Novato, Kentfield, Stinson Beach, Bolinas, and Sleepy Hollow, the Marinwood Community Services District, the Inverness Public Utility District, and Muir Beach Community Services District ("Districts"); "Cities," "Towns," "County," and "Districts" are referred to in their individual capacities outside of this Agreement as "Local Agencies," and are referred to for the purposes of participation in this Agreement as "Member" or "Members".

RECITALS

WHEREAS, the growing wildfire risk in Marin County does not respect jurisdictional boundaries and needs immediate action and sustained commitment to better protect Marin residents, homes and businesses; and

WHEREAS, intensifying climate change and extensive fuel build-up are contributing to the increasing threat of wildfire throughout Marin County and, to the extent possible, should be addressed through ecologically sound practices that minimize release of greenhouse gases and protect the biodiversity and resilience of Marin's landscapes; and

WHEREAS, individual homes and properties are only as fire resilient as the surrounding homes and properties within each neighborhood or area; and

WHEREAS, the more than 260,000 people living in Marin County receive fire protection and emergency response services provided by 19 separate cities, towns, fire districts and the County of Marin and no single agency currently exists for coordinating wildfire prevention; and

WHEREAS, local fire agencies, communities, emergency service providers, city and towns governments and the County of Marin must coordinate wildfire prevention and disaster preparedness and mitigation, including maintaining defensible space, reducing combustible vegetation, making homes fire resistant and planning for organized evacuation in an emergency; and

WHEREAS, in 2016 the Marin County Fire Department published a *Community Wildfire Protection Plan,* identifying specific steps needed to reduce the risk of wildfire and related loss of life and property in Marin; and

WHEREAS, in 2018 Marin County published *Lessons Learned from North Bay Fire Siege,* summarizing key findings and conclusions from the 2017 wildfires that devastated Sonoma, Napa, Lake, Solano and Butte counties, burned nearly 250,000 acres, destroyed nearly 9,000 structures, forced 90,000 evacuations, caused $14.5 billion in property damage and killed 44 people; and

WHEREAS, in 2019 the Marin County Civil Grand Jury issued *Wildfire Preparedness: A New Approach*, a report identifying an urgent need for a coordinated wildfire prevention program in Marin and providing detailed recommendations for reducing wildfire risk and securing dedicated funding for wildfire prevention programs; and

WHEREAS, efforts are needed to assist seniors, persons with disabilities, and low-income households to maintain defensible space, make homes fire resistant, and prepare for emergencies to mitigate wildfire threats to structures and defensible space; and

WHEREAS, each of Marin's communities has unique local needs such as wildfire risk from homeless encampments or road widening for safe evacuations and the Marin Wildfire Prevention Authority ("Marin Wildfire") will seek to address these specific local needs with a local wildfire mitigation program that assists local fire agencies in meeting unique community needs while sustaining a core countywide program for consistency; and

WHEREAS, the most effective way to protect all of our communities from the risk of wildfire is to come together in a joint powers authority to implement a countywide program of priority fire prevention, education and vegetation management; and

WHEREAS, the Marin Wildfire was formed when the 17 Members entered into the original joint exercise of powers agreement ("original agreement") and Measure C, including Ordinance No. 3716, was approved by 70.8% of voters in March 2020 to impose a tax on all parcels of real property in Marin County within the boundaries of Marin Wildfire's Members, which are defined as "Member Taxing Entities" under the Ordinance; and

WHEREAS, effective July 1, 2023, the City of Mill Valley consolidated its fire department and taxing authority for fire protection and prevention with the Southern Marin Fire District. As the original agreement did not address this type of action on the part of a Member Taxing Entity at the time the consolidation took effect, on August 17, 2023, the Marin Wildfire Board of Directors voted unanimously to allow the City of Mill Valley to remain a Member until the expiration of Measure C; and

WHEREAS, the Members wish to amend and restate the original agreement to reflect the current structure of Marin Wildfire and to address matters that were not included in the original agreement; and

WHEREAS, the Members find that the amendments reflected in this Agreement comport with the purpose of the voter approved measure, as set forth in Section 1 of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements set forth herein, the Members agree as follows:

SECTION 1. Authority and Purpose

a. This Agreement is made under the authority of Sections 6500 through 6515, inclusive, of the California Government Code, among the Members.

b. The purpose of this Agreement is to establish a Joint Powers Authority separate from the Local Agencies. This Authority is to be known as the Marin Wildfire Prevention Authority and may be referred to as Marin Wildfire. Marin Wildfire will plan, finance, implement, manage, own and operate a multi-jurisdictional and county-wide agency to prevent and mitigate wildfires in Marin County. Each Member individually, at the time Measure C including Ordinance No. 3716 passed in 2020, had the statutory ability to provide fire suppression, protection, prevention and related incidental services. The purpose and intent of this Agreement is to jointly exercise the foregoing common powers in the manner set forth herein.

SECTION 2. Term of Agreement

This Agreement becomes effective upon the first date that at least three quarters (3/4) of the 17 Local Agencies listed above (i.e., 13 Local Agencies) approve the Agreement at a public meeting. It shall remain in effect until it is terminated pursuant to Section 16 or amended in accordance with Section 21.

SECTION 3. Membership

a. **Initial Membership.** To become an initial Member, the Local Agency executed the original agreement and approved the County of Marin placing the tax measure on the ballot by October 31, 2019. A Local Agency geographically located in Marin County that possessed fire protection responsibilities must have adopted a resolution of their governing board to become a participating signatory to this Agreement and Member of Marin Wildfire. At that time, 17 of the Local Agencies had done so.

b. **Successor Membership**. If, due to changes in circumstances (including, but not limited to changes in fire suppression responsibility approved by LAFCO) a Member's fire suppression responsibility is transferred to a new or different public agency, that new or different public agency shall be admitted as a Member upon approval of such membership and this Agreement by such public agency's governing body.

c. **Member Withdrawal and Consolidation**.

1) Withdrawal. A Member that wishes to withdraw from Marin Wildfire must provide written notice to Marin Wildfire at least one (1) year prior to the Board of Directors' final action to propose a tax renewal measure for consideration by Members. A Member's withdrawal will

take effect upon the expiration of the tax that is in place at the time such withdrawal notice is provided to the Board of Directors.

2) Consolidation/Merger. If, due to changes in circumstances a Member's fire protection responsibility and taxing authority for fire protection and prevention is transferred to a new or different public agency that results in a Member losing its fire protection responsibility and its Member taxing authority, the Member will be withdrawn from Marin Wildfire upon expiration of the tax that is in place at the time of any such changed circumstance.

d. **Additional Members**. A Local Agency geographically located in Marin County that possesses fire protection responsibilities may become a Member only when Marin Wildfire seeks to renew the tax that funds Marin Wildfire. Specifically, the Local Agency must adopt a resolution of their governing board to become a participating signatory to this Agreement, as amended, and must approve placing a tax measure on the ballot in conformance with Section 5(f) of this Agreement. The Board of Directors must adopt a resolution authorizing membership of the new Member, specifying conditions, if any, associated with membership, including a one-time pro rata charge to compensate for past expenditures and investments of Marin Wildfire that will be of benefit to the Member upon joining Marin Wildfire ("New Member Charge"). The Board of Directors' determination of the conditions, if any, including the New Member Charge, is final.

1) If the tax renewal measure is approved by the voters, each Additional Member will be considered a Member and will be represented on Marin Wildfire's Board of Directors. If a New Member Charge is required upon joining Marin Wildfire, that Charge will be deducted from the New Member's Local-specific wildfire prevention funding described in Section 9(d) until the Charge is paid in full. The New Member will also have the option of paying in full the Charge within sixty (60) days of joining Marin Wildfire.

2) If the tax renewal measure is not approved, this Agreement will terminate and assets will be allocated among the Initial Members as outlined in Section 16 and the new Member(s) will not become Member(s) or serve on Marin Wildfire's Board of Directors.

SECTION 4. <u>Board of Directors</u>

a. Marin Wildfire will be governed by a Board of Directors comprising elected leaders from each Member to ensure that wildfire programs and resources are directed to areas of greatest need and opportunity for community benefit.

b. Marin Wildfire shall be governed by the Board of Directors which is hereby established. The Board of Directors shall be comprised of Directors who are elected officials of the Members, and each Member shall have one Director on the Board of Directors.

c. The Board of Directors shall hold at least two meetings each year as determined by its bylaws. Special Meetings of the Board may be called in accordance with the provisions of the Brown Act and Government Code Section 54956.

d. Minutes of the adjourned, regular and special meetings of the Board shall be kept and said minutes shall be available to Members and the public on Marin Wildfire's website. A majority of the Directors of the Board will constitute a quorum; however, if the number of Members is an even number, then 50% of the Directors of the Board will constitute a quorum. In the event of a meeting of the Board with less than a quorum, the present Directors will only have the power to dismiss a meeting. For purposes of conducting business, a majority of the quorum will be authorized to act on behalf of Marin Wildfire, subject to the voting conditions set forth in Section 4.f.

e. The Board shall elect, at its first meeting of each fiscal year, a President and Vice President. The President and Vice President shall serve one-year terms, but can be re-elected. The President shall represent Marin Wildfire and execute any contracts and other documents when required by the bylaws. The Vice President shall serve in the absence of the President.

f. Voting. For all votes conducted by the Board, a proposed motion subject to vote passes when both following conditions are satisfied: (1) a majority of the Directors present vote in favor of a motion, and (2) the Directors present and voting in favor of a motion represent, in the aggregate, according to the then latest general census, over 50% of the population represented by the Member agencies present in the quorum.

g. The Board may adopt from time to time such policies, procedures, bylaws, rules and regulations for the conduct of its affairs as deemed necessary by the Board.

SECTION 5. <u>Powers of Marin Wildfire</u>

a. Marin Wildfire shall have all of the necessary powers and authorities granted by law to exercise the common powers of its members in providing wildfire suppression, protection, prevention and related and incidental services, with members retaining all powers.

b. Marin Wildfire shall have all of the necessary powers to evaluate structures and defensible space and provide structural fire protection advice to enhance compliance of parcels of land and buildings meeting local fire and building codes, as well the power to create neighborhood and public education programs to reduce wildfire vulnerability and improve neighborhood preparedness.

c. Marin Wildfire may contract with private companies and public agencies to create, implement and operate Marin Wildfire to provide wildfire protection and prevention, as well as to ensure buildings meet fire and building codes.

d. Marin Wildfire may make and enter into contracts; adopt budgets; employ and retain agents and personnel; retain legal counsel; retain consultants and engineers; acquire grants; acquire, hold, lease and dispose of real and personal property; accept donations; sue and be sued; and possess and exercise all other powers common to the Members. The intent of this provision is to allow Marin Wildfire flexibility in making fiscally sound staffing decisions.

e. Marin Wildfire may incur debt and issue bonds or any like instruments of no more than 10% of its annual budget in order to efficiently provide the service enumerated herein in compliance with the pertinent sections of the Government Code of the State of California. Specifically, Marin Wildfire can incur debt in its own name under any law authorizing a joint power authority to do so, including Government Code Section 6540 *et seq*., and the Marks-Roos Local Bond Pooling Act of 1985, and Government Code Section 6584 *et seq*.

f. Marin Wildfire may authorize taxes pursuant to Government Code Sections 50075 et seq., 53978, or any successor statutes. Subsequent taxes shall be levied and assessed as a special parcel tax by the County of Marin, on behalf of itself and Member Taxing Entities, on all parcels of real property in the Member Taxing Entities for each fiscal year.

g. Marin Wildfire may exercise the powers permitted pursuant to Government Code Section 6504 or any successor statute. Pursuant to Government Code Section 6509.5, Marin Wildfire is entitled to invest any money in the treasury that is not required for the immediate necessities of Marin Wildfire.

h. Marin Wildfire may do all things necessary and lawful to carry out the purpose of this Agreement.

i. As required by Government Code Section 6509, one Member must be designated such that the power of Marin Wildfire is subject to the restrictions upon the manner of exercising power possessed by the Member. The County of Marin is designated as the Government Code Section 6509 public entity.

SECTION 6. <u>Operations Committee</u>

a. The Operations Committee shall be responsible for creating a recommended annual budget and a recommended annual work plan for the Board. The Operations Committee shall meet at least twice per year at a reasonable time before the Board must establish its budget. The Operations Committee representatives should strive for a balance of executive/administrative and fire expertise on the committee. The Operations Committee shall be composed of representatives who are agency staff or contract employees , one from each of the Members. The Operations Committee meetings will be held in accordance with the Ralph M. Brown Act, Government Code sections 54950 *et seq*.

b. **Voting.** For all votes conducted by the Operations Committee, a proposed motion subject to vote passes when both following conditions are satisfied: (1) a majority of the representatives of the Operations Committee present vote in favor of a motion, and (2) the representatives of the Operation Committee present and voting in favor of a motion represent, in the aggregate, according to the then latest general census, over 50% of the population represented by the Member agencies present in the quorum.

SECTION 7. Reserved

SECTION 8. Community Oversight Committee

The Board of Directors will create a Community Oversight Committee. The Community Oversight Committee will review Marin Wildfire's spending on an annual basis following the report from the Treasurer. After review of the previous year's work program and the financial audit, the Community Oversight Committee will adopt a report on the spending of the parcel tax funds and the previous year's work program to evaluate consistency with the tax measure. Community Oversight Committee participants will be residents who are neither elected officials of any government entity, nor public employees of any Member. Service on the Community Oversight Committee will be restricted to individuals who reside in Marin County. Participants on the Community Oversight Committee will be required to submit a statement of financial disclosure and participation will be restricted to individuals without economic interest in any of Marin Wildfire's projects. The Community Oversight Committee may create subcommittees to monitor the deliberations of the Board of Directors and Operations Committee. The Board of Directors shall appoint participants to the Community Oversight Committee from applications received as set forth below:

- Five participants, each residing in one of these five general geographical areas: West Marin, Novato, San Rafael, Central Marin, and Southern Marin.
- One participant from a taxpayer organization of Marin County.
- One participant from environmental organizations of Marin County.
- One participant from Firewise communities or similar fire prevention organization.
- One participant from a non-partisan community-based organization.
- One nonvoting youth member (age 14-18) for a one-year term rotating between the five general geographical areas, when possible.

SECTION 9. Funding

a. The Board shall adopt an annual budget for Marin Wildfire's activities by June 1 of each year. In adopting the annual budget, the Board must consider recommendations from the Operations Committee. The annual budget shall identify the programs of Marin Wildfire and allocate funds by program. The budget and accounting system shall account for direct and overhead costs by

program. The Board shall allocate these costs for each program with the adoption of the annual budget. To the extent changes to the budget under California law require approval of more than a simple majority of Members, the population representation requirement of Section 4.f. shall not increase.

b. The core program functions of Marin Wildfire will be funded by 60% of the tax measure proceeds and will consist of, but not be limited to, vegetation management; wildfire detection; evacuation plans and alerts; grants; and public education. Marin Wildfire may allocate core funds to local wildfire prevention efforts, should the Board of Directors determine the core functions of Marin Wildfire are being served. Vegetation management funds will be allocated with consideration towards equitable spending over the five operational zones. As part of the five-year review of the funding levels described in Section 9f, at least 80% of the revenue generated for vegetation management by each operational zone should be allocated within the respective zone. If this requirement is not met, it must be remedied within the next five-year period.

c. Defensible space and fire-resistant structure evaluations, and mitigation of fire threats thereof, will be funded by 20% of the tax measure proceeds and will be done on a shared service basis or by the responsible Member consistent with Section 10.

d. Local-specific wildfire prevention efforts will be funded by 20% of the tax measure proceeds and allocated to each Member in proportion to revenue raised in each Member's respective tax rate areas. Members must certify that the tax measure proceeds are used consistent with the purpose of Marin Wildfire and that the tax measure expenses result in a higher level of service than would otherwise be provided by the Member.

e. An administrative cost of not more than 10% will be budgeted for each program, including the core program, defensible space and fire-resistant structure evaluation program, and local-specific wildfire prevention efforts. Should a Member locally administer the defensible space evaluations pursuant to Section 10, an administrative cost will not be withheld by Marin Wildfire for that program. The Board shall determine the methodology for calculating administrative costs.

f. In Fiscal Year 2025-26, 2030-31, 2035-36 and continuing every five years thereafter, the Board may alter the funding levels of the core program functions of subsection 9.b. and the defensible space evaluations from subsection 9.c. The local-specific wildfire prevention efforts of subsection 9.d. will remain funded by 20% of the tax measure proceeds. A vote to alter the funding levels pursuant to this section shall require two-thirds approval of Directors voting to alter the funding levels, while maintaining the over 50% of the population represented by the Member agencies requirement in accordance with the voting rules set forth in Section 4.f. Should the Board approve changes to the funding levels of the programs, to provide adequate notice to Member agencies, those changes will not go into effect until two fiscal years after the changes were approved. For

example, if funding levels of programs are altered during Fiscal Year 2025-26, those changes will not be implemented until the budget of Fiscal Year 2027-28.

SECTION 10. Option to Locally Administer the Section 5.b. Defensible Space Program

Should a Member choose to locally administer the power set forth in Section 5.b., that Member shall evaluate structures and defensible space so property owners can enhance compliance with fire and building codes through homeowner education and, as necessary, enforcement follow-up. The Member choosing to locally administer the Defensible Space Program must certify that the Member shall use the funds provided by Marin Wildfire exclusively to evaluate defensible space and to enhance compliance with structures and land meeting fire and building codes, and not for any other purpose. Tax measure proceeds will be allocated to Members choosing to locally administer in an amount approximately equal to each Member's proportion of revenue raised in each Member's respective tax rate areas, as determined by the Board. For those Members remaining in the defensible space program, Marin Wildfire will expend the tax measure proceeds in an amount approximately equal to each Member's proportion of revenue raised in each Member's respective tax rate areas.

SECTION 11. Exemptions

Marin Wildfire shall be responsible for technical tax adjustments, consistent with the ballot measure. Whenever possible, Marin Wildfire must defer to reasonable requests from the Marin County Tax Collector to accommodate exemptions for parcels that are roads or creek beds, as wells as split parcels ineligible for an assessor parcel combination solely because the parcels are not in the same tax rate area.

SECTION 12. Duties of Treasurer

a. The Treasurer of Marin Wildfire shall be the Treasurer of one of the Members and/or a certified public accountant appointed by the Board of Directors in accordance with the provisions of the applicable law. Marin Wildfire at its first meeting and thereafter at its first meeting of the fiscal year shall elect a Treasurer and establish terms with the Member agency. This person shall also function as the Controller of Marin Wildfire.

b. The Treasurer shall serve as the depository and have custody of all Authority funds and establish and maintain such books, records, funds, and accounts as may be required by generally accepted accounting practice, shall cause an independent annual audit of the accounts and records and comply with all requirements of Government Code Sections 6505, 6505.1, 6505.5 and 6505.6.

c. The Treasurer, within one hundred and twenty (120) days after the close of each fiscal year ending on June 30, or as soon thereafter as possible, shall give a

complete written report of all financial activities for such fiscal year to the Members.

SECTION 13. Debts and Liabilities

As permitted pursuant to Government Code Section 6508.1, no debt, liability, or obligation of Marin Wildfire shall constitute a debt, liability, or obligation of any Member and each Member's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Member may agree.

SECTION 14. Insurance and Indemnification

Marin Wildfire shall acquire such insurance protection as is needed to protect the interests of Marin Wildfire and the Members, and such cost shall not count toward the administrative fee of Section 9.e. Marin Wildfire may use self-insurance and may contract with a Member for insurance services. Marin Wildfire shall defend and indemnify and hold harmless the Members and each of their respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of Marin Wildfire or the activities undertaken pursuant to this Agreement (collectively, "Liabilities"), except where such Liabilities are caused solely by the gross negligence or willful misconduct of any indemnitee.

SECTION 15. Privileges, Immunities and Other Benefits

In accordance with California Government Code Section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Members when performing their functions shall apply to the same degree and extent while engaged in the performance of any of their functions and duties for Marin Wildfire.

SECTION 16. Termination; Disposition of Assets.

a. Should a tax measure to be placed on the ballot fail to pass or is subsequently repealed, this Agreement is terminated and shall be of no further effect upon certification of the election results.

b. In accordance with Government Code Section 6512, upon termination of this Agreement, any surplus money in possession of Marin Wildfire or on deposit in any fund or account of Marin Wildfire shall be returned in proportion to the contributions made by the tax payers of each Member's jurisdiction. Any other property of Marin Wildfire shall be divided among the Members in such manner as shall be determined by Marin Wildfire in accordance with California law.

c. If a tax measure is rescinded, all decisions of the Board with regard to determination of amounts to be transferred to Members or any successor shall be final.

SECTION 17. Severability

If any provision of the Agreement or its application to any person or circumstances is held invalid, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected.

SECTION 18. No Rights to Third Parties

All of the terms, conditions, rights and duties provided for in the Agreement are, and shall always be, solely for the benefit of the Members. It is the intent of the Members that no third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement. Nothing in this Section shall be interpreted to preclude the work of the Authority being done on private land.

SECTION 19. Notices.

Notices to Members under this Agreement shall be sufficient if delivered to the City Clerk or chief secretarial officer of the Member, or to any other person designated in writing by the Member.

SECTION 20. Prohibition Against Assignment.

No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member shall have any right, claim or title to any part, share, interest or assets under this Agreement.

SECTION 21. Amendments

This Agreement may be amended at any time by one or more supplemental agreements executed by mutual agreement of three-fourths (3/4) of the governing boards of the Members, so long as any amendment comports with the purpose of the voter approved measure, as set forth in Section 1 of this Agreement.

SECTION 22. Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings or agreements whether written or verbal. There are no oral understandings or agreement not set forth in writing herein. Any such agreements merge into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized as of the date of approval by the public agencies that are parties hereto. This Agreement shall be executed in counterparts.

Dated:_____ _____

By:_____

DRAFT AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR
MARIN WILDFIRE PREVENTION AUTHORITY

This Amended and Restated Joint Exercise of Powers Agreement for the Marin Wildfire Prevention Authority ("Agreement") is entered into pursuant to Sections 6500 *et seq*. of the California Government Code, by and between the following local agencies: the cities of San Rafael, Mill Valley, and Larkspur ("Cities"); the towns of San Anselmo, Corte Madera, Fairfax, and Ross ("Towns"); the County of Marin (including Service Areas 13, 19 and 31 collectively referred to as "County"); the Fire Protection Districts of Southern Marin, Novato, Kentfield, Stinson Beach, Bolinas, and Sleepy Hollow, the Marinwood Community Services District, the Inverness Public Utility District, and Muir Beach Community Services District ("Districts"); "Cities," "Towns," "County," and "Districts" are referred to in their individual capacities outside of this Agreement as "Local Agencies," and are referred to for the purposes of participation in this Agreement as "Member" or "Members".

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WHEREAS, local fire agencies, communities, emergency service providers, city and towns governments and the County of Marin must coordinate wildfire prevention and disaster preparedness and mitigation, including maintaining defensible space, reducing combustible vegetation, making homes fire resistant and planning for organized evacuation in an emergency; and

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WHEREAS, in 2019 the Marin County Civil Grand Jury issued *Wildfire Preparedness: A New Approach*, a report identifying an urgent need for a coordinated wildfire prevention program in Marin and providing detailed recommendations for reducing wildfire risk and securing dedicated funding for wildfire prevention programs; and

WHEREAS, efforts are needed to assist seniors, persons with disabilities, and low-income households to maintain defensible space, make homes fire resistant, and prepare for emergencies to mitigate wildfire threats to structures and defensible space; and

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WHEREAS, the most effective way to protect all of our communities from the risk of wildfire is to come together in a joint powers authority to implement a countywide program of priority fire prevention, education and vegetation management; and

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WHEREAS, effective July 1, 2023, the City of Mill Valley consolidated its fire department and taxing authority for fire protection and prevention with the Southern Marin Fire District. As the original agreement did not address this type of action on the part of a Member Taxing Entity at the time the consolidation took effect, on August 17, 2023, the Marin Wildfire Board of Directors voted unanimously to allow the City of Mill Valley to remain a Member until the expiration of Measure C; and

WHEREAS, the Members wish to amend and restate the original agreement to reflect the current structure of Marin Wildfire and to address matters that were not included in the original agreement; and

WHEREAS, the Members find that the amendments reflected in this Agreement comport with the purpose of the voter approved measure, as set forth in Section 1 of this Agreement;

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b. The purpose of this Agreement is to establish a Joint Powers Authority separate from the Local Agencies. This Authority is to be known as the Marin Wildfire Prevention Authority and may be referred to as Marin Wildfire. Marin Wildfire will plan, finance, implement, manage, own and operate a multi-jurisdictional and county-wide agency to prevent and mitigate wildfires in Marin County. Each Member individually, at the time Measure C including Ordinance No. 3716 passed in 2020, had the statutory ability to provide fire suppression, protection, prevention and related incidental services. The purpose and intent of this Agreement is to jointly exercise the foregoing common powers in the manner set forth herein.

SECTION 2. Term of Agreement

This Agreement becomes effective upon the first date that at least three quarters (3/4) of the 17 Local Agencies listed above (i.e., 13 Local Agencies) approve the Agreement at a public meeting. It shall remain in effect until it is terminated pursuant to Section 16 or amended in accordance with Section 21.

SECTION 3. Membership

a. **Initial Membership.** To become an initial Member, the Local Agency executed the original agreement and approved the County of Marin placing the tax measure on the ballot by October 31, 2019. A Local Agency geographically located in Marin County that possessed fire protection responsibilities must have adopted a resolution of their governing board to become a participating signatory to this Agreement and Member of Marin Wildfire. At that time, 17 of the Local Agencies had done so.

b. **Successor Membership**. If, due to changes in circumstances (including, but not limited to changes in fire suppression responsibility approved by LAFCO) a Member's fire suppression responsibility is transferred to a new or different public agency, that new or different public agency shall be admitted as a Member upon approval of such membership and this Agreement by such public agency's governing body.

c. **Member Withdrawal and Consolidation.**

1) Withdrawal. A Member that wishes to withdraw from Marin Wildfire must provide written notice to Marin Wildfire at least one (1) year prior to the Board of Directors' final action to propose a tax renewal measure for consideration by Members. A Member's withdrawal will

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take effect upon the expiration of the tax that is in place at the time such withdrawal notice is provided to the Board of Directors.

2) Consolidation/Merger. If, due to changes in circumstances a Member's fire protection responsibility and taxing authority for fire protection and prevention is transferred to a new or different public agency that results in a Member losing its fire protection responsibility and its Member taxing authority, the Member will be withdrawn from Marin Wildfire upon expiration of the tax that is in place at the time of any such changed circumstance.

d. **Additional Members.** A Local Agency geographically located in Marin County that possesses fire protection responsibilities may become a Member only when Marin Wildfire seeks to renew the tax that funds Marin Wildfire. Specifically, the Local Agency must adopt a resolution of their governing board to become a participating signatory to this Agreement, as amended, and must approve placing a tax measure on the ballot in conformance with Section 5(f) of this Agreement. The Board of Directors must adopt a resolution authorizing membership of the new Member, specifying conditions, if any, associated with membership, including a one-time pro rata charge to compensate for past expenditures and investments of Marin Wildfire that will be of benefit to the Member upon joining Marin Wildfire ("New Member Charge"). The Board of Directors' determination of the conditions, if any, including the New Member Charge, is final.

1) If the tax renewal measure is approved by the voters, each Additional Member will be considered a Member and will be represented on Marin Wildfire's Board of Directors. If a New Member Charge is required upon joining Marin Wildfire, that Charge will be deducted from the New Member's Local-specific wildfire prevention funding described in Section 9(d) until the Charge is paid in full. The New Member will also have the option of paying in full the Charge within sixty (60) days of joining Marin Wildfire.

2) If the tax renewal measure is not approved, this Agreement will terminate and assets will be allocated among the Initial Members as outlined in Section 16 and the new Member(s) will not become Member(s) or serve on Marin Wildfire's Board of Directors.

SECTION 4. Board of Directors

a. Marin Wildfire will be governed by a Board of Directors comprising elected leaders from each Member to ensure that wildfire programs and resources are directed to areas of greatest need and opportunity for community benefit.

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b. Marin Wildfire shall be governed by the Board of Directors which is hereby established. The Board of Directors shall be comprised of Directors who are elected officials of the Members, and each Member shall have one Director on the Board of Directors.

c. The Board of Directors shall hold at least two meetings each year as determined by its bylaws. Special Meetings of the Board may be called in accordance with the provisions of the Brown Act and Government Code Section 54956.

d. Minutes of the adjourned, regular and special meetings of the Board shall be kept and said minutes shall be available to Members and the public on Marin Wildfire's website. A majority of the Directors of the Board will constitute a quorum; however, if the number of Members is an even number, then 50% of the Directors of the Board will constitute a quorum. In the event of a meeting of the Board with less than a quorum, the present Directors will only have the power to dismiss a meeting. For purposes of conducting business, a majority of the quorum will be authorized to act on behalf of Marin Wildfire, subject to the voting conditions set forth in Section 4.f.

e. The Board shall elect, at its first meeting of each fiscal year, a President and Vice President. The President and Vice President shall serve one-year terms, but can be re-elected. The President shall represent Marin Wildfire and execute any contracts and other documents when required by the bylaws. The Vice President shall serve in the absence of the President.

f. Voting. For all votes conducted by the Board, a proposed motion subject to vote passes when both following conditions are satisfied: (1) a majority of the Directors present vote in favor of a motion, and (2) the Directors present and voting in favor of a motion represent, in the aggregate, according to the then latest general census, over 50% of the population represented by the Member agencies present in the quorum.

g. The Board may adopt from time to time such policies, procedures, bylaws, rules and regulations for the conduct of its affairs as deemed necessary by the Board.

SECTION 5. Powers of Marin Wildfire

a. Marin Wildfire shall have all of the necessary powers and authorities granted by law to exercise the common powers of its members in providing wildfire suppression, protection, prevention and related and incidental services, with members retaining all powers.

b. Marin Wildfire shall have all of the necessary powers to evaluate structures and defensible space and provide structural fire protection advice to enhance compliance of parcels of land and buildings meeting local fire and building codes, as well the power to create neighborhood and public education programs to reduce wildfire vulnerability and improve neighborhood preparedness.

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c. Marin Wildfire may contract with private companies and public agencies to create, implement and operate Marin Wildfire to provide wildfire protection and prevention, as well as to ensure buildings meet fire and building codes.

d. Marin Wildfire may make and enter into contracts; adopt budgets; employ and retain agents and personnel; retain legal counsel; retain consultants and engineers; acquire grants; acquire, hold, lease and dispose of real and personal property; accept donations; sue and be sued; and possess and exercise all other powers common to the Members. The intent of this provision is to allow Marin Wildfire flexibility in making fiscally sound staffing decisions.

e. Marin Wildfire may incur debt and issue bonds or any like instruments of no more than 10% of its annual budget in order to efficiently provide the service enumerated herein in compliance with the pertinent sections of the Government Code of the State of California. Specifically, Marin Wildfire can incur debt in its own name under any law authorizing a joint power authority to do so, including Government Code Section 6540 *et seq*., and the Marks-Roos Local Bond Pooling Act of 1985, and Government Code Section 6584 *et seq*.

f. Marin Wildfire may authorize taxes pursuant to Government Code Sections 50075 et seq., 53978, or any successor statutes. Subsequent taxes shall be levied and assessed as a special parcel tax by the County of Marin, on behalf of itself and Member Taxing Entities, on all parcels of real property in the Member Taxing Entities for each fiscal year.

g. Marin Wildfire may exercise the powers permitted pursuant to Government Code Section 6504 or any successor statute. Pursuant to Government Code Section 6509.5, Marin Wildfire is entitled to invest any money in the treasury that is not required for the immediate necessities of Marin Wildfire.

h. Marin Wildfire may do all things necessary and lawful to carry out the purpose of this Agreement.

i. As required by Government Code Section 6509, one Member must be designated such that the power of Marin Wildfire is subject to the restrictions upon the manner of exercising power possessed by the Member. The County of Marin is designated as the Government Code Section 6509 public entity.

SECTION 6. Operations Committee

a. The Operations Committee shall be responsible for creating a recommended annual budget and a recommended annual work plan for the Board. The Operations Committee shall meet at least twice per year at a reasonable time before the Board must establish its budget. The Operations Committee representatives should strive for a balance of executive/administrative and fire expertise on the committee. The Operations Committee shall be composed of representatives who are agency staff or contract employees , one from each of the Members. The Operations Committee meetings will be held in accordance with the Ralph M. Brown Act, Government Code sections 54950 *et seq*.

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b. **Voting.** For all votes conducted by the Operations Committee, a proposed motion subject to vote passes when both following conditions are satisfied: (1) a majority of the representatives of the Operations Committee present vote in favor of a motion, and (2) the representatives of the Operation Committee present and voting in favor of a motion represent, in the aggregate, according to the then latest general census, over 50% of the population represented by the Member agencies present in the quorum.

SECTION 7. Reserved

SECTION 8. Community Oversight Committee

The Board of Directors will create a Community Oversight Committee. The Community Oversight Committee will review Marin Wildfire's spending on an annual basis following the report from the Treasurer. After review of the previous year's work program and the financial audit, the Community Oversight Committee will adopt a report on the spending of the parcel tax funds and the previous year's work program to evaluate consistency with the tax measure. Community Oversight Committee participants will be residents who are neither elected officials of any government entity, nor public employees of any Member. Service on the Community Oversight Committee will be restricted to individuals who reside in Marin County. Participants on the Community Oversight Committee will be required to submit a statement of financial disclosure and participation will be restricted to individuals without economic interest in any of Marin Wildfire's projects. The Community Oversight Committee may create subcommittees to monitor the deliberations of the Board of Directors and Operations Committee. The Board of Directors shall appoint participants to the Community Oversight Committee from applications received as set forth below:

- Five participants, each residing in one of these five general geographical areas: West Marin, Novato, San Rafael, Central Marin, and Southern Marin.
- One participant from a taxpayer organization of Marin County.
- One participant from environmental organizations of Marin County.
- One participant from Firewise communities or similar fire prevention organization.
- One participant from a non-partisan community-based organization.
- One nonvoting youth member (age 14-18) for a one-year term rotating between the five general geographical areas, when possible.

SECTION 9. Funding

a. The Board shall adopt an annual budget for Marin Wildfire's activities by June 1 of each year. In adopting the annual budget, the Board must consider recommendations from the Operations Committee. The annual budget shall identify the programs of Marin Wildfire and allocate funds by program. The budget and accounting system shall account for direct and overhead costs by

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The Advisory/Technical Committee shall hold at least two meetings each year. Special meetings may be called in accordance with the provisions of Government Code Section 54956. ¶
Agencies and entities such as Marin County towns or cities that are not a Member, Marin Municipal Water District ("MMWD"), Marin County Open Space District ("MCOSD"), National Park Service, State Parks, and FIRESafe MARIN may be invited to participate as at-large, non-voting Advisory/Technical Committee members. In addition, relevant Marin County land management agencies, private companies and community organizations may be invited by the Board to participate as at-large, non-voting Advisory/Technical Committee members. Said at-large Advisory/Technical Committee members shall be fully recognized by the Advisory/Technical Committee for the purpose of interaction and discussion. These at-large Advisory/Technical Committee members shall be appointed by their respective organizations.¶

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program. The Board shall allocate these costs for each program with the adoption of the annual budget. To the extent changes to the budget under California law require approval of more than a simple majority of Members, the population representation requirement of Section 4.f. shall not increase.

b. The core program functions of Marin Wildfire will be funded by 60% of the tax measure proceeds and will consist of, but not be limited to, vegetation management; wildfire detection; evacuation plans and alerts; grants; and public education. Marin Wildfire may allocate core funds to local wildfire prevention efforts, should the Board of Directors determine the core functions of Marin Wildfire are being served. Vegetation management funds will be allocated with consideration towards equitable spending over the five operational zones. As part of the five-year review of the funding levels described in Section 9f, at least 80% of the revenue generated for vegetation management by each operational zone should be allocated within the respective zone. If this requirement is not met, it must be remedied within the next five-year period.

c. Defensible space and fire-resistant structure evaluations, and mitigation of fire threats thereof, will be funded by 20% of the tax measure proceeds and will be done on a shared service basis or by the responsible Member consistent with Section 10.

d. Local-specific wildfire prevention efforts will be funded by 20% of the tax measure proceeds and allocated to each Member in proportion to revenue raised in each Member's respective tax rate areas. Members must certify that the tax measure proceeds are used consistent with the purpose of Marin Wildfire and that the tax measure expenses result in a higher level of service than would otherwise be provided by the Member.

e. An administrative cost of not more than 10% will be budgeted for each program, including the core program, defensible space and fire-resistant structure evaluation program, and local-specific wildfire prevention efforts. Should a Member locally administer the defensible space evaluations pursuant to Section 10, an administrative cost will not be withheld by Marin Wildfire for that program. The Board shall determine the methodology for calculating administrative costs.

f. In Fiscal Year 2025-26, 2030-31, 2035-36 and continuing every five years thereafter, the Board may alter the funding levels of the core program functions of subsection 9.b. and the defensible space evaluations from subsection 9.c. The local-specific wildfire prevention efforts of subsection 9.d. will remain funded by 20% of the tax measure proceeds. A vote to alter the funding levels pursuant to this section shall require two-thirds approval of Directors voting to alter the funding levels, while maintaining the over 50% of the population represented by the Member agencies requirement in accordance with the voting rules set forth in Section 4.f. Should the Board approve changes to the funding levels of the programs, to provide adequate notice to Member agencies, those changes will not go into effect until two fiscal years after the changes were approved. For

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example, if funding levels of programs are altered during Fiscal Year 2025-26, those changes will not be implemented until the budget of Fiscal Year 2027-28.

SECTION 10. Option to Locally Administer the Section 5.b. Defensible Space Program

Should a Member choose to locally administer the power set forth in Section 5.b., that Member shall evaluate structures and defensible space so property owners can enhance compliance with fire and building codes through homeowner education and, as necessary, enforcement follow-up. The Member choosing to locally administer the Defensible Space Program must certify that the Member shall use the funds provided by Marin Wildfire exclusively to evaluate defensible space and to enhance compliance with structures and land meeting fire and building codes, and not for any other purpose. Tax measure proceeds will be allocated to Members choosing to locally administer in an amount approximately equal to each Member's proportion of revenue raised in each Member's respective tax rate areas, as determined by the Board. For those Members remaining in the defensible space program, Marin Wildfire will expend the tax measure proceeds in an amount approximately equal to each Member's proportion of revenue raised in each Member's respective tax rate areas.

SECTION 11. Exemptions

Marin Wildfire shall be responsible for technical tax adjustments, consistent with the ballot measure. Whenever possible, Marin Wildfire must defer to reasonable requests from the Marin County Tax Collector to accommodate exemptions for parcels that are roads or creek beds, as wells as split parcels ineligible for an assessor parcel combination solely because the parcels are not in the same tax rate area.

SECTION 12. Duties of Treasurer

a. The Treasurer of Marin Wildfire shall be the Treasurer of one of the Members, and/or a certified public accountant appointed by the Board of Directors in accordance with the provisions of the applicable law. Marin Wildfire at its first meeting and thereafter at its first meeting of the fiscal year shall elect a Treasurer and establish terms with the Member agency. This person shall also function as the Controller of Marin Wildfire.

b. The Treasurer shall serve as the depository and have custody of all Authority funds and establish and maintain such books, records, funds, and accounts as may be required by generally accepted accounting practice, shall cause an independent annual audit of the accounts and records and comply with all requirements of Government Code Sections 6505, 6505.1, 6505.5 and 6505.6.

c. The Treasurer, within one hundred and twenty (120) days after the close of each fiscal year ending on June 30, or as soon thereafter as possible, shall give a

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complete written report of all financial activities for such fiscal year to the Members.

SECTION 13. Debts and Liabilities

As permitted pursuant to Government Code Section 6508.1, no debt, liability, or obligation of Marin Wildfire shall constitute a debt, liability, or obligation of any Member and each Member's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the Member may agree.

SECTION 14. Insurance and Indemnification

Marin Wildfire shall acquire such insurance protection as is needed to protect the interests of Marin Wildfire and the Members, and such cost shall not count toward the administrative fee of Section 9.e. Marin Wildfire may use self-insurance and may contract with a Member for insurance services. Marin Wildfire shall defend and indemnify and hold harmless the Members and each of their respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of Marin Wildfire or the activities undertaken pursuant to this Agreement (collectively, "Liabilities"), except where such Liabilities are caused solely by the gross negligence or willful misconduct of any indemnitee.

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SECTION 15. Privileges, Immunities and Other Benefits

In accordance with California Government Code Section 6513, all of the privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of the trustees, officers, employees or agents of the Members when performing their functions shall apply to the same degree and extent while engaged in the performance of any of their functions and duties for Marin Wildfire.

SECTION 16. Termination; Disposition of Assets.

a. Should a tax measure to be placed on the ballot fail to pass or is subsequently repealed, this Agreement is terminated and shall be of no further effect upon certification of the election results.

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b. In accordance with Government Code Section 6512, upon termination of this Agreement, any surplus money in possession of Marin Wildfire or on deposit in any fund or account of Marin Wildfire shall be returned in proportion to the contributions made by the tax payers of each Member's jurisdiction. Any other property of Marin Wildfire shall be divided among the Members in such manner as shall be determined by Marin Wildfire in accordance with California law.

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c. If a tax measure is rescinded, all decisions of the Board with regard to determination of amounts to be transferred to Members or any successor shall be final.

SECTION 17. Severability

If any provision of the Agreement or its application to any person or circumstances is held invalid, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected.

SECTION 18. No Rights to Third Parties

All of the terms, conditions, rights and duties provided for in the Agreement are, and shall always be, solely for the benefit of the Members. It is the intent of the Members that no third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement. Nothing in this Section shall be interpreted to preclude the work of the Authority being done on private land.

SECTION 19. Notices.

Notices to Members under this Agreement shall be sufficient if delivered to the City Clerk or chief secretarial officer of the Member, or to any other person designated in writing by the Member.

SECTION 20. Prohibition Against Assignment.

No Member may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member shall have any right, claim or title to any part, share, interest or assets under this Agreement.

SECTION 21. Amendments

This Agreement may be amended at any time by one or more supplemental agreements executed by mutual agreement of three-fourths (3/4) of the governing boards of the Members, so long as any amendment comports with the purpose of the voter approved measure, as set forth in Section 1 of this Agreement.

SECTION 22. Agreement Complete

The foregoing constitutes the full and complete Agreement of the parties with respect to the subject matter hereof, and supersedes all prior understandings or agreements whether written or verbal. There are no oral understandings or agreement not set forth in writing herein. Any such agreements merge into this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized as of the date of approval by the public agencies that are parties hereto. This Agreement shall be executed in counterparts.

Dated:_____ _____

By:_____

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a.

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.3

MEETING DATE: August 27, 2024

AGENDA TITLE: Report of Checks Issued, July 2024

FROM: Jeff Zuba, Finance & Admin Services Director

RECOMMENDATION: That the Town Council acknowledges, and files warrant numbers 98077 to 98257 issued during the month of July 2024 and bank draft numbers DFT05375, DFT05403-DFT05404, DFT 05406-DFT05416, DFT05419-DFT05425, DFT05427, DFT05427, and DFT05445-DFT05447 in a total amount of $5,440,106.44.

BACKGROUND

This report is an itemization of payments made to vendors during the months of July 2024. It also includes wires to Bank of America for July 2024 payrolls, including payments for retirement and health benefits. The Bank of America account is used for payroll-related items.

The following warrants were voided or cancelled in July 2024: 98176, 98177, 98192, 98028.

ATTACHMENTS

Attachment #1: Check Report July 2024

Check Report

Town of San Anselmo

By Check Number

Date Range: 07/01/2024 - 07/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-AP - OPERATING POOL						
00113	Juan Olsen Sanchez	07/22/2024	Regular	0.00	-929.25	97939
03772	Brianne Crabtree	07/02/2024	Regular	0.00	475.00	98077
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012572	Invoice	05/14/2024	05.14.2024 - SUMMER READING PRGM -	0.00	475.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	05.14.2024 - SUMMER READING	475.00		
03711	Theodore Gilliland	07/02/2024	Regular	0.00	50,000.00	98078
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012571	Invoice	06/13/2024	06.13.2024 - REFUND - UNDRGRNDNG UT	0.00	50,000.00	
	01.00.20377	Undergrounding Deposit	06.13.2024 - REFUND - UNDRGR	50,000.00		
00283	1on1 Premier Sports Academy	07/10/2024	Regular	0.00	1,092.00	98079
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012632	Invoice	06/30/2024	07.09.2024 - BAKSETBALL CAMP	0.00	1,092.00	
	21.63.61183	CAMP SPORTS SERVICES	07.09.2024 - BAKSETBALL CAMP	1,092.00		
02411	23 ELEPHANTS THEATRE COMPANY	07/10/2024	Regular	0.00	12,845.00	98080
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
07082024-WEEK	Invoice	06/30/2024	07.08.2024 - SUMMER PAYMENT - WEEK	0.00	3,654.00	
	21.63.61186	SPECIALTY CAMPS SERVIC	07.08.2024 - SUMMER PAYMEN	3,654.00		
07082024-WEEK	Invoice	06/30/2024	07.08.2024 - SUMMER PAYMENT - WEEK	0.00	9,191.00	
	21.63.61186	SPECIALTY CAMPS SERVIC	07.08.2024 - SUMMER PAYMEN	9,191.00		
02920	Amazon Business	07/10/2024	Regular	0.00	171.43	98081
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
16VD-1RNL-PXY3	Invoice	06/19/2024	06.19.2024 - ZIP BOOKS - A GOOD MAN	0.00	13.61	
	01.71.62310	Library Zip Grant	06.19.2024 - ZIP BOOKS - A GO	13.61		
1YQY-P9NY-KMD	Invoice	06/26/2024	06.26.2024 - LIBRARY - BOARD GAMES	0.00	157.82	
	01.71.62301	ADULT BOOKS	06.26.2024 - LIBRARY - BOARD	157.82		
00001	AT&T Calnet	07/10/2024	Regular	0.00	114.92	98082
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
576-06272024	Invoice	06/27/2024	576 - TH CHAMBERS - 05.27.24-06.26.24	0.00	58.24	
	41.41.61701	UTILITIES	576 - TH CHAMBERS - 05.27.24-	58.24		
583-06252024	Invoice	06/25/2024	583 - DPW FAX - 05.25.24-06.24.2024	0.00	29.12	
	41.41.61701	UTILITIES	583 - DPW FAX - 05.25.24-06.24	29.12		
586-06252024	Invoice	06/25/2024	586 - REC DEPT FAX - 05.25.24-06.24.24	0.00	27.56	
	21.65.61705	UTILITIES-TELEPHONE	586 - REC DEPT FAX - 05.25.24-0	27.56		
03780	Avneesh Nigam	07/10/2024	Regular	0.00	68.00	98083
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
73663512	Invoice	06/30/2024	07.08.2024 - REFUND - LITTLE MERMAID	0.00	68.00	
	21.63.48123	SPECIALTY CAMPS	07.08.2024 - REFUND - LITTLE M	68.00		
03702	Ayrton B. Sobral	07/10/2024	Regular	0.00	7,945.00	98084

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0012576	Invoice	06/30/2024	06.30.2024 - PAINTING - ENTRANCE, TH, L	0.00	7,945.00	
	01.41.61506	BLDG. MAINT-OTHER	06.30.2024 - PAINTING - ENTRA	7,945.00		
00388	Baker & Taylor	07/10/2024	Regular	0.00	219.30	98085
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5018959590	Invoice	06/17/2024	06.17.2024 - CHILDRENS BOOKS	0.00	17.57	
	01.71.62302	CHILDRENS BOOKS	06.17.2024 - CHILDRENS BOOKS	17.57		
5018970135	Invoice	06/21/2024	06.21.2024 - CHILDREN'S BOOK	0.00	19.18	
	01.71.62302	CHILDRENS BOOKS	06.21.2024 - CHILDREN'S BOOK	19.18		
5018970136	Invoice	06/21/2024	06.21.2024 - CHILDRENS BOOKS	0.00	61.09	
	01.71.62302	CHILDRENS BOOKS	06.21.2024 - CHILDRENS BOOKS	61.09		
5018984178	Invoice	06/27/2024	06.27.2024 - CHIDLREN'S BOOKS	0.00	9.33	
	27.71.62302	CHILDRENS BOOKS	06.27.2024 - CHIDLREN'S BOOK	9.33		
H69210870	Invoice	05/30/2024	05.30.2024 - ADULT BOOKS	0.00	27.32	
	01.71.62307	VIDEOS	05.30.2024 - ADULT BOOKS	27.32		
H69213800	Invoice	05/30/2024	05.30.2024 - VIDEOS	0.00	84.81	
	01.71.62307	VIDEOS	05.30.2024 - VIDEOS	84.81		
00007	Bay Cities Joint Power Insurance Authority	07/10/2024	Regular	0.00	520.27	98086
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
BCJPIA-00157-20	Invoice	06/28/2024	06.28.2024 - WORKER'S COMPENSATION	0.00	520.27	
	40.21.61907	WORKERS COMPENSATIO	06.28.2024 - WORKER'S COMPE	520.27		
00061	Bill Jacobson	07/10/2024	Regular	0.00	361.25	98087
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1628	Invoice	06/30/2024	07.01.2024 - SANHUB AUDIO ARCHIVE SE	0.00	361.25	
	01.12.61150	OUTSIDE SERVICES-OTHE	07.01.2024 - SANHUB AUDIO AR	361.25		
00276	BK Krill Corp	07/10/2024	Regular	0.00	2,500.00	98088
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1670	Invoice	06/30/2024	07.09.2024 - RECREATION ACTIVITY GUID	0.00	2,500.00	
	21.65.62004	PROGRAM BROCHURE &	07.09.2024 - RECREATION ACTIV	2,500.00		
064	California Building Standards Commission	07/10/2024	Regular	0.00	853.21	98089
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0012614	Invoice	06/30/2024	07.08.2024 - Q2 BSASRF	0.00	531.54	
	01.00.20310	BUILDING: STATE GREEN	07.08.2024 - Q2 BSASRF	531.54		
INV0012617	Invoice	04/08/2024	04.08.2024 - Q1 BSASRF	0.00	321.67	
	01.00.20310	BUILDING: STATE GREEN	04.08.2024 - Q1 BSASRF	321.67		
01534	Christine O'Rourke	07/10/2024	Regular	0.00	121,689.03	98090
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
939	Invoice	06/30/2024	06.30.2024 - GENERAL PLAN UPDATE - JU	0.00	121,689.03	
	01.18.61150	OUTSIDE SERVICES-OTHE	06.30.2024 - GENERAL PLAN UP	121,689.03		
03774	ClientFirst Consulting Group., LLC	07/10/2024	Regular	0.00	795.00	98091
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
16788	Invoice	05/01/2024	05.01.2024 - SOLAR PERMITS PROJECT M	0.00	795.00	
	90.41.61150	OUTSIDE SERVICES-OTHE	05.01.2024 - SOLAR PERMITS PR	795.00		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02315	Coastland Civil Engineering Inc.	07/10/2024	Regular	0.00	9,787.50	98092

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
59398	Invoice	05/31/2024	05.31.2024 - BUILDING DEPT SERVICES	0.00	9,787.50
	01.41.61157	PLAN CHECKING	05.31.2024 - BUILDING DEPT SE	9,787.50	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00025	Coatings & Sundries inc/CSI Paint	07/10/2024	Regular	0.00	2,440.35	98093

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
N0140731-1	Invoice	05/15/2024	05.15.2024 - ENNIS TRAFFIC 7004 WB CU	0.00	2,440.35
	01.42.62908	SUPPLIES-STREET MAINT	05.15.2024 - ENNIS TRAFFIC 700	2,440.35	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02524	Code Source	07/10/2024	Regular	0.00	4,409.00	98094

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
11683	Invoice	06/12/2024	06.12.2024 - PLAN REVIEW - 35 PARK DRI	0.00	2,254.00
	01.41.61157	PLAN CHECKING	06.12.2024 - PLAN REVIEW - 35	2,254.00	
11685	Invoice	06/13/2024	06.13.2024 - PLAN REVIEW - RCU 894 SFD	0.00	1,886.00
	01.41.61157	PLAN CHECKING	06.13.2024 - PLAN REVIEW - RC	1,886.00	
11687	Invoice	06/14/2024	06.14.2024 - PLAN REVISIONS - 139 BARB	0.00	269.00
	01.41.61157	PLAN CHECKING	06.14.2024 - PLAN REVISIONS -	269.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01348	Community Media Center of Marin	07/10/2024	Regular	0.00	2,398.75	98095

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
190849-FFM	Invoice	06/19/2024	06.19.2024 - VIDEO PRODUCTION - TC/PC	0.00	2,398.75
	01.12.61194	OUTSIDE SERVICES - GRA	06.19.2024 - VIDEO PRODUCTIO	1,710.00	
	01.18.61194	OUTSIDE SERVICES - GRA	06.19.2024 - VIDEO PRODUCTIO	688.75	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01458	Consumers' Checkbook	07/10/2024	Regular	0.00	51.00	98096

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
R2423BPR3	Invoice	06/07/2024	06.07.2024 - 2YR SUBSCRIPTION	0.00	51.00
	01.71.62305	MAGAZINES AND NEWSP	06.07.2024 - 2YR SUBSCRIPTION	51.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00462	County of Marin - Marin.Org	07/10/2024	Regular	0.00	8,548.32	98097

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
2537	Invoice	06/30/2024	06.30.2024 - ATT MIDAS NETWORK ACCES	0.00	8,548.32
	21.65.61106	OUTSIDE SVCS-MGT INFO	06.30.2024 - ATT MIDAS NETW	3,148.32	
	42.21.61150	OUTSIDE SERVICES-OTHE	06.30.2024 - ATT MIDAS NETW	5,400.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00533	Davis Sign Company	07/10/2024	Regular	0.00	8,028.38	98098

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
38329	Invoice	06/27/2024	06.27.2024 - LIVE ON THE AVENUE/PUBLI	0.00	6,541.38
	01.42.62200	DEPARTMENTAL SUPPLIE	06.27.2024 - LIVE ON THE AVEN	175.00	
	60.14.62903	LIVE ON THE AVENUE	06.27.2024 - LIVE ON THE AVEN	6,366.38	
38331	Invoice	06/27/2024	06.27.2024 - STREET WAYFARING SIGNS	0.00	1,487.00
	01.42.62200	DEPARTMENTAL SUPPLIE	06.27.2024 - STREET WAYFARIN	1,487.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01320	DC Electric Group Inc	07/10/2024	Regular	0.00	7,450.50	98099

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
474100	Invoice	05/31/2024	05.31.2024 - M5007 - SL ROUTINE	0.00	668.17
	01.42.61708	UTILITIES-STREET LIGHTS	05.31.2024 - M5007 - SL ROUTI	668.17	
474198	Invoice	05/31/2024	05.31.2024 - M1007 - TS RESPONSE	0.00	2,281.44
	01.42.61707	UTILITIES-SIGNALS	05.31.2024 - M1007 - TS RESPO	2,281.44	
474199	Invoice	05/31/2024	05.31.2024 - M1008 - TS REPONSE	0.00	4,500.89

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	01.42.61130	OUTSIDE SVCS-SIGNALS	05.31.2024 - M1008 - TS REPON		4,500.89	
02359	Deborah Yacobellis	07/10/2024	Regular	0.00	210.00	98100
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
TSA2406	Invoice	06/30/2024	06.30.2024 - LOA PERMIT	0.00	210.00	
	01.41.61157	PLAN CHECKING	06.30.2024 - LOA PERMIT	210.00		
01689	Department of Conservation	07/10/2024	Regular	0.00	1,410.46	98101
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012615	Invoice	04/08/2024	04.08.2024 - Q1 STRONG MOTION INT/SEI	0.00	447.26	
	01.00.20302	BUILDING: STATE SEISMIC	04.08.2024 - Q1 STRONG MOTI	447.26		
INV0012616	Invoice	06/30/2024	07.08.2024 - Q2 STRONG MOTION INT/SEI	0.00	963.20	
	01.00.20302	BUILDING: STATE SEISMIC	07.08.2024 - Q2 STRONG MOTI	963.20		
02732	Diesel Direct West	07/10/2024	Regular	0.00	1,055.77	98102
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
85905289	Invoice	06/20/2024	06.20.2024 - CLEAR RENEWABLE DIESEL -	0.00	233.82	
	01.81.62988	VEHICLE-FUEL/OIL/TIRES	06.20.2024 - CLEAR RENEWABL	233.82		
85905292	Invoice	06/20/2024	06.20.2024 - GASOLINE UNL - 150.0 GAL	0.00	821.95	
	01.81.62988	VEHICLE-FUEL/OIL/TIRES	06.20.2024 - GASOLINE UNL - 1	821.95		
03662	DMR Builders	07/10/2024	Regular	0.00	215,090.85	98103
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
6	Invoice	06/30/2024	07.02.2024 - TOWN HALL HVAC	0.00	215,090.85	
	45.41.61150	OUTSIDE SERVICES-OTHE	07.02.2024 - TOWN HALL HVAC	215,090.85		
00712	Donna Simonsen	07/10/2024	Regular	0.00	75.00	98104
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
07022024	Invoice	06/30/2024	07.02.2024 - LEISURE WALKS - JUNE 2024	0.00	75.00	
	21.62.61170	ADULT ART & CULTURE SE	07.02.2024 - LEISURE WALKS - J	75.00		
00087	Elite Tree Service	07/10/2024	Regular	0.00	17,975.00	98105
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2024-06-16	Invoice	06/21/2024	06.21.2024 - FIRE CLEARANCE - ANGELA H	0.00	2,930.00	
	35.41.61150	OUTSIDE SERVICES-OTHE	06.21.2024 - FIRE CLEARANCE -	2,930.00		
2024-06-17	Invoice	06/21/2024	06.21.2024 - FIRE CLERANCE - CHERNE/C	0.00	2,925.00	
	35.41.61150	OUTSIDE SERVICES-OTHE	06.21.2024 - FIRE CLERANCE - C	2,925.00		
2024-06-18	Invoice	06/21/2024	06.21.2024 - FIRE CLEARANCE - BENNETT/	0.00	2,880.00	
	35.41.61150	OUTSIDE SERVICES-OTHE	06.21.2024 - FIRE CLEARANCE -	2,880.00		
2024-06-19	Invoice	06/21/2024	06.21.2024 - FIRE CLEARANCE - FAUDE ST	0.00	2,880.00	
	35.41.61150	OUTSIDE SERVICES-OTHE	06.21.2024 - FIRE CLEARANCE -	2,880.00		
2024-06-22	Invoice	06/28/2024	06.28.2024 - FIRE CLERANCE - FAUDE PAR	0.00	3,180.00	
	35.41.61150	OUTSIDE SERVICES-OTHE	06.28.2024 - FIRE CLERANCE - F	3,180.00		
2024-06-23	Invoice	06/28/2024	06.28.2024 - FIRE CLEARANCE - FAUDE PA	0.00	3,180.00	
	35.41.61150	OUTSIDE SERVICES-OTHE	06.28.2024 - FIRE CLEARANCE -	3,180.00		
00092	Ewing Irrigation Products	07/10/2024	Regular	0.00	235.74	98106
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
22704199	Invoice	06/25/2024	06.25.2024 - TUBING, ADAPTER, PRIMER,	0.00	61.25	
	01.81.62200	DEPARTMENTAL SUPPLIE	06.25.2024 - TUBING, ADAPTER,	61.25		
22730179	Invoice	06/27/2024	06.27.2024 - MEMORIAL PARK - KEY/SWIV	0.00	174.49	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	01.81.62200 DEPARTMENTAL SUPPLIE		06.27.2024 - MEMORIAL PARK -		174.49	
00017	Fairfax Building Supply Co. Inc.	07/10/2024	Regular	0.00	406.45	98107
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
284072	Invoice	06/25/2024	06.25.2024 - LUMBER/STUCCO MIX	0.00	202.92	
	01.21.61150	OUTSIDE SERVICES-OTHE	06.25.2024 - LUMBER/STUCCO		202.92	
284127	Invoice	06/26/2024	06.26.2024 - BLADES/BITS	0.00	134.77	
	01.21.61150	OUTSIDE SERVICES-OTHE	06.26.2024 - BLADES/BITS		134.77	
284197	Invoice	06/27/2024	06.27.2024 - SPRAY PAINT	0.00	18.73	
	16.41.62200	DEPARTMENTAL SUPPLIE	06.27.2024 - SPRAY PAINT		18.73	
284223	Invoice	06/28/2024	06.28.2024 - CLAMP	0.00	50.03	
	01.42.62200	DEPARTMENTAL SUPPLIE	06.28.2024 - CLAMP		50.03	
01062	Forster Pump & Engineering Inc	07/10/2024	Regular	0.00	1,643.80	98108
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
2406172-IN	Invoice	06/20/2024	06.20.2024 - CREEK BOOSTER PUMP	0.00	1,643.80	
	01.81.61150	OUTSIDE SERVICES-OTHE	06.20.2024 - CREEK BOOSTER P		1,016.30	
	14.81.61150	OUTSIDE SERVICES-OTHE	06.20.2024 - CREEK BOOSTER P		627.50	
01586	Fourth Street Press	07/10/2024	Regular	0.00	37.15	98109
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
28869	Invoice	06/30/2024	06.30.2024 - NAME PLATES - MAURY/MO	0.00	37.15	
	21.65.62200	DEPARTMENTAL SUPPLIE	06.30.2024 - NAME PLATES - M		37.15	
03777	Friends of San Anselmo Parks - Open Space Func	07/10/2024	Regular	0.00	200.00	98110
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
0000550421	Invoice	06/27/2024	06.27.2024 - OPEN SPACE - ANNUAL FUN	0.00	200.00	
	01.00.49012	OTHER MISC REVENUE	06.27.2024 - OPEN SPACE - ANN		200.00	
03779	Gabriel Klapman	07/10/2024	Regular	0.00	502.00	98111
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
72588405	Invoice	06/27/2024	06.27.2024 - REFUND - 23 ELEPHANTS CA	0.00	502.00	
	21.63.48123	SPECIALTY CAMPS	06.27.2024 - REFUND - 23 ELEP		502.00	
02278	Gardeners' Guild	07/10/2024	Regular	0.00	200.00	98112
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
INV0012545	Invoice	06/21/2024	06.21.2024 - IMAGINATION PARK - IRRIGA	0.00	200.00	
	14.81.61150	OUTSIDE SERVICES-OTHE	06.21.2024 - IMAGINATION PAR		200.00	
03776	GFDS Engineers, Inc.	07/10/2024	Regular	0.00	772.50	98113
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
24013.00-1	Invoice	02/29/2024	02.29.2024 - TOWN HALL MECHANICAL - J	0.00	772.50	
	45.41.61150	OUTSIDE SERVICES-OTHE	02.29.2024 - TOWN HALL MECH		772.50	
00021	Good & Clean Company Inc	07/10/2024	Regular	0.00	13,505.00	98114
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
71546	Invoice	06/30/2024	07.02.2024 - LOWER TOWN HALL BATHR	0.00	2,200.00	
	01.41.61501	BLDG. MAINT-JANITORIAL	07.02.2024 - LOWER TOWN HA		2,200.00	
71547	Invoice	06/30/2024	07.02.2024 - GENERAL CLEANING	0.00	11,305.00	
	31.41.61501	BLDG. MAINT-JANITORIAL	07.02.2024 - GENERAL CLEANIN		2,825.00	
	34.41.61501	BLDG. MAINT-JANITORIAL	07.02.2024 - GENERAL CLEANIN		1,775.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	41.41.61701 UTILITIES		07.02.2024 - GENERAL CLEANIN		3,125.00	
	41.41.61701 UTILITIES		07.02.2024 - GENERAL CLEANIN		3,580.00	
00104	Grier Argall Plumbing Inc	07/10/2024	Regular	0.00	1,335.72	98115
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
17744	Invoice 06/28/2024	06.28.2024 - ICC VISTA ROOM - GAS CAP		0.00	180.44	
	31.41.61506	BLDG. MAINT-OTHER	06.28.2024 - ICC VISTA ROOM -	180.44		
17751	Invoice 06/24/2024	06.24.2024 - MILLENNIUM PARK - BATHR		0.00	1,155.28	
	01.81.61506	BLDG. MAINT-OTHER	06.24.2024 - MILLENNIUM PARK	1,155.28		
00020	Hannibal's Inc Electrical Construction	07/10/2024	Regular	0.00	627.74	98116
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
25220	Invoice 06/26/2024	06.26.2024 - EV CHARGING BREAKER RES		0.00	292.50	
	01.42.61410	MAINTENANCE OTHER E	06.26.2024 - EV CHARGING BRE	292.50		
25223	Invoice 06/26/2024	06.26.2024 - BRIDGE CHANNEL LIGHTS		0.00	335.24	
	01.42.61708	UTILITIES-STREET LIGHTS	06.26.2024 - BRIDGE CHANNEL	335.24		
02586	HdL Software LLC	07/10/2024	Regular	0.00	608.40	98117
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
SIN040236	Invoice 05/31/2024	05.31.2024 - NEW ACCOUNTS PROCESSED		0.00	608.40	
	01.12.61150	OUTSIDE SERVICES-OTHE	05.31.2024 - NEW ACCOUNTS P	608.40		
02410	Hinderliter de Llamas & Associates	07/10/2024	Regular	0.00	600.00	98118
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
SIN040097	Invoice 06/30/2024	06.30.2024-CONTRACT SVCS TRNSCTN TA		0.00	600.00	
	01.12.61150	OUTSIDE SERVICES-OTHE	06.30.2024-CONTRACT SVCS TR	600.00		
02236	HooplaDigital	07/10/2024	Regular	0.00	782.93	98119
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
505701425	Invoice 06/30/2024	06.30.2024 - DIGITAL ACCOUNT - JUNE 20		0.00	782.93	
	27.71.62309	E BOOKS	06.30.2024 - DIGITAL ACCOUNT	782.93		
02785	JACKSON DOBRONYI	07/10/2024	Regular	0.00	60.00	98120
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012547	Invoice 06/25/2024	06.25.2024 - REIMB - MOBILE WORKSHOP		0.00	60.00	
	01.18.61000	TRAINING	06.25.2024 - REIMB - MOBILE W	60.00		
00022	Jackson's Hardware Inc.	07/10/2024	Regular	0.00	25.89	98121
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
157785	Invoice 06/28/2024	06.28.2024 - CLAMP		0.00	25.89	
	01.42.62200	DEPARTMENTAL SUPPLIE	06.28.2024 - CLAMP	25.89		
00022	Jackson's Hardware Inc.	07/10/2024	Regular	0.00	75.00	98122
Payable #	**Payable Type** **Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
A68821	Invoice 06/15/2024	06.15.2024 - ELECTRIC LANDSCAPE REBAT		0.00	75.00	
	90.41.61100	OUTSIDE SERVICES	06.15.2024 - ELECTRIC LANDSCA	75.00		
00022	Jackson's Hardware Inc.	07/10/2024	Regular	0.00	194.42	98123

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
157271	Invoice	06/20/2024	06.20.2024 - HEX NUT/TRIM LINE	0.00	194.42	
	01.81.62200	DEPARTMENTAL SUPPLIE	06.20.2024 - HEX NUT/TRIM LIN	194.42		
00022	Jackson's Hardware Inc.	07/10/2024	Regular	0.00	82.30	98124
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
157097	Invoice	06/18/2024	06.18.2024 - BLADES/FASTENERS	0.00	82.30	
	01.42.62200	DEPARTMENTAL SUPPLIE	06.18.2024 - BLADES/FASTENER	82.30		
00022	Jackson's Hardware Inc.	07/10/2024	Regular	0.00	196.62	98125
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
157096	Invoice	06/18/2024	06.18.2024 - FIRE EXTINGUISHERS	0.00	196.62	
	41.41.61150	OUTSIDE SERVICES-OTHE	06.18.2024 - FIRE EXTINGUISHE	196.62		
00022	Jackson's Hardware Inc.	07/10/2024	Regular	0.00	23.19	98126
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
157550	Invoice	06/25/2024	06.25.2024 - DOWNSPOUT, SILICONE, FAS	0.00	23.19	
	01.41.61506	BLDG. MAINT-OTHER	06.25.2024 - DOWNSPOUT, SILI	23.19		
02558	Kanopy	07/10/2024	Regular	0.00	803.00	98127
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
407087	Invoice	06/30/2024	06.30.2024 - VIDEOS - LIBRARY - JUNE 202	0.00	803.00	
	01.71.62307	VIDEOS	06.30.2024 - VIDEOS - LIBRARY -	803.00		
03417	Lindsey Klein	07/10/2024	Regular	0.00	60.00	98128
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012548	Invoice	06/25/2024	06.25.2024 - REIMB - MOBILE WORKSHOP	0.00	60.00	
	01.18.61000	TRAINING	06.25.2024 - REIMB - MOBILE W	60.00		
00377	Luis Quezada	07/10/2024	Regular	0.00	11,427.50	98129
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012631	Invoice	06/30/2024	07.01.2024 - SOCCER CAMP - 06/17 AND	0.00	11,427.50	
	21.61.61162	KIDS SPORTS SERVICES	07.01.2024 - SOCCER CAMP - 06	11,427.50		
00145	Marin County Tax Collector	07/10/2024	Regular	0.00	1,595.15	98130
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
23-1243177	Invoice	06/24/2024	06.24.2024 - PROPERTY TAX - ROBSON HO	0.00	1,142.36	
	34.41.62924	POSSESSORY TAX PAYME	06.24.2024 - PROPERTY TAX - R	1,142.36		
23-1243178	Invoice	06/24/2024	06.24.2024 - PROPERTY TAX - ROBSON HO	0.00	452.79	
	34.41.62924	POSSESSORY TAX PAYME	06.24.2024 - PROPERTY TAX - R	452.79		
00029	Marin IT	07/10/2024	Regular	0.00	41,044.14	98131
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2024-123804	Invoice	06/28/2024	06.28.2024 - CISCO WIRELESS APS	0.00	6,342.37	
	21.65.61106	OUTSIDE SVCS-MGT INFO	06.28.2024 - CISCO WIRELESS A	3,171.19		
	42.21.62200	DEPARTMENTAL SUPPLIE	06.28.2024 - CISCO WIRELESS A	3,171.18		
2024-123805	Invoice	06/28/2024	06.28.2024 - 1PASSWORD SUBSCRIPTION	0.00	5,362.42	
	01.21.61150	OUTSIDE SERVICES-OTHE	06.28.2024 - 1PASSWORD SUBS	5,362.42		
2024-123806	Invoice	06/28/2024	06.28.2024 - POWEREDGE R350 - INSTALL	0.00	11,522.33	
	01.12.61150	OUTSIDE SERVICES-OTHE	06.28.2024 - POWEREDGE R350	11,522.33		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2024-123808	Invoice	06/28/2024	06.28.2024 - CISCO WIRELESS APS - CORP	0.00	9,824.02	
01.12.61150	OUTSIDE SERVICES-OTHE		06.28.2024 - CISCO WIRELESS A		3,274.68	
01.42.62200	DEPARTMENTAL SUPPLIE		06.28.2024 - CISCO WIRELESS A		3,274.67	
01.81.62200	DEPARTMENTAL SUPPLIE		06.28.2024 - CISCO WIRELESS A		3,274.67	
2024-123883	Invoice	06/30/2024	07.03.2024 - AGREEMENT MANAGED OFF	0.00	1,273.00	
42.21.61150	OUTSIDE SERVICES-OTHE		07.03.2024 - AGREEMENT MAN		1,273.00	
2024-123918	Invoice	06/30/2024	07.09.2024 - AGREEMENT ONSITE SUPPO	0.00	5,720.00	
42.21.61150	OUTSIDE SERVICES-OTHE		07.09.2024 - AGREEMENT ONSI		5,720.00	
2024-123936	Invoice	06/30/2024	07.09.2024 - AGREEMENT HOSTED BACK	0.00	1,000.00	
42.21.61150	OUTSIDE SERVICES-OTHE		07.09.2024 - AGREEMENT HOST		1,000.00	
03775	MUVZ, Inc.	07/10/2024	Regular	0.00	6,305.45	98132
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV910424	Invoice	06/25/2024	06.25.2024 - SPEED HUMP/RUBBER END	0.00	6,305.45	
16.41.62200	DEPARTMENTAL SUPPLIE		06.25.2024 - SPEED HUMP/RUB		6,305.45	
01388	NCSI	07/10/2024	Regular	0.00	111.00	98133
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
47306	Invoice	06/30/2024	07.01.2024 - BACKGROUND CHECKS - REC	0.00	111.00	
21.65.61137	FINGERPRINTING		07.01.2024 - BACKGROUND CHE		111.00	
00893	Perfect Timing Personnel Services, Inc.	07/10/2024	Regular	0.00	1,730.12	98134
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
53485	Invoice	06/10/2024	06.10.2024 - ADMINISTRATIVE SUPPORT -	0.00	1,730.12	
01.41.61103	OUTSIDE SVCS - HUMAN		06.10.2024 - ADMINISTRATIVE S		1,730.12	
03574	RASHID KHALIL	07/10/2024	Regular	0.00	800.00	98135
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
INV0012613	Invoice	06/03/2024	06.03.2024 - SOFTBALL CLINICS - REISSUE	0.00	800.00	
21.61.61165	SOFTBALL SERVICES		06.03.2024 - SOFTBALL CLINICS		800.00	
00821	Restaurant Repair Inc	07/10/2024	Regular	0.00	516.32	98136
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
1007	Invoice	06/27/2024	06.27.2024 - SNACK SHACK - ICE MAKER R	0.00	516.32	
01.81.62206	Snack Shack		06.27.2024 - SNACK SHACK - ICE		516.32	
03346	Sage Energy Consulting - NV5 Inc.	07/10/2024	Regular	0.00	2,912.50	98137
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
000000395616	Invoice	06/30/2024	07.03.2024 - MUNI RESILIENCY CENTER - J	0.00	2,912.50	
90.41.61100	OUTSIDE SERVICES		07.03.2024 - MUNI RESILIENCY		2,912.50	
03696	Sequoia Ecological Consulting, Inc.	07/10/2024	Regular	0.00	7,155.94	98138
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
2024271	Invoice	06/26/2024	06.26.2024 - SORICH PARK BOTANICAL SU	0.00	7,155.94	
35.41.61150	OUTSIDE SERVICES-OTHE		06.26.2024 - SORICH PARK BOTA		7,155.94	
02936	SMITH'S PEST MANAGEMENT	07/10/2024	Regular	0.00	450.00	98139
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
301515	Invoice	06/11/2024	06.11.2024 - MEMORIAL PARK - LANDSCA	0.00	150.00	
01.81.62206	Snack Shack		06.11.2024 - MEMORIAL PARK -		150.00	
304061	Invoice	06/28/2024	06.28.2024 - IMGNTN PK - ADDT'L SERVIC	0.00	300.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	14.81.61150	OUTSIDE SERVICES-OTHE	06.28.2024 - IMGNTN PK - ADD		300.00	
03212	Steven Teijeiro	07/10/2024	Regular	0.00	595.00	98140
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012630	Invoice	06/26/2024	06.26.2024 - SKATE CAMP	0.00	595.00	
	21.63.61183	CAMP SPORTS SERVICES	06.26.2024 - SKATE CAMP		595.00	
03590	The Marin Dojo, Inc.	07/10/2024	Regular	0.00	311.25	98141
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
07012024	Invoice	06/30/2024	07.01.2024 - TAI CHI - JUNE 2024	0.00	311.25	
	21.62.61170	ADULT ART & CULTURE SE	07.01.2024 - TAI CHI - JUNE 202		311.25	
03207	Toni DeFrancis	07/10/2024	Regular	0.00	200.00	98142
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2024-TC625	Invoice	06/30/2024	07.05.2024 - TRANSCRIPTION - TC 06/25	0.00	200.00	
	01.12.61150	OUTSIDE SERVICES-OTHE	07.05.2024 - TRANSCRIPTION -		200.00	
00215	Transbay Lock	07/10/2024	Regular	0.00	190.00	98143
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
91086	Invoice	06/26/2024	06.26.2024 - ICC - TOP LATCH REINSTALL	0.00	190.00	
	31.41.61506	BLDG. MAINT-OTHER	06.26.2024 - ICC - TOP LATCH RE		190.00	
00384	Van Midde & Son Concrete	07/10/2024	Regular	0.00	30,000.00	98144
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
15073	Invoice	06/25/2024	06.25.2024 - ST ANSELM SCHOOL - SIDEW	0.00	30,000.00	
	19.41.63113	UNPROGRAMMED DRAIN	06.25.2024 - ST ANSELM SCHOO		30,000.00	
03454	Willdan Engineering	07/10/2024	Regular	0.00	8,437.50	98145
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
002-31965	Invoice	06/21/2024	06.21.2024 - BLDG/SAFETY PLAN CHECKS	0.00	8,437.50	
	01.41.61157	PLAN CHECKING	06.21.2024 - BLDG/SAFETY PLA		8,437.50	
03778	Adelso Rodas	07/10/2024	Regular	0.00	724.57	98146
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
5020	Invoice	07/08/2024	07.08.2024 - BROKEN URINAL REPAIR	0.00	724.57	
	41.41.61150	OUTSIDE SERVICES-OTHE	07.08.2024 - BROKEN URINAL R		724.57	
00048	Alhambra & Sierra Springs	07/10/2024	Regular	0.00	91.93	98147
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
12161581 07032	Invoice	07/03/2024	07.03.2024 - WATER DELIVERY - CORPYAR	0.00	91.93	
	01.81.61150	OUTSIDE SERVICES-OTHE	07.03.2024 - WATER DELIVERY -		91.93	
02920	Amazon Business	07/10/2024	Regular	0.00	80.39	98148
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1H7C-HYNM-HP	Invoice	07/07/2024	07.07.2024 - GUITAR TUNER/BINDER RIN	0.00	25.11	
	27.71.62200	DEPARTMENTAL SUPPLIE	07.07.2024 - GUITAR TUNER/BI		25.11	
1P66-XX63-LPTJ	Invoice	07/02/2024	07.02.2024 - TROTSKY'S RUN	0.00	28.01	
	01.71.62310	Library Zip Grant	07.02.2024 - TROTSKY'S RUN		28.01	
1P66-XX63-NQ6N	Invoice	07/03/2024	07.03.2024 - A PAPER ORCHESTRA	0.00	27.27	
	01.71.62310	Library Zip Grant	07.03.2024 - A PAPER ORCHEST		27.27	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
03770	Amber Hines	07/10/2024	Regular	0.00	500.00	98149

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0012554	Invoice	07/01/2024	05.14.2024 - SUMMER READING PRGM -	0.00	500.00
	01.71.61132	OUTSIDE SVCS-PROGRAM	05.14.2024 - SUMMER READING	500.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
03354	Arlette Castellanos	07/10/2024	Regular	0.00	500.00	98150

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0012575	Invoice	05/01/2024	07.02.2024 - BILINGUAL STORYTIME - MA	0.00	500.00
	01.71.61132	OUTSIDE SVCS-PROGRAM	07.02.2024 - BILINGUAL STORYT	500.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
03768	Carlos Nieto III	07/10/2024	Regular	0.00	400.00	98151

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0012552	Invoice	07/01/2024	05.14.2024 - SUMMER READING PROGRA	0.00	400.00
	01.71.61132	OUTSIDE SVCS-PROGRAM	05.14.2024 - SUMMER READING	400.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02163	City of Foster City	07/10/2024	Regular	0.00	567.00	98152

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
16155	Invoice	07/09/2024	07.09.2024 - CALOPPS JOB POSTING - PER	0.00	567.00
	01.41.61806	MISC HIRING EXPENSES	07.09.2024 - CALOPPS JOB POST	567.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02524	Code Source	07/10/2024	Regular	0.00	6,859.00	98153

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
11706	Invoice	07/02/2024	07.02.2024 - PLAN REVIEW - 28 HOLSTEIN	0.00	2,094.00
	01.41.61157	PLAN CHECKING	07.02.2024 - PLAN REVIEW - 28	2,094.00	
11707	Invoice	07/02/2024	07.02.2024 - PLAN REVIEW - 43 MAGNOLI	0.00	3,365.00
	01.41.61157	PLAN CHECKING	07.02.2024 - PLAN REVIEW - 43	3,365.00	
11708	Invoice	07/08/2024	07.08.2024 - PLAN REVIEW - 299 BUTTER	0.00	918.00
	01.41.61157	PLAN CHECKING	07.08.2024 - PLAN REVIEW - 29	918.00	
11709	Invoice	07/08/2024	07.08.2024 - PLAN REVISIONS - 95 HILLSI	0.00	482.00
	01.41.61157	PLAN CHECKING	07.08.2024 - PLAN REVISIONS -	482.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02581	CSG Consultants	07/10/2024	Regular	0.00	125.00	98154

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
B241209	Invoice	07/01/2024	07.01.2024 - BLDG PLAN REVIEW - 22 BEL	0.00	125.00
	01.41.61157	PLAN CHECKING	07.01.2024 - BLDG PLAN REVIE	125.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00087	Elite Tree Service	07/10/2024	Regular	0.00	6,305.00	98155

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
2024-07-4	Invoice	07/03/2024	07.03.2024 - FAUDE PARK/ALDERNY AVE -	0.00	3,200.00
	35.41.61150	OUTSIDE SERVICES-OTHE	07.03.2024 - FAUDE PARK/ALDE	3,200.00	
2024-07-6	Invoice	07/03/2024	07.03.2024 - FIRE CLEARANCE - ICC BUILD	0.00	2,880.00
	35.41.61150	OUTSIDE SERVICES-OTHE	07.03.2024 - FIRE CLEARANCE - I	2,880.00	
INV0012573	Invoice	07/01/2024	07.01.2024 - 124 GREENFIELD	0.00	225.00
	01.00.42201	CONSTR: PLAN CHECK	07.01.2024 - 124 GREENFIELD	225.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
03396	Emily B. Stucky	07/10/2024	Regular	0.00	375.00	98156

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0012574	Invoice	06/30/2024	07.02.2024 - SING AND STOMP - JUNE 20	0.00	375.00
	01.71.61132	OUTSIDE SVCS-PROGRAM	07.02.2024 - SING AND STOMP -	375.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00267	Emma J. Beauchamp	07/10/2024	Regular	0.00	2,028.00	98157

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0012635	Invoice	07/01/2024	06.27.2024 - ROSS VALLEY ART CAMP	0.00	2,028.00	
	21.63.61182	ART AND MUSIC CAMP C	06.27.2024 - ROSS VALLEY ART	2,028.00		
00017	Fairfax Building Supply Co. Inc.	07/10/2024	Regular	0.00	225.54	98158
284445	Invoice	07/03/2024	07.03.2024 - FUNNEL, FASTENERS, HEX, A	0.00	112.62	
	01.81.62200	DEPARTMENTAL SUPPLIE	07.03.2024 - FUNNEL, FASTENE	112.62		
284446	Invoice	07/03/2024	07.03.2024 - BUNGEE CORD	0.00	40.02	
	60.14.62903	LIVE ON THE AVENUE	07.03.2024 - BUNGEE CORD	40.02		
284491	Invoice	07/05/2024	07.05.2024 - HOSE CLAMP	0.00	19.55	
	01.81.62200	DEPARTMENTAL SUPPLIE	07.05.2024 - HOSE CLAMP	19.55		
284588	Invoice	07/08/2024	07.08.2024 - CLAMP SS	0.00	20.01	
	01.81.62200	DEPARTMENTAL SUPPLIE	07.08.2024 - CLAMP SS	20.01		
284592	Invoice	07/08/2024	07.08.2024 - ECOFLOW HANDHELD	0.00	33.34	
	41.41.61150	OUTSIDE SERVICES-OTHE	07.08.2024 - ECOFLOW HANDH	33.34		
02278	Gardeners' Guild	07/10/2024	Regular	0.00	5,810.00	98159
117483	Invoice	07/01/2024	07.01.2024 - SFD MEDIANS - JULY MAINTE	0.00	1,099.00	
	01.42.61144	Medians	07.01.2024 - SFD MEDIANS - JUL	1,099.00		
117523	Invoice	07/01/2024	07.01.2024 - RED HILL MEDIAN - JULY MAI	0.00	2,178.00	
	01.42.61144	Medians	07.01.2024 - RED HILL MEDIAN -	2,178.00		
117524	Invoice	07/01/2024	07.01.2024 - IMGNTN PK, TH PK, MAG LO	0.00	2,070.00	
	01.81.61104	OUTSIDE SERVICES-GROU	07.01.2024 - IMGNTN PK, TH PK	1,035.00		
	14.81.61150	OUTSIDE SERVICES-OTHE	07.01.2024 - IMGNTN PK, TH PK	1,035.00		
INV0012577	Invoice	07/01/2024	07.01.2024 - MAGNOLIA LOT - IRRIGATIO	0.00	463.00	
	01.42.61144	Medians	07.01.2024 - MAGNOLIA LOT - I	463.00		
03767	Geoffrey Homann Miles	07/10/2024	Regular	0.00	450.00	98160
INV0012551	Invoice	07/01/2024	05.15.2024 - SUMMER READING PROGRA	0.00	450.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	05.15.2024 - SUMMER READING	450.00		
00021	Good & Clean Company Inc	07/10/2024	Regular	0.00	767.00	98161
71548	Invoice	07/02/2024	07.02.2024 - DEEP CLEANING - TAM ROO	0.00	767.00	
	31.41.61501	BLDG. MAINT-JANITORIAL	07.02.2024 - DEEP CLEANING - T	767.00		
00022	Jackson's Hardware Inc.	07/10/2024	Regular	0.00	67.88	98162
158267	Invoice	07/08/2024	07.08.2024 - BOLTS, EYELAG	0.00	67.88	
	01.81.62200	DEPARTMENTAL SUPPLIE	07.08.2024 - BOLTS, EYELAG	67.88		
00330	Marin General Services Authority	07/10/2024	Regular	0.00	106,352.00	98163

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012558	Invoice	07/01/2024	06.03.2024 - MEMBER CONTRIBUTIONS F	0.00	106,352.00	
	01.21.61115	OUTSIDE SVCS:CLIM&ERG	06.03.2024 - MEMBER CONTRIB	5,946.00		
	01.21.61116	OUTSIDE SVCS-ANIMAL C	06.03.2024 - MEMBER CONTRIB	81,824.00		
	01.41.61111	OUTSIDE SERVICES-GIS M	06.03.2024 - MEMBER CONTRIB	9,000.00		
	01.42.61129	OUTSIDE SVCS-MC GEN S	06.03.2024 - MEMBER CONTRIB	1,310.00		
	01.42.61129	OUTSIDE SVCS-MC GEN S	06.03.2024 - MEMBER CONTRIB	2,321.00		
	01.42.61129	OUTSIDE SVCS-MC GEN S	06.03.2024 - MEMBER CONTRIB	909.00		
	01.42.61129	OUTSIDE SVCS-MC GEN S	06.03.2024 - MEMBER CONTRIB	5,042.00		
00644	MARINet	07/10/2024	Regular	0.00	111,251.46	98164
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012549	Invoice	07/01/2024	07.01.2024 - FY24-25 OPERATING BUDGE	0.00	111,251.46	
	01.71.61197	AUTOMATED CALTALOG A	07.01.2024 - FY24-25 OPERATIN	86,497.96		
	27.71.61197	AUTOMATED CALTALOG A	07.01.2024 - FY24-25 OPERATIN	7,749.74		
	27.71.61197	AUTOMATED CALTALOG A	07.01.2024 - FY24-25 OPERATIN	8,645.70		
	27.71.61706	CENIC NETWORK SERVICE	07.01.2024 - FY24-25 OPERATIN	8,358.06		
02208	Mike Ashe	07/10/2024	Regular	0.00	425.00	98165
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012550	Invoice	07/01/2024	05.15.2024 - SUMMER READING PROGRA	0.00	425.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	05.15.2024 - SUMMER READING	425.00		
00403	Nicole Diosadado	07/10/2024	Regular	0.00	1,716.00	98166
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012636	Invoice	06/27/2024	06.27.2024 - ROSS VALLEY ART CAMP	0.00	1,716.00	
	21.63.61182	ART AND MUSIC CAMP C	06.27.2024 - ROSS VALLEY ART	1,716.00		
00397	NorthNetLibrary System	07/10/2024	Regular	0.00	1,172.00	98167
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2226	Invoice	07/01/2024	07.01.2024 - FY24-25 CALPERS NBCLS COS	0.00	1,172.00	
	01.71.61150	OUTSIDE SERVICES-OTHE	07.01.2024 - FY24-25 CALPERS	1,172.00		
03524	Northwest Cascade, Inc.	07/10/2024	Regular	0.00	3,882.41	98168
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
0554268147	Invoice	07/02/2024	07.02.2024 - ADA COMPLIANT UNIT/SERV	0.00	3,882.41	
	01.81.61150	OUTSIDE SERVICES-OTHE	07.02.2024 - ADA COMPLIANT U	3,882.41		
03769	Owen Maercks	07/10/2024	Regular	0.00	400.00	98169
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012561	Invoice	07/01/2024	05.15.2024 - SUMMER READING PRGM -	0.00	400.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	05.15.2024 - SUMMER READING	400.00		
00893	Perfect Timing Personnel Services, Inc.	07/10/2024	Regular	0.00	5,778.46	98170
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
53571	Invoice	06/30/2024	06.30.2024 - ADMINISTRATIVE SUPPORT -	0.00	1,666.97	
	01.41.61103	OUTSIDE SVCS - HUMAN	06.30.2024 - ADMINISTRATIVE S	1,666.97		
53597	Invoice	07/08/2024	07.08.2024 - ADMINISTRATIVE SUPPORT -	0.00	1,414.40	
	01.41.61103	OUTSIDE SVCS - HUMAN	07.08.2024 - ADMINISTRATIVE S	1,414.40		
53598	Invoice	07/08/2024	07.08.2024 - ADMINISTRATIVE SUPPORT -	0.00	2,697.09	
	01.82.60010	TEMPORARY HELP	07.08.2024 - ADMINISTRATIVE S	2,157.69		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	21.65.60010 TEMPORARY HELP		07.08.2024 - ADMINISTRATIVE S		539.40	
02956	PUBLIC RISK, INNOVATION, SOLUTIONS AND M/	07/10/2024	Regular	0.00	395.16	98171
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
25400054	Invoice	07/03/2024	07.03.2024 - EMPLOYEE ASSISTANCE PRG	0.00	395.16	
	40.21.60202	EMPLOYEE ASST PRG PRE	07.03.2024 - EMPLOYEE ASSISTA		395.16	
00839	Rachel-Anne Palacios	07/10/2024	Regular	0.00	350.00	98172
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0012556	Invoice	07/01/2024	05.14.2024 - SUMMER READING PRGM -	0.00	350.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	05.14.2024 - SUMMER READING		350.00	
00339	Redwood Security Systems	07/10/2024	Regular	0.00	825.00	98173
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4147469	Invoice	07/01/2024	07.01.2024 - FIRE MONITORING/MAINTE	0.00	825.00	
	34.41.61506	BLDG. MAINT-OTHER	07.01.2024 - FIRE MONITORING		210.00	
	41.41.61150	OUTSIDE SERVICES-OTHE	07.01.2024 - FIRE MONITORING		615.00	
00357	Sean Powers	07/10/2024	Regular	0.00	300.00	98174
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0012555	Invoice	07/01/2024	05.14.2024 - SUMMER READING PRGM -	0.00	300.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	05.14.2024 - SUMMER READING		300.00	
00352	Tyler Technologies Inc	07/10/2024	Regular	0.00	17,866.62	98175
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
025-466732	Invoice	07/01/2024	06.01.2024 - MAINTENANCE START 07/01	0.00	17,866.62	
	42.21.61150	OUTSIDE SERVICES-OTHE	06.01.2024 - MAINTENANCE ST		17,866.62	
	Void	07/15/2024	Regular	0.00	0.00	98176
	Void	07/15/2024	Regular	0.00	0.00	98177
02986	Albertsons/Safeway	07/15/2024	Regular	0.00	606.62	98178
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
432007-052824-1	Invoice	05/28/2024	05.28.2024 - FOOD SUPPLIES - REC DEPT	0.00	66.03	
	21.63.62979	PARKSIDE SUPPLIES	05.28.2024 - FOOD SUPPLIES - R		66.03	
435216-061824-1	Invoice	06/18/2024	06.18.2024 - FOOD SUPPLIES - REC DEPT	0.00	89.50	
	21.63.61184	CAMP KIDMARIN MIGHT	06.18.2024 - FOOD SUPPLIES - R		89.50	
664374-061224-1	Invoice	06/12/2024	06.12.2024 - FOOD SUPPLIES - REC DEPT	0.00	14.52	
	21.63.62979	PARKSIDE SUPPLIES	06.12.2024 - FOOD SUPPLIES - R		14.52	
665595-062024-1	Invoice	06/20/2024	06.20.2024 - FOOD SUPPLIES - REC DEPT	0.00	7.64	
	21.63.62979	PARKSIDE SUPPLIES	06.20.2024 - FOOD SUPPLIES - R		7.64	
721419-061724-1	Invoice	06/17/2024	06.17.2024 - FOOD SUPPLIES - REC DEPT	0.00	22.90	
	21.63.62979	PARKSIDE SUPPLIES	06.17.2024 - FOOD SUPPLIES - R		22.90	
724447-053024-1	Invoice	05/30/2024	05.30.2024 - REC DEPT - FOOD SUPPLIES	0.00	8.08	
	21.63.62979	PARKSIDE SUPPLIES	05.30.2024 - REC DEPT - FOOD S		8.08	
728397-060924-1	Invoice	06/09/2024	06.09.2024 - FOOD SUPPLIES - REC DEPT	0.00	6.08	
	21.63.62979	PARKSIDE SUPPLIES	06.09.2024 - FOOD SUPPLIES - R		6.08	
729295-061124-1	Invoice	06/11/2024	06.11.2024 - FOOD SUPPLIES - REC DEPT	0.00	18.56	
	21.63.61184	CAMP KIDMARIN MIGHT	06.11.2024 - FOOD SUPPLIES - R		18.56	
803494-060624-1	Invoice	06/06/2024	06.06.2024 - FOOD SUPPLIES - REC DEPT	0.00	65.54	
	21.63.62979	PARKSIDE SUPPLIES	06.06.2024 - FOOD SUPPLIES - R		65.54	
804557-062524-1	Invoice	06/25/2024	06.25.2024 - FOOD SUPPLIES - REC DEPT	0.00	126.55	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	21.63.61184 CAMP KIDMARIN MIGHT		06.25.2024 - FOOD SUPPLIES - R		126.55	
806692-060524-1	Invoice	06/05/2024	06.05.2024 - FOOD SUPPLIES - REC DEPT	0.00	75.43	
	21.63.62979 PARKSIDE SUPPLIES		06.05.2024 - FOOD SUPPLIES - R		75.43	
809239-061124-1	Invoice	06/11/2024	06.11.2024 - FOOD SUPPLIES - REC DEPT	0.00	105.79	
	21.63.61184 CAMP KIDMARIN MIGHT		06.11.2024 - FOOD SUPPLIES - R		105.79	
03008	Jara, Inc,	07/15/2024	Regular	0.00	404.55	98179
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
INV0012654	Invoice	07/10/2024	07.10.2024 - CAMP KID MARIN	0.00	404.55	
	21.63.61179	PARKSIDE SERVICES	07.10.2024 - CAMP KID MARIN		113.10	
	21.63.61184	CAMP KIDMARIN MIGHT	07.10.2024 - CAMP KID MARIN		291.45	
00283	1on1 Premier Sports Academy	07/25/2024	Regular	0.00	1,201.20	98180
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
INV0012701	Invoice	07/23/2024	07.23.2024 - BASKETBALL CAMP 07/15	0.00	1,201.20	
	21.61.61162	KIDS SPORTS SERVICES	07.23.2024 - BASKETBALL CAMP		1,201.20	
02411	23 ELEPHANTS THEATRE COMPANY	07/25/2024	Regular	0.00	15,200.50	98181
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
SUMMER2024-W	Invoice	07/23/2024	07.23.2024 - SUMMER 2024 - PAYMENT 6	0.00	5,302.50	
	21.63.61186	SPECIALTY CAMPS SERVIC	07.23.2024 - SUMMER 2024 - PA		5,302.50	
SUMMER2024-W	Invoice	07/24/2024	07.23.2024 - SUMMER 2024 - PAYMENT 5	0.00	9,898.00	
	21.63.61186	SPECIALTY CAMPS SERVIC	07.23.2024 - SUMMER 2024 - PA		9,898.00	
00048	Alhambra & Sierra Springs	07/25/2024	Regular	0.00	424.70	98182
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
23551470 07182	Invoice	07/18/2024	07.18.2024 - REC DEPT - WATER DELIVERY	0.00	424.70	
	21.63.61179	PARKSIDE SERVICES	07.18.2024 - REC DEPT - WATER		227.84	
	21.63.62987	ROBSON AFTER SCHOOL	07.18.2024 - REC DEPT - WATER		70.96	
	21.65.62200	DEPARTMENTAL SUPPLIE	07.18.2024 - REC DEPT - WATER		125.90	
02920	Amazon Business	07/25/2024	Regular	0.00	397.18	98183
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
14MQ-PH7V-XH	Invoice	07/10/2024	07.10.2024 - INSIDE AI	0.00	28.63	
	01.71.62310	Library Zip Grant	07.10.2024 - INSIDE AI		28.63	
199V-HMXM-413	Invoice	07/10/2024	07.10.2024 - HAWK ISLAND: BOOK 1	0.00	20.75	
	01.71.62310	Library Zip Grant	07.10.2024 - HAWK ISLAND: BO		20.75	
19JM-MFHR-7JJJ	Invoice	06/02/2024	06.02.2024 - BARCODE SCANNER	0.00	103.79	
	01.71.62000	OFFICE SUPPLIES	06.02.2024 - BARCODE SCANNE		103.79	
1CL6-9VXM-7YLF	Invoice	07/11/2024	07.11.2024 - FILM POSTERS OF THE 30S	0.00	28.68	
	01.71.62310	Library Zip Grant	07.11.2024 - FILM POSTERS OF		28.68	
1CMX-JYQM-3P1	Invoice	07/10/2024	07.10.2024 - ACE THE DATA SCIENCE INTE	0.00	46.38	
	01.71.62310	Library Zip Grant	07.10.2024 - ACE THE DATA SCIE		46.38	
1F6V-DFTW-L9M	Invoice	04/28/2024	04.28.2024 - ALL THE WAY TO HAVANA/T	0.00	78.48	
	27.71.62302	CHILDRENS BOOKS	04.28.2024 - ALL THE WAY TO H		78.48	
1KHT-HYV9-LMTV	Invoice	06/12/2024	06.12.2024 - CHARGING CABLES	0.00	65.19	
	01.71.62000	OFFICE SUPPLIES	06.12.2024 - CHARGING CABLES		65.19	
1T1V-37VJ-H7MR	Invoice	12/16/2023	12.16.2023 - BATTERIES	0.00	5.45	
	01.71.62000	OFFICE SUPPLIES	12.16.2023 - BATTERIES		5.45	
1WG9-4NMV-XF3	Invoice	07/10/2024	07.10.2024 - THE CHATGPT REVOLUTION	0.00	19.83	
	01.71.62310	Library Zip Grant	07.10.2024 - THE CHATGPT REV		19.83	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
03299	Answer MTI	07/25/2024	Regular	0.00	365.62	98184

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
000033-079-391	Invoice	06/30/2024	07.01.2024 - CALL CENTER SERVICE - JUN	0.00	365.62
	01.41.61150	OUTSIDE SERVICES-OTHE	07.01.2024 - CALL CENTER SERV	365.62	

02806	AQUASCAPE POOL SERVICE	07/25/2024	Regular	0.00	209.00	98185

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
28538	Invoice	06/30/2024	06.30.2024 - MONTHLY POOL SERVICE - J	0.00	209.00
	14.81.61150	OUTSIDE SERVICES-OTHE	06.30.2024 - MONTHLY POOL SE	209.00	

03354	Arlette Castellanos	07/25/2024	Regular	0.00	100.00	98186

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
12	Invoice	07/16/2024	07.16.2024 - SPANISH STORYTIME 06/05	0.00	100.00
	01.71.61132	OUTSIDE SVCS-PROGRAM	07.16.2024 - SPANISH STORYTI	100.00	

00408	Astro Jump of Northbay	07/25/2024	Regular	0.00	1,257.00	98187

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
24280853	Invoice	07/10/2024	07.12.2024 - CAMP KID MARIN WATER SLI	0.00	419.00
	21.63.61179	PARKSIDE SERVICES	07.10.2024 - CAMP KID MARIN	209.50	
	21.63.61184	CAMP KIDMARIN MIGHT	07.10.2024 - CAMP KID MARIN	209.50	
24281147	Invoice	07/17/2024	07.17.2024 - ASTRO JUMP CAMP	0.00	419.00
	21.63.61179	PARKSIDE SERVICES	07.17.2024 - ASTRO JUMP CAM	209.50	
	21.63.61184	CAMP KIDMARIN MIGHT	07.17.2024 - ASTRO JUMP CAM	209.50	
24281431	Invoice	07/24/2024	07.24.2024 - CAMP KIDMARIN WATERSLI	0.00	419.00
	21.63.61179	PARKSIDE SERVICES	07.24.2024 - CAMP KIDMARIN	209.50	
	21.63.61184	CAMP KIDMARIN MIGHT	07.24.2024 - CAMP KIDMARIN	209.50	

00001	AT&T Calnet	07/25/2024	Regular	0.00	1,614.16	98188

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
574-07102024	Invoice	07/10/2024	574 - ALL DEPTS CENTREX - 06.10.24-07.0	0.00	1,528.10
	41.41.61701	UTILITIES	574 - ALL DEPTS CENTREX - 06.1	1,528.10	
579-07102024	Invoice	07/10/2024	579 - TRAFFIC LIGHT MODEM - 06.10.24-0	0.00	29.12
	01.42.61705	UTILITIES-TELEPHONE	579 - TRAFFIC LIGHT MODEM -	29.12	
580-07102024	Invoice	07/10/2024	580 - ROBSON HOUSE - 06.10.24-07.09.24	0.00	56.94
	34.41.61705	UTILITIES-TELEPHONE	580 - ROBSON HOUSE - 06.10.2	56.94	

02542	Avril Angevine	07/25/2024	Regular	0.00	125.00	98189

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0012688	Invoice	07/11/2024	07.11.2024 - HONORARIUM - AUGUST AR	0.00	125.00
	01.71.61132	OUTSIDE SVCS-PROGRAM	07.11.2024 - HONORARIUM - A	125.00	

03702	Ayrton B. Sobral	07/25/2024	Regular	0.00	6,864.73	98190

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0012655	Invoice	06/26/2024	06.26.2024 - CREEK PARK PARKLETTE	0.00	6,864.73
	01.21.61150	OUTSIDE SERVICES-OTHE	06.26.2024 - CREEK PARK PARKL	6,864.73	

00388	Baker & Taylor	07/25/2024	Regular	0.00	1,058.43	98191

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
5018937133	Invoice	06/07/2024	06.07.2024 - CHILDREN'S BOOKS	0.00	313.50
	01.71.62302	CHILDRENS BOOKS	06.07.2024 - CHILDREN'S BOOK	342.83	
	01.71.62302	CHILDRENS BOOKS	CREDIT MEMO #003300323	-29.33	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5018964531	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	66.74	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		66.74	
5018964532	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	40.64	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		40.64	
5018964533	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	80.23	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		80.23	
5018964534	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	22.45	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		22.45	
5018964535	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	13.49	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		13.49	
5018964536	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	15.79	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		15.79	
5018964537	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	43.61	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		43.61	
5018964538	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	22.12	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		22.12	
5018964539	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	64.03	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		64.03	
5018964540	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	69.35	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		69.35	
5018964541	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	16.82	
	01.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		16.82	
5018964542	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	23.79	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		23.79	
5018964543	Invoice	07/03/2024	07.03.2024 - ADULT BOOKS	0.00	23.79	
	27.71.62301	ADULT BOOKS	07.03.2024 - ADULT BOOKS		23.79	
5018978534	Invoice	07/02/2024	07.02.2024 - ADULT BOOKS	0.00	77.69	
	01.71.62301	ADULT BOOKS	07.02.2024 - ADULT BOOKS		77.69	
5018978535	Invoice	07/02/2024	07.02.2024 - ADULT BOOKS	0.00	22.45	
	01.71.62301	ADULT BOOKS	07.02.2024 - ADULT BOOKS		22.45	
5018978536	Invoice	07/02/2024	07.02.2024 - ADULT BOOKS	0.00	46.55	
	01.71.62301	ADULT BOOKS	07.02.2024 - ADULT BOOKS		46.55	
5018978537	Invoice	07/02/2024	07.02.2024 - ADULT BOOKS	0.00	22.45	
	01.71.62301	ADULT BOOKS	07.02.2024 - ADULT BOOKS		22.45	
5018978538	Invoice	07/02/2024	07.02.2024 - ADULT BOOKS	0.00	14.80	
	01.71.62301	ADULT BOOKS	07.02.2024 - ADULT BOOKS		14.80	
5018978539	Invoice	07/02/2024	07.02.2024 - ADULT BOOKS	0.00	23.79	
	01.71.62301	ADULT BOOKS	07.02.2024 - ADULT BOOKS		23.79	
5018983761	Invoice	06/28/2024	06.28.2024 - CHILDREN'S BOOKS	0.00	17.57	
	01.71.62302	CHILDRENS BOOKS	06.28.2024 - CHILDREN'S BOOK		17.57	
5018983762	Invoice	06/28/2024	06.28.2024 - CHILDREN'S BOOKS	0.00	16.78	
	27.71.62302	CHILDRENS BOOKS	06.28.2024 - CHILDREN'S BOOK		16.78	
	Void	07/25/2024	Regular	0.00	0.00	98192
00007	Bay Cities Joint Power Insurance Authority	07/25/2024	Regular	0.00	659,411.00	98193

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
BCJPIA-0019-202	Invoice	07/03/2024	07.03.2024 - FY24-25 ANNUAL DEPOSIT C	0.00	659,411.00	
	40.21.60201	WORKERS COMPENSATIO	07.03.2024 - FY24-25 ANNUAL	189,307.00		
	40.21.61153	LIABILITY INSURANCE PRE	07.03.2024 - FY24-25 ANNUAL	331,049.00		
	40.21.61153	LIABILITY INSURANCE PRE	07.03.2024 - FY24-25 ANNUAL	85,879.00		
	40.21.61153	LIABILITY INSURANCE PRE	07.03.2024 - FY24-25 ANNUAL	9,743.00		
	40.21.61153	LIABILITY INSURANCE PRE	07.03.2024 - FY24-25 ANNUAL	1,263.00		
	40.21.61153	LIABILITY INSURANCE PRE	07.03.2024 - FY24-25 ANNUAL	21,428.00		
	40.21.61188	Cyber Liability Program Pr	07.03.2024 - FY24-25 ANNUAL	20,742.00		
03792	Blake Bostwick	07/25/2024	Regular	0.00	367.00	98194
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
74450497	Invoice	07/23/2024	07.23.2024 - REFUND - LUIS QUEZADA SO	0.00	367.00	
	21.63.48124	CAMP SPORTS	07.23.2024 - REFUND - LUIS QU	367.00		
02823	BOUCHER LAW	07/25/2024	Regular	0.00	90.00	98195
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2190	Invoice	06/30/2024	LABOR & EMPLOYMENT LAW MATTERS 0	0.00	90.00	
	01.16.61196	PERSONNEL LEGAL SERVI	LABOR & EMPLOYMENT LAW M	90.00		
00032	BRADY INDUSTRIES	07/25/2024	Regular	0.00	1,301.93	98196
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
9036893	Invoice	07/11/2024	07.11.2024 - PRE SCHOOL - PAPER TOWEL	0.00	397.46	
	31.41.61501	BLDG. MAINT-JANITORIAL	07.11.2024 - PRE SCHOOL - PAP	397.46		
9036895	Invoice	07/11/2024	07.11.2024 - TOWN HALL - PAPER TOWEL	0.00	506.97	
	41.41.61501	BLDG. MAINT-JANITORIAL	07.11.2024 - TOWN HALL - PAPE	506.97		
9036897	Invoice	07/11/2024	07.11.2024 - REC OFFICES - PAPER TOWEL	0.00	217.66	
	31.41.61501	BLDG. MAINT-JANITORIAL	07.11.2024 - REC OFFICES - PAP	217.66		
9036900	Invoice	07/11/2024	07.11.2024 - ROBSON HOUSE - PAPER TO	0.00	35.97	
	34.41.61501	BLDG. MAINT-JANITORIAL	07.11.2024 - ROBSON HOUSE - P	35.97		
9036902	Invoice	07/11/2024	07.11.2024 - PARK - PAPER TOWELS	0.00	143.87	
	41.41.61501	BLDG. MAINT-JANITORIAL	07.11.2024 - PARK - PAPER TOW	143.87		
03784	Bret Matson	07/25/2024	Regular	0.00	4,130.00	98197
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
R13249	Invoice	06/30/2024	06.30.2024 - REFUND - ROAD BOND - 45	0.00	4,130.00	
	01.00.20314	ROAD BOND	06.30.2024 - REFUND - ROAD B	4,130.00		
03774	ClientFirst Consulting Group., LLC	07/25/2024	Regular	0.00	296.25	98198
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
16923	Invoice	06/30/2024	06.30.2024 - SOLAR PERMITS PROJECT M	0.00	296.25	
	90.41.61150	OUTSIDE SERVICES-OTHE	06.30.2024 - SOLAR PERMITS PR	296.25		
02315	Coastland Civil Engineering Inc.	07/25/2024	Regular	0.00	8,555.00	98199
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
59694	Invoice	06/30/2024	06.30.2024 - BUILDING DEPT SERVICES	0.00	8,555.00	
	01.41.61157	PLAN CHECKING	06.30.2024 - BUILDING DEPT SE	8,555.00		
02524	Code Source	07/25/2024	Regular	0.00	4,184.50	98200

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
11704	Invoice	06/30/2024	06.30.2024 - PLAN REVIEW - 14 OAK AVE	0.00	2,743.50	
	01.41.61157	PLAN CHECKING	06.30.2024 - PLAN REVIEW - 14	2,743.50		
11715	Invoice	07/23/2024	07.23.2024 - PLAN REVIEW - 531 REDWO	0.00	1,441.00	
	01.41.61157	PLAN CHECKING	07.23.2024 - PLAN REVIEW - 53	1,441.00		
00410	COFAM	07/25/2024	Regular	0.00	200.00	98201
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012689	Invoice	07/11/2024	07.11.2024 - ART TALK WITH FAMSF - JUL	0.00	200.00	
	01.71.61132	OUTSIDE SVCS-PROGRAM	07.11.2024 - ART TALK WITH FA	200.00		
03783	Dave Sandusky	07/25/2024	Regular	0.00	1,612.66	98202
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
R15372	Invoice	06/30/2024	04.13.2024 - REFUND - APP WTHDRWL 56	0.00	1,612.66	
	01.00.20302	BUILDING: STATE SEISMIC	04.13.2024 - REFUND - APP WT	1.60		
	01.00.20310	BUILDING: STATE GREEN	04.13.2024 - REFUND - APP WT	0.80		
	01.00.42001	BUSINESS LICENSE TAX	04.13.2024 - REFUND - APP WT	8.00		
	01.00.42202	CONSTR: BUILDING PERM	04.13.2024 - REFUND - APP WT	550.40		
	01.00.42202	CONSTR: BUILDING PERM	04.13.2024 - REFUND - APP WT	737.60		
	01.00.48012	GENERAL PLAN MAINT FE	04.13.2024 - REFUND - APP WT	29.84		
	01.00.48012	GENERAL PLAN MAINT FE	04.13.2024 - REFUND - APP WT	44.42		
	19.00.48004	ROAD IMPACT FEE: CONS	04.13.2024 - REFUND - APP WT	240.00		
00533	Davis Sign Company	07/25/2024	Regular	0.00	26,087.77	98203
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
38360	Invoice	06/30/2024	07.03.2024 - TOWN HALL WOOD/METAL	0.00	22,054.26	
	01.21.61903	PROMOTION OF COMME	07.03.2024 - TOWN HALL WOO	11,027.13		
	41.41.61506	PUBLIC WORKS CAPITAL	07.03.2024 - TOWN HALL WOO	11,027.13		
38362	Invoice	06/30/2024	07.03.2024 - LOTA SIGNS/STICKERS	0.00	4,033.51	
	60.14.62903	LIVE ON THE AVENUE	07.03.2024 - LOTA SIGNS/STICKE	4,033.51		
01320	DC Electric Group Inc	07/25/2024	Regular	0.00	27,688.22	98204
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
474161	Invoice	05/23/2024	05.23.2024 - 1A TS POLE/PPB POST KNOC	0.00	16,830.00	
	40.21.61906	LIABILITY INSURANCE CLA	05.23.2024 - 1A TS POLE/PPB P	16,830.00		
474359	Invoice	06/30/2024	06.30.2024 - M5007 SL ROUTINE - JUNE 2	0.00	668.17	
	01.42.61708	UTILITIES-STREET LIGHTS	06.30.2024 - M5007 SL ROUTIN	668.17		
474452	Invoice	06/30/2024	06.30.2024 - M5008 SL RESPONSE - JUNE	0.00	400.68	
	01.42.61708	UTILITIES-STREET LIGHTS	06.30.2024 - M5008 SL RESPON	400.68		
474505	Invoice	06/30/2024	06.30.2024 - M1007 TS ROUTINE - JUNE 2	0.00	8,337.12	
	01.42.61707	UTILITIES-SIGNALS	06.30.2024 - M1007 TS ROUTIN	8,337.12		
474506	Invoice	06/30/2024	06.30.2024 - M1008 TS RESPONSE - JUNE	0.00	1,452.25	
	01.42.61707	UTILITIES-SIGNALS	06.30.2024 - M1008 TS RESPON	1,452.25		
02732	Diesel Direct West	07/25/2024	Regular	0.00	838.65	98205
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
85942226	Invoice	07/11/2024	07.11.2024 - GASOLINE UNL - 152.3 GAL	0.00	838.65	
	01.81.62988	VEHICLE-FUEL/OIL/TIRES	07.11.2024 - GASOLINE UNL - 1	838.65		
03520	DM Brent & Associates, Inc.	07/25/2024	Regular	0.00	19,940.00	98206

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
TOSAHP01	Invoice	06/30/2024	Construction Management Services HILLD	0.00	610.00	
	15.81.63100	CONSTRUCTION	Construction Management Servi	610.00		
TOSALIB13	Invoice	06/30/2024	06.30.2024 - LIBRARY - CONSTRUCTION M	0.00	425.00	
	41.41.63117	CONSTRUCTION - BUILDI	06.30.2024 - LIBRARY - CONSTR	425.00		
TOSASF05	Invoice	06/30/2024	06.30.2024 - SF BLVD - CONSTRUCTION M	0.00	980.00	
	15.41.63100	CONSTRUCTION	06.30.2024 - SF BLVD - CONSTR	980.00		
TOSATH16	Invoice	06/30/2024	06.30.2024 - TOWN HALL - CONSTRUCTIO	0.00	17,925.00	
	45.41.61150	OUTSIDE SERVICES-OTHE	06.30.2024 - TOWN HALL - CON	17,925.00		
03790	Dotto Glass	07/25/2024	Regular	0.00	1,062.00	98207
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
240993	Invoice	07/17/2024	07.17.2024 - BROKEN UNIT REPLACEMEN	0.00	1,062.00	
	34.41.61506	BLDG. MAINT-OTHER	07.17.2024 - BROKEN UNIT REP	1,062.00		
00086	Ebsco Subscription Services	07/25/2024	Regular	0.00	3,074.65	98208
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
0568350	Invoice	07/03/2024	07.03.2024 - LIBRARY - MAGAZINE SUBSC	0.00	3,074.65	
	01.71.62305	MAGAZINES AND NEWSP	07.03.2024 - LIBRARY - MAGAZI	3,074.65		
00087	Elite Tree Service	07/25/2024	Regular	0.00	9,558.00	98209
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2024-07-10	Invoice	07/12/2024	07.12.2024 - FIRE CLEARANCE - MEMORI	0.00	2,948.00	
	35.41.61150	OUTSIDE SERVICES-OTHE	07.12.2024 - FIRE CLEARANCE -	2,948.00		
2024-07-7	Invoice	06/30/2024	07.06.2024 - EMGNCY FALLEN TREE RMVL	0.00	850.00	
	01.42.61105	OUTSIDE SERVICES-TREES	07.06.2024 - EMGNCY FALLEN T	850.00		
2024-07-8	Invoice	07/12/2024	07.12.2024 - FIRE CLEARANCE - GREENFIE	0.00	2,880.00	
	35.41.61150	OUTSIDE SERVICES-OTHE	07.12.2024 - FIRE CLEARANCE -	2,880.00		
2024-07-9	Invoice	07/12/2024	07.12.2024 - FIRE CLEARANCE - SAUNDER	0.00	2,880.00	
	35.41.61150	OUTSIDE SERVICES-OTHE	07.12.2024 - FIRE CLEARANCE -	2,880.00		
00017	Fairfax Building Supply Co. Inc.	07/25/2024	Regular	0.00	146.74	98210
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
284617	Invoice	07/08/2024	07.08.2024 - PRIMER SPRAY	0.00	15.26	
	01.42.62200	DEPARTMENTAL SUPPLIE	07.08.2024 - PRIMER SPRAY	15.26		
284646	Invoice	07/09/2024	07.09.2024 - BOLT/CLIP/SCREW/CABLE	0.00	78.26	
	60.14.62903	LIVE ON THE AVENUE	07.09.2024 - BOLT/CLIP/SCREW/	78.26		
284655	Invoice	07/09/2024	07.09.2024 - STAPLES, SIGNS, SPRAY PAIN	0.00	53.22	
	01.42.62200	DEPARTMENTAL SUPPLIE	07.09.2024 - STAPLES, SIGNS, SP	53.22		
03786	Ferrari Moe, LLP	07/25/2024	Regular	0.00	675.00	98211
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
24041001	Invoice	06/30/2024	06.30.2024 - ROSS VALLEY FIRE STATION 2	0.00	675.00	
	45.41.61150	OUTSIDE SERVICES-OTHE	06.30.2024 - ROSS VALLEY FIRE	675.00		
02278	Gardeners' Guild	07/25/2024	Regular	0.00	463.00	98212
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
117671	Invoice	07/08/2024	07.08.2024 - MAGNOLIA LOT - VALVE REP	0.00	463.00	
	01.42.61144	Medians	07.08.2024 - MAGNOLIA LOT - V	463.00		
00206	George Zahorsky	07/25/2024	Regular	0.00	1,680.00	98213

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012698	Invoice	07/23/2024	07.23.2024 - ADULT TENNIS	0.00	1,680.00	
	21.61.61166	TENNIS SERVICES	07.23.2024 - ADULT TENNIS	1,680.00		
03352	Granite Construction Company	07/25/2024	Regular	0.00	3,366.95	98214
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2748189	Invoice	07/08/2024	07.08.2024 - EZ STREET/TEN WHEELER	0.00	3,366.95	
	01.42.62908	SUPPLIES-STREET MAINT	07.08.2024 - EZ STREET/TEN W	3,366.95		
02861	H & H PRINTING, INC	07/25/2024	Regular	0.00	1,385.29	98215
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
13705	Invoice	06/30/2024	06.30.2024 - GENERAL PLAN SURVEY POS	0.00	1,385.29	
	01.18.61150	OUTSIDE SERVICES-OTHE	06.30.2024 - GENERAL PLAN SU	1,385.29		
03635	Integra Landscape Architecture	07/25/2024	Regular	0.00	10,787.65	98216
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2311	Invoice	05/15/2024	05.15.2024-MEMORIAL PARK MP ADDEN	0.00	9,336.00	
	15.81.63100	CONSTRUCTION	05.15.2024-MEMORIAL PARK M	9,336.00		
2352	Invoice	06/30/2024	07.15.2024 - PARKSIDE PLAYGROUND DES	0.00	1,451.65	
	21.65.63100	CAPITAL OUTLAY - CONST	07.15.2024 - PARKSIDE PLAYGR	1,451.65		
00022	Jackson's Hardware Inc.	07/25/2024	Regular	0.00	70.46	98217
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
158499	Invoice	07/10/2024	07.10.2024 - HEX BOLTS	0.00	70.46	
	01.81.62200	DEPARTMENTAL SUPPLIE	07.10.2024 - HEX BOLTS	70.46		
03008	Jara, Inc,	07/25/2024	Regular	0.00	421.95	98218
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
57074	Invoice	07/01/2024	04.17.2024 - CAMP KID MARIN	0.00	130.50	
	21.63.61179	PARKSIDE SERVICES	04.17.2024 - CAMP KID MARIN	130.50		
57094	Invoice	07/01/2024	04.17.2024 - CAMP KID MARIN	0.00	113.10	
	21.63.61184	CAMP KIDMARIN MIGHT	04.17.2024 - CAMP KID MARIN	113.10		
57099	Invoice	07/01/2024	04.17.2024 - CAMP KID MARIN	0.00	91.35	
	21.63.61184	CAMP KIDMARIN MIGHT	04.17.2024 - CAMP KID MARIN	91.35		
57109	Invoice	07/01/2024	04.17.2024 - CAMP KID MARIN	0.00	87.00	
	21.63.61184	CAMP KIDMARIN MIGHT	04.17.2024 - CAMP KID MARIN	87.00		
00880	Jasmine Gavam	07/25/2024	Regular	0.00	1,716.00	98219
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012693	Invoice	06/30/2024	07.16.2024 - ROSS VALLEY ART CAMP	0.00	1,716.00	
	21.63.61182	ART AND MUSIC CAMP C	07.16.2024 - ROSS VALLEY ART	1,716.00		
03782	Jessica Fairchild	07/25/2024	Regular	0.00	17,015.85	98220
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2302	Invoice	06/25/2024	06.25.2024 - RVFD STN 20 CD	0.00	17,015.85	
	45.41.61150	OUTSIDE SERVICES-OTHE	06.25.2024 - RVFD STN 20 CD	17,015.85		
00113	Juan Olsen Sanchez	07/25/2024	Regular	0.00	929.25	98221

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Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
SPRING24 FINAL	Invoice	06/30/2024	06.10.2024 - GYMNASTICS SPRING 2024 F	0.00	929.25	
	21.61.61167	TUMBLING SERVICES	06.10.2024 - GYMNASTICS SPRI	929.25		
03791	Lara Starr	07/25/2024	Regular	0.00	74.10	98222
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
07222024	Invoice	07/22/2024	07.22.2024 - RESIN CHARMS - ADULT 07/	0.00	74.10	
	21.62.61170	ADULT ART & CULTURE SE	07.22.2024 - RESIN CHARMS - A	74.10		
03070	LAVINIA BORTIS	07/25/2024	Regular	0.00	102.50	98223
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012692	Invoice	07/17/2024	07.17.2024 - REIMB - MARIN COUNTY RE	0.00	102.50	
	15.41.63200	SLURRY RESURFACING CO	07.17.2024 - REIMB - MARIN CO	102.50		
03785	Lorelle Strange	07/25/2024	Regular	0.00	425.00	98224
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
74296399	Invoice	07/16/2024	07.16.2024 - REFUND - SEWING CAMP CO	0.00	425.00	
	21.63.48123	SPECIALTY CAMPS	07.16.2024 - REFUND - SEWING	425.00		
00377	Luis Quezada	07/25/2024	Regular	0.00	4,434.54	98225
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012700	Invoice	07/23/2024	07.23.2024 - SOCCER CAMP 07/08-07/15	0.00	4,434.54	
	21.61.61162	KIDS SPORTS SERVICES	07.23.2024 - SOCCER CAMP 07/	4,434.54		
00150	Marin Color Service Inc.	07/25/2024	Regular	0.00	150.79	98226
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
S0684971	Invoice	07/11/2024	07.11.2024 - BUCKET/OPENER/GRACO ON	0.00	150.79	
	60.14.62903	LIVE ON THE AVENUE	07.11.2024 - BUCKET/OPENER/	150.79		
02042	Marin I J 30640450 Circulation Library	07/25/2024	Regular	0.00	1,394.80	98227
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012697	Invoice	07/05/2024	ACCT# 4674389 - SUBSCRIPTION RENEWA	0.00	1,394.80	
	01.71.62305	MAGAZINES AND NEWSP	ACCT# 4674389 - SUBSCRIPTIO	1,394.80		
00029	Marin IT	07/25/2024	Regular	0.00	38,688.40	98228
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2024-123803	Invoice	06/28/2024	06.28.2024 - QUALYS INTERNAL VULNERA	0.00	3,741.42	
	42.21.61150	OUTSIDE SERVICES-OTHE	06.28.2024 - QUALYS INTERNAL	3,741.42		
2024-123807	Invoice	06/28/2024	06.28.2024 - TEAMS PHONE PLAN ANNUA	0.00	32,264.00	
	01.21.61150	OUTSIDE SERVICES-OTHE	06.28.2024 - TEAMS PHONE PLA	32,264.00		
2024-123934	Invoice	06/30/2024	07.09.2024 - AGREEMENT AUTOMATE AN	0.00	2,502.50	
	42.21.61150	OUTSIDE SERVICES-OTHE	07.09.2024 - AGREEMENT AUTO	2,502.50		
2024-123969	Invoice	07/11/2024	07.11.2024 - POE INJECTOR CONFERENCE	0.00	80.49	
	42.21.62200	DEPARTMENTAL SUPPLIE	07.11.2024 - POE INJECTOR CO	80.49		
2024-25856	Invoice	07/22/2024	07.22.2024 - STANDARD SSL RENEWAL	0.00	99.99	
	42.21.61150	OUTSIDE SERVICES-OTHE	07.22.2024 - STANDARD SSL RE	99.99		
00142	Marin Municipal Water District	07/25/2024	Regular	0.00	10,434.50	98229

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
073-07092024	Invoice	06/30/2024	073 - CENTER BLVD & FORREST - 05.07.24	0.00	160.81	
	01.81.61703	UTILITIES-WATER	073 - CENTER BLVD & FORREST -	160.81		
119-07152024	Invoice	06/30/2024	119 - MULTIPLE - 05.10.24-07.10.24	0.00	2,546.72	
	41.41.61701	UTILITIES	119 - MULTIPLE - 05.10.24-07.1	2,546.72		
120-07152024	Invoice	06/30/2024	120 - MULTIPLE - 05.10.24-07.10.24	0.00	1,133.16	
	41.41.61701	UTILITIES	120 - MULTIPLE - 05.10.24-07.1	1,133.16		
152-07152024	Invoice	06/30/2024	152 - SAN FRANCISCO BLVD - 05.10.24-07.	0.00	597.96	
	41.41.61701	UTILITIES	152 - SAN FRANCISCO BLVD - 05	597.96		
216-07112024	Invoice	06/30/2024	216 - 237 CRESCENT RD - 05.08.24-07.08.	0.00	1,702.02	
	01.81.61703	UTILITIES-WATER	216 - 237 CRESCENT RD - 05.08.	1,702.02		
307-07112024	Invoice	06/30/2024	307 - 237 CRESCENT RD - 05.08.24-07.08.	0.00	124.69	
	34.41.61703	UTILITIES-WATER	307 - 237 CRESCENT RD - 05.08.	124.69		
495-07152024	Invoice	06/30/2024	495 - MAGNOLIA AVE - 05.10.24-07.10.24	0.00	588.53	
	41.41.61701	UTILITIES	495 - MAGNOLIA AVE - 05.10.24	588.53		
665-07152024	Invoice	06/30/2024	665 - SAN FRANCISCO BLVD - 05.10.24-07.	0.00	157.55	
	41.41.61701	UTILITIES	665 - SAN FRANCISCO BLVD - 05	157.55		
761-07152024	Invoice	06/30/2024	761 - RED HILL & SEQUOIA - 05.10.24-07.	0.00	287.48	
	41.41.61701	UTILITIES	761 - RED HILL & SEQUOIA - 05.	287.48		
808-07152024	Invoice	06/30/2024	808 - 525 SAN ANSELMO AVE - 05.10.24-0	0.00	895.92	
	41.41.61701	UTILITIES	808 - 525 SAN ANSELMO AVE - 0	895.92		
939-07152024	Invoice	06/30/2024	939 - 634 SAN ANSELMO AVE - 05.10.24-0	0.00	79.54	
	41.41.61701	UTILITIES	939 - 634 SAN ANSELMO AVE - 0	79.54		
943-07152024	Invoice	06/30/2024	943 - 237 CRESCENT RD - 05.10.24-07.10.	0.00	2,160.12	
	32.81.61703	UTILITIES-WATER	943 - 237 CRESCENT RD - 05.10.	1,080.06		
	41.41.61701	UTILITIES	943 - 237 CRESCENT RD - 05.10.	1,080.06		
03781	Marin Summer Camps LLC	07/25/2024	Regular	0.00	1,582.00	98230
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012653	Invoice	06/26/2024	06.26.2024 - MARIN BLASTER CAMP 06/2	0.00	1,582.00	
	21.63.61183	CAMP SPORTS SERVICES	06.26.2024 - MARIN BLASTER C	1,582.00		
03788	Michael Barber	07/25/2024	Regular	0.00	179.00	98231
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
R15402	Invoice	07/17/2024	07.17.2024 - REFUND - ELECTRICAL PERM	0.00	179.00	
	01.00.20310	BUILDING: STATE GREEN	07.17.2024 - REFUND - ELECTRI	1.00		
	01.00.42001	BUSINESS LICENSE TAX	07.17.2024 - REFUND - ELECTRI	10.00		
	01.00.42204	CONSTR: ELECTRICAL PER	07.17.2024 - REFUND - ELECTRI	168.00		
03787	Michael Witz	07/25/2024	Regular	0.00	25,000.00	98232
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
00021467	Invoice	06/30/2024	07.19.2024 - UNDRGRNDNG REFUND-100	0.00	25,000.00	
	01.00.20377	Undergrounding Deposit	07.19.2024 - UNDRGRNDNG RE	25,000.00		
01627	MULTIFORCE SYSTEMS CORP	07/25/2024	Regular	0.00	2,633.00	98233
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
923885	Invoice	03/13/2024	03.13.2024 - FUELSERVE.NET SAAS	0.00	2,633.00	
	01.42.62988	VEHICLE-FUEL/OIL/TIRES	03.13.2024 - FULSERVE.NET SAA	2,633.00		
01916	NATIONAL ACADEMY OF ATHLETICS	07/25/2024	Regular	0.00	1,878.80	98234

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Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012691	Invoice	07/16/2024	07.16.2024 - ALL SORTS OF SPORTS 7/8	0.00	1,878.80	
	21.63.61183	CAMP SPORTS SERVICES	07.16.2024 - ALL SORTS OF SPO	1,878.80		
00118	North Bay Lighting & Electrical Supply	07/25/2024	Regular	0.00	52.44	98235
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
87047	Invoice	07/10/2024	07.10.2024 - 2 FOOT T8 LED	0.00	52.44	
	41.41.61150	OUTSIDE SERVICES-OTHE	07.10.2024 - 2 FOOT T8 LED	52.44		
00397	NorthNetLibrary System	07/25/2024	Regular	0.00	1,244.00	98236
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2272	Invoice	07/01/2024	07.01.2024 - NLS MEMBERSHIP FEEES FY2	0.00	1,244.00	
	01.71.61150	OUTSIDE SERVICES-OTHE	07.01.2024 - NLS MEMBERSHIP	1,244.00		
00992	OverDrive Inc.	07/25/2024	Regular	0.00	4,717.37	98237
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
02883CO242087	Invoice	07/10/2024	07.10.2024 - LIBRARY - EBOOKS/AUDIOBO	0.00	4,717.37	
	01.71.62309	E BOOKS	07.10.2024 - LIBRARY - EBOOKS/	4,717.37		
00128	Pacific Gas & Electric	07/25/2024	Regular	0.00	38.84	98238
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
216-07122024	Invoice	06/30/2024	216 - IMAGINATION PARK - 06.06.24-07.0	0.00	38.84	
	14.81.61150	OUTSIDE SERVICES-OTHE	216 - IMAGINATION PARK - 06.0	38.84		
00165	Pacific Telemanagement Services - PTS	07/25/2024	Regular	0.00	93.00	98239
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2124426	Invoice	07/11/2024	07.11.2024 - TH PAYPHONE - AUG 2024	0.00	93.00	
	01.42.61705	UTILITIES-TELEPHONE	07.11.2024 - TH PAYPHONE - AU	93.00		
02554	Parkmobile LLC	07/25/2024	Regular	0.00	287.60	98240
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV39042	Invoice	06/30/2024	06.30.2024 - END USER FEES - JUNE 2024	0.00	287.60	
	13.42.61114	OUTSIDE SRV: PARKING	06.30.2024 - END USER FEES - J	287.60		
03297	PBC Guru	07/25/2024	Regular	0.00	3,500.00	98241
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV-503695	Invoice	07/11/2024	07.11.2024 - MEMBRRSHIP LIBRARY SPKR	0.00	3,500.00	
	27.71.61132	OUTSIDE SVCS-PROGRAM	07.11.2024 - MEMBRRSHIP LIB	3,500.00		
00893	Perfect Timing Personnel Services, Inc.	07/25/2024	Regular	0.00	5,009.77	98242
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
53623	Invoice	07/15/2024	07.15.2024 - ADMINSTRATIVE SUPPORT -	0.00	1,616.46	
	01.41.61103	OUTSIDE SVCS - HUMAN	07.15.2024 - ADMINSTRATIVE S	1,616.46		
53647	Invoice	07/22/2024	07.22.2024 - ADMINISTRATIVE SUPPORT -	0.00	1,843.78	
	01.41.61103	OUTSIDE SVCS - HUMAN	07.22.2024 - ADMINISTRATIVE S	1,843.78		
53648	Invoice	07/22/2024	07.22.2024 - ADMINISTRATIVE SUPPORT -	0.00	1,549.53	
	01.82.60010	TEMPORARY HELP	07.22.2024 - ADMINISTRATIVE S	1,239.62		
	21.65.60010	TEMPORARY HELP	07.22.2024 - ADMINISTRATIVE S	309.91		
00038	Rafael Lumber	07/25/2024	Regular	0.00	440.12	98243

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Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
53955	Invoice	06/06/2024	06.06.2024 - LUMBER	0.00	440.12	
	01.42.62200	DEPARTMENTAL SUPPLIE	06.06.2024 - LUMBER	440.12		
01848	Real Magic & Co.	07/25/2024	Regular	0.00	500.00	98244
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2358	Invoice	07/23/2024	07.23.2024 - CAMP ENTERTAINMENT 202	0.00	500.00	
	21.63.61179	PARKSIDE SERVICES	07.23.2024 - CAMP ENTERTAIN	250.00		
	21.63.61184	CAMP KIDMARIN MIGHT	07.23.2024 - CAMP ENTERTAIN	250.00		
03672	Reid J. Thaler	07/25/2024	Regular	0.00	3,864.00	98245
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
07222024-2	Invoice	07/22/2024	07.22.2024 - MIXED MEDIA/PHOTOGRAP	0.00	3,864.00	
	21.63.61186	SPECIALTY CAMPS SERVIC	07.22.2024 - MIXED MEDIA/PH	3,864.00		
01474	Ron McGee	07/25/2024	Regular	0.00	495.00	98246
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
8896	Invoice	07/10/2024	07.10.2024 - CAMP KID MARIN ENTERTAI	0.00	495.00	
	21.63.61179	PARKSIDE SERVICES	07.10.2024 - CAMP KID MARIN	247.50		
	21.63.61184	CAMP KIDMARIN MIGHT	07.10.2024 - CAMP KID MARIN	247.50		
00594	Safety-Kleen	07/25/2024	Regular	0.00	5,507.08	98247
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
94589988	Invoice	06/01/2024	06.01.2024 - PAINT WASTE DISPOSAL	0.00	5,507.08	
	01.42.61150	OUTSIDE SERVICES-OTHE	06.01.2024 - PAINT WASTE DISP	5,507.08		
01329	San Anselmo Community Foundation	07/25/2024	Regular	0.00	500.00	98248
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
007	Invoice	07/16/2024	07.16.2024 - FLOWER BASKET REPLACEM	0.00	500.00	
	95.41.61150	OUTSIDE SERVICES-OTHE	07.16.2024 - FLOWER BASKET R	500.00		
01563	SCA	07/25/2024	Regular	0.00	5,025.00	98249
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
24000548	Invoice	06/15/2024	06.15.2024 - RSDNTL SWEEPER - MAR,JU	0.00	5,025.00	
	01.42.61135	STREET SWEEPING	06.15.2024 - RSDNTL SWEEPER -	5,025.00		
00652	Stephen Flatland Land Surveying	07/25/2024	Regular	0.00	600.00	98250
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012695	Invoice	07/14/2024	07.14.2024 - ELEVATION SURVEY & BFE C	0.00	600.00	
	15.90.63100	CONSTRUCTION	07.14.2024 - ELEVATION SURVE	600.00		
03212	Steven Teijeiro	07/25/2024	Regular	0.00	1,428.00	98251
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012690	Invoice	07/16/2024	07.16.2024 - SKATE CAMP 7/8	0.00	357.00	
	21.63.61183	CAMP SPORTS SERVICES	07.16.2024 - SKATE CAMP 7/8	357.00		
INV0012699	Invoice	07/23/2024	07.23.2024 - SKATE CAMP 07/15	0.00	1,071.00	
	21.63.61183	CAMP SPORTS SERVICES	07.23.2024 - SKATE CAMP 07/15	1,071.00		
00696	Town of Fairfax	07/25/2024	Regular	0.00	275.00	98252

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0012682	Invoice	07/15/2024	07.15.2024 - MCCMC JUNE MEETING	0.00	275.00	
	01.11.61000	TRAINING	07.15.2024 - MCCMC JUNE MEE	275.00		
00220	Underground Service Alert	07/25/2024	Regular	0.00	2,941.00	98253
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1765672024	Invoice	07/22/2024	07.22.2024 - 2024 MEMBERSHIP	0.00	2,941.00	
	01.42.61150	OUTSIDE SERVICES-OTHE	07.22.2024 - 2024 MEMBERSHI	2,941.00		
00384	Van Midde & Son Concrete	07/25/2024	Regular	0.00	105,200.00	98254
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
15088	Invoice	06/30/2024	07.10.2024 - ST ANSELM SCHOOL - FINAL	0.00	105,200.00	
	19.41.63113	UNPROGRAMMED DRAIN	07.10.2024 - ST ANSELM SCHOO	105,200.00		
02905	Wells Fargo Vendor Financial Services, LLC	07/25/2024	Regular	0.00	925.01	98255
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5030580857	Invoice	07/12/2024	07.12.2024 - CANON COPIER LEASE	0.00	925.01	
	42.21.63003	COMPUTER HARDWARE/	07.12.2024 - CANON COPIER LE	925.01		
03454	Willdan Engineering	07/25/2024	Regular	0.00	19,703.27	98256
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
00232140	Invoice	06/30/2024	07.15.2024 - SAN ANSELMO B&S SVCS	0.00	8,802.02	
	01.41.61157	PLAN CHECKING	07.15.2024 - SAN ANSELMO B&	8,802.02		
002-32141	Invoice	06/30/2024	07.15.2024 - BLDG/SAFETY PLAN CHECKS	0.00	10,901.25	
	01.41.61157	PLAN CHECKING	07.15.2024 - BLDG/SAFETY PLA	10,901.25		
00351	The Bank of New York Mellon Trust Company, N	07/30/2024	Regular	0.00	825.00	98257
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
252- 2639323	Invoice	06/27/2024	2020 GENERAL OBLIGATION BONDS ACCT	0.00	825.00	
	28.00.61143	OUTSIDE SERVICES: BON	2020 GENERAL OBLIGATION BO	825.00		
00128	Pacific Gas & Electric	07/01/2024	Bank Draft	0.00	113.20	DFT05375
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
216-07012024	Invoice	06/30/2024	216 - ROBSON - 06.07.24-07.06.2024	0.00	113.20	
	41.41.61701	UTILITIES	216 - ROBSON - 06.07.24-07.06.	113.20		
00362	Town of San Anselmo	07/08/2024	Bank Draft	0.00	302,084.64	DFT05403
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0012612	Invoice	07/08/2024	7-15-2024 TSA To Fund Payroll	0.00	302,084.64	
	01.00.20299	PAYROLL PAYABLE	7-15-2024 TSA To Fund Payroll	208,969.07		
	01.00.20299	PAYROLL PAYABLE	7-15-2024 TSA To Fund Payroll	3,605.34		
	01.00.20299	PAYROLL PAYABLE	7-15-2024 TSA To Fund Payroll	-1,425.93		
	15.00.20299	PAYROLL PAYABLE	7-15-2024 TSA To Fund Payroll	8,499.87		
	15.00.20299	PAYROLL PAYABLE	7-15-2024 TSA To Fund Payroll	-40.00		
	19.00.20299	PAYROLL PAYABLE	7-15-2024 TSA To Fund Payroll	12,151.92		
	21.00.20299	PAYROLL PAYABLE	7-15-2024 TSA To Fund Payroll	57,514.99		
	21.00.20299	PAYROLL PAYABLE	7-15-2024 TSA To Fund Payroll	-215.00		
	27.00.20299	PAYROLL PAYABLE	7-15-2024 TSA To Fund Payroll	12,927.49		
	60.00.20299	PAYROLL PAYABLE	7-15-2024 TSA To Fund Payroll	96.89		
01281	Payroll Resource Group	07/01/2024	Bank Draft	0.00	105.00	DFT05404

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
18988	Invoice	07/01/2024	07.01.2024 - S125/S132 PROCESSING FEE	0.00	105.00	
	01.12.61107	OUTSIDE SVCS-ACCOUNTI	07.01.2024 - S125/S132 PROCES	105.00		
03303	U.S. Bank Corporate Trust	07/23/2024	Bank Draft	0.00	552,599.61	DFT05406
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2602141	Invoice	07/10/2024	07.10.2024 - PENSION OBLIGATION BOND	0.00	552,599.61	
	01.40.64000	DEBT SERVICE: PRINCIPAL	07.10.2024 - PENSION OBLIGATI	465,000.00		
	01.40.64100	DEBT SERVICE: INTEREST	07.10.2024 - PENSION OBLIGATI	87,599.61		
00348	The Bank of New York Mellon	07/29/2024	Bank Draft	0.00	203,628.13	DFT05407
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012619	Invoice	07/10/2024	07.10.2024 - 2011 REFUNDING BOND PAY	0.00	203,628.13	
	29.40.64000	DEBT SERVICE: PRINCIPAL	07.10.2024 - 2011 REFUNDING	195,000.00		
	29.40.64100	DEBT SERVICE: INTEREST	07.10.2024 - 2011 REFUNDING	8,628.13		
00348	The Bank of New York Mellon	07/29/2024	Bank Draft	0.00	172,800.00	DFT05408
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012620	Invoice	07/10/2024	07.10.2024 - 2020 REFUNDING BOND PAY	0.00	172,800.00	
	28.40.64000	DEBT SERVICE: PRINCIPAL	07.10.2024 - 2020 REFUNDING	155,000.00		
	28.40.64100	DEBT SERVICE: INTEREST	07.10.2024 - 2020 REFUNDING	17,800.00		
00181	Ross Valley Fire Department	07/15/2024	Bank Draft	0.00	479,896.00	DFT05409
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012633	Invoice	07/15/2024	07.15.2024 - RVFD MEMBER CONTRIBUTI	0.00	479,896.00	
	01.32.61139	RVFS CONTRACT	07.15.2024 - RVFD MEMBER CO	479,896.00		
01102	Central Marin Police Authority	07/02/2024	Bank Draft	0.00	1,368,617.25	DFT05410
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0012634	Invoice	07/02/2024	07.02.2024 - CMPA MEMBER CONTRIBUTI	0.00	1,368,617.25	
	01.30.61199	POLICE SERVICES CONTR	07.02.2024 - CMPA MEMBER C	1,368,617.25		
03344	CSG Forte Payments Inc.	07/10/2024	Bank Draft	0.00	2,517.86	DFT05411
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
0012231709	Invoice	07/10/2024	07.10.2024 - CREDIT CARD PROCESSING -	0.00	2,517.86	
	21.65.61177	CHG CARDS	07.10.2024 - CREDIT CARD PRO	2,517.86		
03344	CSG Forte Payments Inc.	07/10/2024	Bank Draft	0.00	1,150.32	DFT05412
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
0012231439	Invoice	07/10/2024	07.10.2024 - CREDIT CARD PROCESSING -	0.00	1,150.32	
	21.65.61177	CHG CARDS	07.10.2024 - CREDIT CARD PRO	1,150.32		
01662	CalPERS	07/26/2024	Bank Draft	0.00	3,983.00	DFT05413
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
10000001758864	Invoice	07/01/2024	07.01.2024 - UNFUNDED ACCRUED LIABIL	0.00	3,983.00	
	01.21.60100	RETIREMENT	07.01.2024 - UNFUNDED ACCRU	3,983.00		
01662	CalPERS	07/26/2024	Bank Draft	0.00	15,076.00	DFT05414

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
10000001758861	Invoice	07/01/2024	07.01.2024 - UNFUNDED ACCURED LIABIL	0.00	15,076.00	
	01.21.60100	RETIREMENT	07.01.2024 - UNFUNDED ACCUR	15,076.00		
01662	CalPERS	07/26/2024	Bank Draft	0.00	74,709.00	DFT05415
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
10000001758910	Invoice	07/01/2024	07.01.2024 - UNFUNDED ACCRUED LIABIL	0.00	74,709.00	
	01.21.60100	RETIREMENT	07.01.2024 - UNFUNDED ACCRU	74,709.00		
00072	Comcast	07/05/2024	Bank Draft	0.00	140.02	DFT05416
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
426-07052024	Invoice	06/30/2024	426 - CREEK CAMERA	0.00	140.02	
	42.21.61150	OUTSIDE SERVICES-OTHE	426 - CREEK CAMERA	140.02		
00391	Verizon Wireless	07/01/2024	Bank Draft	0.00	923.57	DFT05419
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
9966495537	Invoice	06/12/2024	06.12.2024 - CELLULAR - 05.13.24-06.12.2	0.00	923.57	
	01.12.61705	UTILITIES-TELEPHONE	06.12.2024 - CELLULAR - 05.13.	51.63		
	01.41.61705	UTILITIES-TELEPHONE	06.12.2024 - CELLULAR - 05.13.	518.35		
	01.42.61705	UTILITIES-TELEPHONE	06.12.2024 - CELLULAR - 05.13.	263.30		
	21.63.61179	PARKSIDE SERVICES	06.12.2024 - CELLULAR - 05.13.	38.01		
	21.63.61187	ROBSON AFTER SCHOOL	06.12.2024 - CELLULAR - 05.13.	52.28		
00072	Comcast	07/11/2024	Bank Draft	0.00	258.98	DFT05420
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
583-06162024	Invoice	07/01/2024	06.16.2024 - CORPYARD INTERNET - 06.21	0.00	258.98	
	42.21.61150	OUTSIDE SERVICES-OTHE	06.16.2024 - CORPYARD INTERN	258.98		
00128	Pacific Gas & Electric	07/11/2024	Bank Draft	0.00	8.11	DFT05421
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
717-07112024	Invoice	06/30/2024	717 - CORPYARD NATURAL GAS - 07.11.20	0.00	8.11	
	41.41.61701	UTILITIES	717 - CORPYARD NATURAL GAS	8.11		
00128	Pacific Gas & Electric	07/29/2024	Bank Draft	0.00	38.84	DFT05422
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
216-07292024	Invoice	06/30/2024	216 - IMAGINATION PARK - 06.06.24-07.0	0.00	38.84	
	14.81.61150	OUTSIDE SERVICES-OTHE	216 - IMAGINATION PARK - 06.0	38.84		
00128	Pacific Gas & Electric	07/16/2024	Bank Draft	0.00	2,208.87	DFT05423
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
146-07162024	Invoice	06/30/2024	146 - EV CHARGING - 06.06.24-07.05.24	0.00	2,208.87	
	13.42.61114	OUTSIDE SRV: PARKING	146 - EV CHARGING - 06.06.24-0	2,208.87		
00128	Pacific Gas & Electric	07/16/2024	Bank Draft	0.00	931.94	DFT05424
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
355-07162024	Invoice	06/30/2024	355 - CORPYARD UTILITIES - 06.05.24-07.0	0.00	931.94	
	41.41.61701	UTILITIES	355 - CORPYARD UTILITIES - 06.	931.94		
00072	Comcast	07/15/2024	Bank Draft	0.00	166.98	DFT05425

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
758-07152024	Invoice	07/15/2024	758 - TH INTERNET - 07.24.24-08.23.24	0.00	166.98	
	41.41.61701	UTILITIES	758 - TH INTERNET - 07.24.24-0	166.98		
00072	Comcast	07/14/2024	Bank Draft	0.00	166.98	DFT05427
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
758-07142024	Invoice	07/14/2024	758 - TH INTERNET - 06.24.24-07.23.24	0.00	166.98	
	42.21.61150	OUTSIDE SERVICES-OTHE	758 - TH INTERNET - 06.24.24-0	166.98		
00128	Pacific Gas & Electric	07/26/2024	Bank Draft	0.00	14,563.75	DFT05445
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
461-07262024	Invoice	06/30/2024	461 - TH UTILITIES - 06.07.24-07.08.24	0.00	14,563.75	
	21.65.61701	UTILITIES-ELECTRICITY	461 - TH UTILITIES - 06.07.24-07	438.37		
	21.65.61701	UTILITIES-ELECTRICITY	461 - TH UTILITIES - 06.07.24-07	681.58		
	31.41.61701	UTILITIES-ELECTRICITY	461 - TH UTILITIES - 06.07.24-07	1,210.25		
	31.41.61702	UTILITIES-GAS	461 - TH UTILITIES - 06.07.24-07	766.05		
	34.41.61701	UTILITIES-ELECTRICITY	461 - TH UTILITIES - 06.07.24-07	273.80		
	34.41.61702	UTILITIES-GAS	461 - TH UTILITIES - 06.07.24-07	174.76		
	41.41.61701	UTILITIES	461 - TH UTILITIES - 06.07.24-07	11,018.94		
00362	Town of San Anselmo	07/31/2024	Bank Draft	0.00	235,929.56	DFT05446
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0012781	Invoice	07/31/2024	07.31.2024 TSA To Fund Payroll	0.00	235,929.56	
	01.00.20299	PAYROLL PAYABLE	07.31.2024 TSA To Fund Payroll	162,413.58		
	01.00.20299	PAYROLL PAYABLE	07.31.2024 TSA To Fund Payroll	3,605.34		
	01.00.20299	PAYROLL PAYABLE	07.31.2024 TSA To Fund Payroll	-1,425.93		
	15.00.20299	PAYROLL PAYABLE	07.31.2024 TSA To Fund Payroll	8,918.10		
	15.00.20299	PAYROLL PAYABLE	07.31.2024 TSA To Fund Payroll	-40.00		
	19.00.20299	PAYROLL PAYABLE	07.31.2024 TSA To Fund Payroll	10,717.90		
	21.00.20299	PAYROLL PAYABLE	07.31.2024 TSA To Fund Payroll	42,873.54		
	21.00.20299	PAYROLL PAYABLE	07.31.2024 TSA To Fund Payroll	-215.00		
	27.00.20299	PAYROLL PAYABLE	07.31.2024 TSA To Fund Payroll	8,855.96		
	60.00.20299	PAYROLL PAYABLE	07.31.2024 TSA To Fund Payroll	226.07		
00402	US Bank	07/08/2024	Bank Draft	0.00	29,454.26	DFT05447
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0012502	Invoice	06/24/2024	05.21.2024 - O'GRADY - CPRS	0.00	185.00	
	21.65.61302	DUES	05.21.2024 - O'GRADY - CPRS	185.00		
INV0012503	Invoice	06/24/2024	05.23.2024 - O'GRADY - TARGET	0.00	75.82	
	21.63.61187	ROBSON AFTER SCHOOL	05.23.2024 - O'GRADY - TARGET	75.82		
INV0012504	Invoice	06/24/2024	05.27.2024 - O'GRADY - AMAZON	0.00	78.69	
	21.65.63100	CAPITAL OUTLAY - CONST	05.27.2024 - O'GRADY - AMAZO	78.69		
INV0012505	Invoice	06/24/2024	05.28.2024 - O'GRADY - TARGET	0.00	109.72	
	21.63.62984	CAMP KIDMARIN MIGHT	05.28.2024 - O'GRADY - TARGET	109.72		
INV0012506	Invoice	06/24/2024	05.29.2024 - O'GRADY - CARMEN'S	0.00	138.91	
	21.65.61000	TRAINING	05.29.2024 - O'GRADY - CARME	138.91		
INV0012507	Invoice	06/24/2024	05.30.2024 - O'GRADY - COMCAST	0.00	97.03	
	21.63.61187	ROBSON AFTER SCHOOL	05.30.2024 - O'GRADY - COMCA	97.03		
INV0012508	Invoice	06/24/2024	05.31.2024 - O'GRADY - TARGET	0.00	32.76	
	21.63.62984	CAMP KIDMARIN MIGHT	05.31.2024 - O'GRADY - TARGET	32.76		
INV0012509	Invoice	06/24/2024	05.31.2024 - O'GRADY - TARGET	0.00	109.24	
	21.63.62987	ROBSON AFTER SCHOOL	05.31.2024 - O'GRADY - TARGET	109.24		
INV0012510	Invoice	06/24/2024	05.31.2024 - O'GRADY - TARGET	0.00	43.69	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
21.63.62984	CAMP KIDMARIN MIGHT	05.31.2024 - O'GRADY - TARGET			43.69	
INV0012511	Invoice	06/24/2024	06.03.2024 - O'GRADY - CPRS	0.00	600.00	
21.65.61000	TRAINING	06.03.2024 - O'GRADY - CPRS			600.00	
INV0012512	Invoice	06/24/2024	06.06.2024 - O'GRADY - T&B	0.00	2,726.61	
21.63.62984	CAMP KIDMARIN MIGHT	06.06.2024 - O'GRADY - T&B			2,726.61	
INV0012513	Invoice	06/24/2024	06.06.2024 - O'GRADY - T&B	0.00	987.66	
21.63.61179	PARKSIDE SERVICES	06.06.2024 - O'GRADY - T&B			987.66	
INV0012514	Invoice	06/24/2024	06.10.2024 - O'GRADY - AMAZON	0.00	56.00	
21.63.62984	CAMP KIDMARIN MIGHT	06.10.2024 - O'GRADY - AMAZO			56.00	
INV0012515	Invoice	06/24/2024	06.11.2024 - O'GRADY - AMAZON	0.00	327.74	
21.65.63100	CAPITAL OUTLAY - CONST	06.11.2024 - O'GRADY - AMAZO			327.74	
INV0012516	Invoice	06/24/2024	06.12.2024 - O'GRADY - AMAZON	0.00	251.64	
21.62.62975	KIDS CULTURE SUPPLIES	06.12.2024 - O'GRADY - AMAZO			251.64	
INV0012517	Invoice	06/24/2024	06.12.2024 - O'GRADY - AMAZON	0.00	17.22	
21.62.62975	KIDS CULTURE SUPPLIES	06.12.2024 - O'GRADY - AMAZO			17.22	
INV0012518	Invoice	06/24/2024	06.13.2024 - O'GRADY - AMAZON	0.00	426.72	
21.65.63100	CAPITAL OUTLAY - CONST	06.13.2024 - O'GRADY - AMAZO			426.72	
INV0012519	Invoice	06/24/2024	06.13.2024 - O'GRADY - AMAZON	0.00	226.02	
21.65.63100	CAPITAL OUTLAY - CONST	06.13.2024 - O'GRADY - AMAZO			226.02	
INV0012520	Invoice	06/24/2024	06.13.2024 - O'GRADY - EPIC SPORTS	0.00	327.74	
21.65.63100	CAPITAL OUTLAY - CONST	06.13.2024 - O'GRADY - EPIC SP			327.74	
INV0012521	Invoice	06/24/2024	06.14.2024 - O'GRADY - AMAZON	0.00	39.75	
21.63.62984	CAMP KIDMARIN MIGHT	06.14.2024 - O'GRADY - AMAZO			39.75	
INV0012522	Invoice	06/24/2024	06.14.2024 - O'GRADY - AMAZON	0.00	155.97	
21.63.62984	CAMP KIDMARIN MIGHT	06.14.2024 - O'GRADY - AMAZO			155.97	
INV0012523	Invoice	06/24/2024	06.15.2024 - O'GRADY - AMAZON	0.00	62.48	
21.63.62984	CAMP KIDMARIN MIGHT	06.15.2024 - O'GRADY - AMAZO			62.48	
INV0012524	Invoice	06/24/2024	06.17.2024 - O'GRADY - AMAZON	0.00	182.35	
21.63.62984	CAMP KIDMARIN MIGHT	06.17.2024 - O'GRADY - AMAZO			182.35	
INV0012525	Invoice	06/24/2024	06.18.2024 - O'GRADY - AMAZON	0.00	574.28	
21.62.62975	KIDS CULTURE SUPPLIES	06.18.2024 - O'GRADY - AMAZO			574.28	
INV0012526	Invoice	06/24/2024	06.04.2024 - MIHAN - SURVEY MONKEY	0.00	99.00	
21.65.61302	DUES	06.04.2024 - MIHAN - SURVEY			99.00	
INV0012527	Invoice	06/24/2024	06.20.2024 - MIHAN - AMAZON	0.00	600.88	
21.61.62964	SOCCER SUPPLIES	06.20.2024 - MIHAN - AMAZON			600.88	
INV0012528	Invoice	06/24/2024	06.21.2024 - MIHAN - AMAZON	0.00	300.44	
21.61.62964	SOCCER SUPPLIES	06.21.2024 - MIHAN - AMAZON			300.44	
INV0012529	Invoice	06/24/2024	06.21.2024 - MIHAN - AMAZON	0.00	1,744.38	
21.61.62965	SOFTBALL SUPPLIES	06.21.2024 - MIHAN - AMAZON			1,744.38	
INV0012530	Invoice	06/24/2024	05.24.2024 - LEYLAND - ANDRONICO'S	0.00	2.29	
01.71.61132	OUTSIDE SVCS-PROGRAM	05.24.2024 - LEYLAND - ANDRO			2.29	
INV0012531	Invoice	06/24/2024	05.26.2024 - AVILA - AMAZON	0.00	10.91	
01.12.62200	DEPARTMENTAL SUPPLIE	05.26.2024 - AVILA - AMAZON			10.91	
INV0012532	Invoice	06/24/2024	05.28.2024 - AVILA - NICK THE GREEK	0.00	171.90	
01.11.62200	DEPARTMENTAL SUPPLIE	05.28.2024 - AVILA - NICK THE G			171.90	
INV0012533	Invoice	06/24/2024	05.28.2024 - AVILA - SAFEWAY	0.00	13.98	
01.11.62200	DEPARTMENTAL SUPPLIE	05.28.2024 - AVILA - SAFEWAY			13.98	
INV0012534	Invoice	06/24/2024	06.11.2024 - AVILA - DG CAFE	0.00	160.87	
01.11.62200	DEPARTMENTAL SUPPLIE	06.11.2024 - AVILA - DG CAFE			160.87	
INV0012535	Invoice	06/24/2024	06.14.2024 - AVILA - LEAGUE OF CA CITIES	0.00	650.00	
01.11.61000	TRAINING	06.14.2024 - AVILA - LEAGUE OF			650.00	
INV0012536	Invoice	06/24/2024	05.28.2024 - MAUK - MARIN IJ	0.00	5.95	

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21.65.61302	DUES		05.28.2024 - MAUK - MARIN IJ		5.95	
INV0012537	Invoice	06/24/2024	05.30.2024 - MAUK - CREEKSIDE PIZZA	0.00	53.08	
21.65.61000	TRAINING		05.30.2024 - MAUK - CREEKSIDE		53.08	
INV0012538	Invoice	06/24/2024	05.31.2024 - MAUK - AMAZON	0.00	16.38	
21.65.62200	DEPARTMENTAL SUPPLIE		05.31.2024 - MAUK - AMAZON		16.38	
INV0012539	Invoice	06/24/2024	06.06.2024 - MAUK - OFFICE DEPOT	0.00	43.59	
21.65.62200	DEPARTMENTAL SUPPLIE		06.062024 - MAUK - OFFICE DEP		43.59	
INV0012540	Invoice	06/24/2024	06.15.2024 - MAUK - OFFICE DEPOT	0.00	43.59	
21.65.62200	DEPARTMENTAL SUPPLIE		06.15.2024 - MAUK - OFFICE DE		43.59	
INV0012541	Invoice	06/24/2024	06.20.2024 - MAUK - KAPLAN LEARNING	0.00	490.72	
21.65.63100	CAPITAL OUTLAY - CONST		06.20.2024 - MAUK - KAPLAN LE		490.72	
INV0012542	Invoice	06/24/2024	05.29.2024 - WASKEY - COLLABORATIVE S	0.00	318.82	
01.71.61132	OUTSIDE SVCS-PROGRAM		05.29.2024 - WASKEY - COLLAB		318.82	
INV0012543	Invoice	06/24/2024	05.30.2024 - WASKEY - PETCO	0.00	12.01	
01.71.61132	OUTSIDE SVCS-PROGRAM		05.30.2024 - WASKEY - PETCO		12.01	
INV0012544	Invoice	06/24/2024	05.31.2024 - WASKEY - ANDRONICO'S	0.00	15.64	
01.71.61132	OUTSIDE SVCS-PROGRAM		05.31.2024 - WASKEY - ANDRO		15.64	
INV0012546	Invoice	06/24/2024	05.22.2024 - WARNER - ANDRONICO'S	0.00	12.57	
01.11.62200	DEPARTMENTAL SUPPLIE		05.22.2024 - WARNER - ANDRO		12.57	
INV0012563	Invoice	06/24/2024	05.29.2024 - CLIFFORD - MARIN IJ	0.00	14.00	
01.12.61302	DUES		05.29.2024 - CLIFFORD - MARIN		14.00	
INV0012564	Invoice	06/24/2024	05.31.2024 - CLIFFORD - STAPLES	0.00	265.87	
01.12.62200	DEPARTMENTAL SUPPLIE		05.31.2024 - CLIFFORD - STAPLE		265.87	
INV0012565	Invoice	06/24/2024	06.03.2024 - CLIFFORD - AMAZON	0.00	131.06	
01.12.62200	DEPARTMENTAL SUPPLIE		06.03.2024 - CLIFFORD - AMAZ		131.06	
INV0012566	Invoice	06/24/2024	06.04.2024 - CLIFFORD - COMCAST	0.00	339.35	
42.21.61150	OUTSIDE SERVICES-OTHE		06.04.2024 - CLIFFORD - COMC		339.35	
INV0012567	Invoice	06/24/2024	06.05.2024 - CLIFFORD - AMAZON	0.00	54.61	
01.41.62200	DEPARTMENTAL SUPPLIE		06.05.2024 - CLIFFORD - AMAZ		54.61	
INV0012568	Invoice	06/24/2024	06.06.2024 - CLIFFORD - ADOBE/STAPLES	0.00	474.95	
01.12.62200	DEPARTMENTAL SUPPLIE		06.06.2024 - CLIFFORD - ADOBE		-218.49	
01.12.62200	DEPARTMENTAL SUPPLIE		06.06.2024 - CLIFFORD - ADOBE		-32.86	
42.21.63003	COMPUTER HARDWARE/		06.06.2024 - CLIFFORD - ADOBE		726.30	
INV0012569	Invoice	06/24/2024	06.12.2024 - CLIFFORD - CRAIGSLIST	0.00	75.00	
01.41.61806	MISC HIRING EXPENSES		06.12.2024 - CLIFFORD - CRAIGS		75.00	
INV0012570	Invoice	06/24/2024	06.20.2024 - CLIFFORD - T2	0.00	4.10	
13.42.61114	OUTSIDE SRV: PARKING		06.20.2024 - CLIFFORD - T2		4.10	
INV0012621	Invoice	06/24/2024	05.22.2024 - BORTIS - AMAZON	0.00	86.62	
01.41.62000	OFFICE SUPPLIES		05.22.2024 - BORTIS - AMAZON		86.62	
INV0012622	Invoice	06/24/2024	05.29.2024 - BORTIS - AMAZON	0.00	71.54	
01.41.62200	DEPARTMENTAL SUPPLIE		05.29.2024 - BORTIS - AMAZON		71.54	
INV0012623	Invoice	06/24/2024	06.03.2024 - BORTIS - AMAZON	0.00	1,122.59	
01.41.62200	DEPARTMENTAL SUPPLIE		06.03.2024 - BORTIS - AMAZON		1,308.82	
01.41.62200	DEPARTMENTAL SUPPLIE		06.03.2024 - BORTIS - AMAZON		-47.73	
01.41.62200	DEPARTMENTAL SUPPLIE		06.03.2024 - BORTIS - AMAZON		-138.50	
INV0012624	Invoice	06/24/2024	06.03.2024 - BORTIS - AMAZON	0.00	57.07	
01.41.62200	DEPARTMENTAL SUPPLIE		06.03.2024 - BORTIS - AMAZON		57.07	
INV0012625	Invoice	06/24/2024	06.06.2024 - BORTIS - ISA	0.00	135.00	
01.41.61000	TRAINING		06.06.2024 - BORTIS - ISA		135.00	
INV0012626	Invoice	06/24/2024	06.10.2024 - BORTIS - AMAZON	0.00	38.73	
01.41.62200	DEPARTMENTAL SUPPLIE		06.10.2024 - BORTIS - AMAZON		38.73	
INV0012627	Invoice	06/24/2024	06.11.2024 - BORTIS - AMAZON	0.00	14.98	

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01.41.62200	DEPARTMENTAL SUPPLIE		06.11.2024 - BORTIS - AMAZON		14.98	
INV0012628	Invoice	06/24/2024	06.12.2024 - BORTIS - AMAZON	0.00	70.02	
01.41.62200	DEPARTMENTAL SUPPLIE		06.12.2024 - BORTIS - AMAZON		70.02	
INV0012629	Invoice	06/24/2024	06.13.2024 - BORTIS - AMAZON	0.00	43.47	
01.41.62200	DEPARTMENTAL SUPPLIE		06.13.2024 - BORTIS - AMAZON		43.47	
INV0012638	Invoice	06/24/2024	05.29.2024 - JONES - AMAZON	0.00	17.43	
21.63.62979	PARKSIDE SUPPLIES		05.29.2024 - JONES - AMAZON		17.43	
INV0012639	Invoice	06/24/2024	05.31.2024 - JONES - CPRS	0.00	270.00	
21.65.61000	TRAINING		05.31.2024 - JONES - CPRS		270.00	
INV0012640	Invoice	06/24/2024	05.31.2024 - JONES - AMAZON	0.00	17.42	
21.63.62979	PARKSIDE SUPPLIES		05.31.2024 - JONES - AMAZON		17.42	
INV0012641	Invoice	06/24/2024	06.04.2024 - JONES - AMAZON	0.00	3.69	
21.63.62979	PARKSIDE SUPPLIES		06.04.2024 - JONES - AMAZON		3.69	
INV0012642	Invoice	06/24/2024	06.04.2024 - JONES - CVS	0.00	11.06	
21.63.62979	PARKSIDE SUPPLIES		06.04.2024 - JONES - CVS		11.06	
INV0012643	Invoice	06/24/2024	06.06.2024 - JONES - AMAZON	0.00	32.76	
21.63.62979	PARKSIDE SUPPLIES		06.06.2024 - JONES - AMAZON		32.76	
INV0012644	Invoice	06/24/2024	06.05.2024 - JONES - AMAZON	0.00	5.45	
21.63.62979	PARKSIDE SUPPLIES		06.05.2024 - JONES - AMAZON		5.45	
INV0012645	Invoice	06/24/2024	06.05.2024 - JONES - AMAZON	0.00	28.59	
21.63.62979	PARKSIDE SUPPLIES		06.05.2024 - JONES - AMAZON		28.59	
INV0012646	Invoice	06/24/2024	06.06.2024 - JONES - AMAZON	0.00	21.79	
21.63.62979	PARKSIDE SUPPLIES		06.06.2024 - JONES - AMAZON		21.79	
INV0012647	Invoice	06/24/2024	06.05.2024 - JONES - AMAZON	0.00	52.48	
21.63.62979	PARKSIDE SUPPLIES		06.05.2024 - JONES - AMAZON		52.48	
INV0012648	Invoice	06/24/2024	06.08.2024 - JONES - MOUNTAIN MIKE'S	0.00	238.08	
21.63.61187	ROBSON AFTER SCHOOL		06.08.2024 - JONES - MOUNTAI		238.08	
INV0012649	Invoice	06/24/2024	06.16.2024 - JONES - DISCOUNT SCHOOL	0.00	251.56	
21.63.62979	PARKSIDE SUPPLIES		06.16.2024 - JONES - DISCOUNT		251.56	
INV0012650	Invoice	06/24/2024	06.08.2024 - JONES - HOME DEPOT	0.00	43.44	
21.63.62979	PARKSIDE SUPPLIES		06.08.2024 - JONES - HOME DEP		43.44	
INV0012651	Invoice	06/24/2024	06.08.2024 - JONES - AMAZON	0.00	95.20	
21.63.62979	PARKSIDE SUPPLIES		06.08.2024 - JONES - AMAZON		95.20	
INV0012652	Invoice	06/24/2024	06.18.2024 - JONES - AMAZON	0.00	43.56	
21.63.62979	PARKSIDE SUPPLIES		06.18.2024 - JONES - AMAZON		43.56	
INV0012656	Invoice	06/24/2024	06.11.2024 - SCOBLE - CLOUDWAYS	0.00	5.12	
01.18.61150	OUTSIDE SERVICES-OTHE		06.11.2024 - SCOBLE - CLOUDW		5.12	
INV0012658	Invoice	06/24/2024	05.22.2024 - HEALY - VALVOLINE OIL	0.00	135.85	
01.42.62988	VEHICLE-FUEL/OIL/TIRES		05.22.2024 - HEALY - VALVOLINE		135.85	
INV0012659	Invoice	06/24/2024	05.23.2024 - HEALY - FRESH WATER SYSTE	0.00	303.70	
01.42.61506	BLDG. MAINT-OTHER		05.23.2024 - HEALY - FRESH WA		303.70	
INV0012660	Invoice	06/24/2024	05.23.2024 - HEALY - TRANSBAY LOCK	0.00	7.10	
01.42.61506	BLDG. MAINT-OTHER		05.23.2024 - HEALY - TRANSBAY		7.10	
INV0012661	Invoice	06/24/2024	05.28.2024 - HEALY - ISOPURE WATER	0.00	280.10	
01.42.61506	BLDG. MAINT-OTHER		05.28.2024 - HEALY - ISOPURE		280.10	
INV0012662	Invoice	06/24/2024	05.30.2024 - HEALY - TAP PLASTICS	0.00	188.57	
41.41.61150	OUTSIDE SERVICES-OTHE		05.30.2024 - HEALY - TAP PLASTI		188.57	
INV0012663	Invoice	06/24/2024	06.01.2024 - HEALY - TAP PLASTICS	0.00	780.65	
41.41.61150	OUTSIDE SERVICES-OTHE		06.01.2024 - HEALY - TAP PLASTI		780.65	
INV0012664	Invoice	06/24/2024	05.29.2024 - HEALY - LEE'S BODY SHOP	0.00	1,936.19	
01.41.61602	VEHICLE MAINTENANCE/		05.29.2024 - HEALY - LEE'S BOD		1,936.19	
INV0012665	Invoice	06/24/2024	05.31.2024 - HEALY - FREESHIPPING.COM	0.00	0.08	

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01.42.61506	BLDG. MAINT-OTHER		05.31.2024 - HEALY - FREESHIPP		19.00	
01.42.61506	BLDG. MAINT-OTHER		05.31.2024 - HEALY - FREESHIPP		-18.92	
INV0012666	Invoice	06/24/2024	06.01.2024 - HEALY - HOME DEPOT/FRES	0.00	3,644.41	
01.42.61506	BLDG. MAINT-OTHER		06.01.2024 - HEALY - HOME DEP		-168.62	
01.42.61506	BLDG. MAINT-OTHER		06.01.2024 - HEALY - HOME DEP		-161.08	
41.41.61150	OUTSIDE SERVICES-OTHE		06.01.2024 - HEALY - HOME DEP		3,974.11	
INV0012667	Invoice	06/24/2024	06.07.2024 - HEALY - AMAZON	0.00	730.56	
01.42.62200	DEPARTMENTAL SUPPLIE		06.07.2024 - HEALY - AMAZON		730.56	
INV0012668	Invoice	06/24/2024	06.11.2024 - HEALY - AMAZON	0.00	180.24	
41.41.61150	OUTSIDE SERVICES-OTHE		06.11.2024 - HEALY - AMAZON		180.24	
INV0012669	Invoice	06/24/2024	06.11.2024 - HEALY - AMAZON	0.00	153.08	
31.41.61506	BLDG. MAINT-OTHER		06.11.2024 - HEALY - AMAZON		153.08	
INV0012670	Invoice	06/24/2024	06.21.2024 - HEALY - FREESHIPPING.COM	0.00	19.00	
01.42.61506	BLDG. MAINT-OTHER		06.21.2024 - HEALY - FREESHIPP		19.00	
INV0012671	Invoice	06/24/2024	06.21.2024 - HEALY - BEST ACCESS DOOR	0.00	610.05	
41.41.61150	OUTSIDE SERVICES-OTHE		06.21.2024 - HEALY - BEST ACCE		610.05	
INV0012672	Invoice	06/24/2024	05.22.2024 - SHAW - AMAZON	0.00	324.50	
01.42.62200	DEPARTMENTAL SUPPLIE		05.22.2024 - SHAW - AMAZON		324.50	
INV0012673	Invoice	06/24/2024	05.22.2024 - SHAW - AMAZON	0.00	218.66	
01.42.62200	DEPARTMENTAL SUPPLIE		05.22.2024 - SHAW - AMAZON		218.66	
INV0012674	Invoice	06/24/2024	05.29.2024 - SHAW - AMAZON	0.00	55.20	
01.42.62200	DEPARTMENTAL SUPPLIE		05.29.2024 - SHAW - AMAZON		55.20	
INV0012675	Invoice	06/24/2024	06.04.2024 - SHAW - AMAZON	0.00	159.41	
01.81.62200	DEPARTMENTAL SUPPLIE		06.04.2024 - SHAW - AMAZON		159.41	
INV0012676	Invoice	06/24/2024	06.06.2024 - SHAW - AMAZON	0.00	10.49	
01.42.62200	DEPARTMENTAL SUPPLIE		06.06.2024 - SHAW - AMAZON		10.49	
INV0012677	Invoice	06/24/2024	06.10.2024 - SHAW - AMAZON	0.00	441.30	
01.42.62200	DEPARTMENTAL SUPPLIE		06.10.2024 - SHAW - AMAZON		441.30	
INV0012678	Invoice	06/24/2024	06.10.2024 - SHAW - HOME DEPOT	0.00	43.67	
01.42.62200	DEPARTMENTAL SUPPLIE		06.10.2024 - SHAW - HOME DEP		43.67	
INV0012679	Invoice	06/24/2024	06.12.2024 - SHAW - AMAZON	0.00	75.72	
01.42.62909	SUPPLIES-TRAFFIC CONTR		06.12.2024 - SHAW - AMAZON		75.72	
INV0012680	Invoice	06/24/2024	06.14.2024 - SHAW - AMAZON	0.00	134.40	
01.42.62909	SUPPLIES-TRAFFIC CONTR		06.14.2024 - SHAW - AMAZON		134.40	
INV0012681	Invoice	06/24/2024	06.17.2024 - SHAW - AMAZON	0.00	94.41	
01.81.62200	DEPARTMENTAL SUPPLIE		06.17.2024 - SHAW - AMAZON		94.41	
INV0012683	Invoice	06/24/2024	06.05.2024 - CONDRY - COFFEE ROASTERY	0.00	75.86	
01.41.62200	DEPARTMENTAL SUPPLIE		06.05.2024 - CONDRY - COFFEE		75.86	
INV0012684	Invoice	06/24/2024	06.10.2024 - CONDRY - SILVERWORK	0.00	5.00	
01.41.62200	DEPARTMENTAL SUPPLIE		06.10.2024 - CONDRY - SILVERW		5.00	
INV0012685	Invoice	06/24/2024	06.11.2024 - CONDRY - MARIN COLOR	0.00	119.26	
01.81.61150	OUTSIDE SERVICES-OTHE		06.11.2024 - CONDRY - MARIN		119.26	
INV0012686	Invoice	06/24/2024	06.16.2024 - CONDRY - EDEN BROTHERS S	0.00	34.78	
01.41.62200	DEPARTMENTAL SUPPLIE		06.16.2024 - CONDRY - EDEN BR		34.78	
INV0012687	Invoice	06/24/2024	06.17.2024 - CONDRY - BEST ACCESS DOO	0.00	969.92	
15.41.63100	CONSTRUCTION		06.17.2024 - CONDRY - BEST AC		969.92	
INV0012719	Invoice	06/24/2024	05.22.2024 - DONERY - MH BREAD AND B	0.00	54.28	
01.11.61000	TRAINING		05.22.2024 - DONERY - MH BRE		54.28	
INV0012720	Invoice	06/24/2024	05.30.2024 - DONERY - CALCITIES	0.00	650.00	
01.11.61000	TRAINING		05.30.2024 - DONERY - CALCITIE		725.00	
01.11.61000	TRAINING		05.30.2024 - DONERY - CALCITIE		-75.00	
INV0012721	Invoice	06/24/2024	06.05.2024 - DONERY - CREEKSIDE PIZZA	0.00	52.71	

Check Report **Date Range: 07/01/2024 - 07/31/2024**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01.11.61000	TRAINING		06.05.2024 - DONERY - CREEKSI		52.71	
INV0012722	Invoice	06/24/2024	06.06.2024 - DONERY - UPS STORE	0.00	15.00	
01.12.61150	OUTSIDE SERVICES-OTHE		06.06.2024 - DONERY - UPS STO		15.00	
INV0012723	Invoice	06/24/2024	06.08.2024 - DONERY - BATTERIES PLUS	0.00	20.00	
01.12.61150	OUTSIDE SERVICES-OTHE		06.08.2024 - DONERY - BATTERI		20.00	
INV0012724	Invoice	06/24/2024	06.16.2024 - DONERY - ADOBE	0.00	19.99	
01.12.61150	OUTSIDE SERVICES-OTHE		06.16.2024 - DONERY - ADOBE		19.99	
INV0012725	Invoice	06/24/2024	06.15.2024 - DONERY - AMAZON	0.00	61.56	
01.12.62000	OFFICE SUPPLIES		06.15.2024 - DONERY - AMAZO		61.56	
INV0012726	Invoice	06/24/2024	06.17.2024 - DONERY - MARIN IJ	0.00	18.00	
01.12.61150	OUTSIDE SERVICES-OTHE		06.17.2024 - DONERY - MARIN I		18.00	
INV0012727	Invoice	06/24/2024	06.17.2024 - DONERY - INSALATA'S	0.00	72.09	
01.11.61000	TRAINING		06.17.2024 - DONERY - INSALAT		72.09	
INV0012728	Invoice	06/24/2024	06.18.2024 - DONERY - AMAZON	0.00	21.84	
01.12.62000	OFFICE SUPPLIES		06.18.2024 - DONERY - AMAZO		21.84	

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	317	178	0.00	1,978,963.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-929.25
Bank Drafts	140	25	0.00	3,462,071.87
EFT's	0	0	0.00	0.00
	457	**207**	**0.00**	**5,440,106.44**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	317	178	0.00	1,978,963.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-929.25
Bank Drafts	140	25	0.00	3,462,071.87
EFT's	0	0	0.00	0.00
	457	**207**	**0.00**	**5,440,106.44**

Fund Summary

Fund	Name	Period	Amount
99	POOLED CASH - OPERATING	7/2024	5,440,106.44
			5,440,106.44

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.4

MEETING DATE: August 27, 2024

AGENDA TITLE: Revenue and Expenditure Reports, July 2024

FROM: Jeff Zuba, Finance & Admin Services Director

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

SUMMARY

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

BACKGROUND

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

DISCUSSION/ANALYSIS

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

Revenues

Overall, through the July 2024 reporting period end, the Town's General Fund revenue has increased its base relative to the prior year by $0.021M. The figures for July 2024

are still preliminary year-end numbers as we close the books and prepare for the Town's financial audit. A majority of the Town's revenue is collected at specific times.

Category	JUL YTD FY25	JUN YTD FY24	$ Change	% Change
Property Tax	-	11,944.74	(11,944.74)	-100.00%
Sales Tax	-	-	-	0.00%
Property Transfer Tax	-	-	-	0.00%
Franchise Taxes	-	40,251.00	(40,251.00)	-100.00%
Licenses & Permits	136,972.75	67,106.74	69,866.01	104.11%
Fines	-	10,645.65	(10,645.65)	-100.00%
Cash & Investment Interest	16.04	-	16.04	0.00%
Intergovernmental	-	13,824.74	(13,824.74)	-100.00%
Other Fees	50,878.65	22,983.37	27,895.28	121.37%
Transfers In	-	-	-	0.00%
Total	187,867.44	166,756.24	21,111.20	12.66%

As shown above, the Town's overall revenue base increased by $0.021M as its

- The Town receives property tax disbursements from the County of Marin in December, April, and June.
- The Town receives disbursements monthly from the State for Sales Tax. The collections for the fiscal year 2024-25 will begin in September.
- Franchise Taxes decreased by $0.040M due to the timing of collections to begin the fiscal year.
- Revenue from Licenses & Permits increased by $0.070M compared to the previous period, due to construction activity in the Town and the timing of business license collections.
- Intergovernmental revenue decreased by $0.013 compared to the previous period due to the timing of collections for Prop 172's 0.5% sales tax.
- Other fees increased by $0.027M compared to the previous period, due to the timing of collections from the Ross Valley Fire Department for the 1st quarter financial services contract payment.

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

Expenditures

Overall, through the July 2024 reporting period end, the Town's General Fund expenditures have increased by $0.271M compared to the prior year. This is primarily from increases in retirement, outside services, and debt service. All other activity is either flat year-over-year or nets correspondingly to an immaterial change—all of which are within management's expectations.

Category	JUL YTD FY25	JUL YTD FY24	$ Change	% Change
Compensation	360,104.84	371,447.77	(11,342.93)	-3.05%
Retirement	119,829.33	26,455.43	93,373.90	352.95%
Training	275.00	254.34	20.66	8.12%
Outside Services	2,116,366.85	1,987,384.28	128,982.57	6.49%
Maintenance	9,503.00	6,054.69	3,448.31	56.95%
Utilities	122.12	185.44	(63.32)	-34.15%
Supplies	15,579.79	18,168.23	(2,588.44)	-14.25%
Debt Service	552,599.61	498,268.81	54,330.80	10.90%
Other Expenditure	808,055.14	803,386.90	4,668.24	0.58%
Transfers Out	-	-	-	0.00%
Total	3,982,435.68	3,711,605.89	270,829.79	7.30%

As shown above, the Town's expenditures base overall increased by $0.271M of which is driven by retirement, outside services and debt service:

- Retirement increased by $0.093M compared to the prior period due to the Town's CalPERS unfunded liability payment.
- Outside Services increased by $0.128M compared to the previous fiscal year due to payments for Public Safety JPA's, Central Marin Police Authority and Ross Valley Fire Department.
- Debt Service increased by $0.054M compared to the previous fiscal year due to the repayment of the 2021 Pension Obligation Bonds noted above. The bond payments are due in August and February.

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

FISCAL IMPACT

None

GENERAL PLAN CONSISTENCY

Not applicable

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

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

ATTACHMENTS

Attachment #1: Budget Comparison Report by subcategory, July 2024
Attachment #2: Budget Comparison Report by department, July 2024

Town of San Anselmo
2024-2025 Rev & Exp Report
as of 07/31/2024

	2023-2024 Revised Budget	2023-2024 Audited Actuals	2023-2024 YTD Actuals	% of Audited Actuals	2024-2025 Adopted Budget	2024-2025 Revised Budget	2024-2025 YTD Actuals	% of Actual / Budget
Fund: 01 - GENERAL FUND								
Revenue								
400 - PROPERTY TAX GENERAL	9,609,527.00	9,714,058.35	-0.16	0.00%	10,030,351.00	10,030,351.00	0.00	0.00 %
401 - PENSION	2,756,290.00	2,917,118.86	0.00	0.00%	3,020,000.00	3,020,000.00	0.00	0.00 %
402 - PROPERTY TAX OTHER	4,097,971.00	3,837,567.08	11,944.90	0.31%	3,998,058.00	3,998,058.00	0.00	0.00 %
410 - OTHER TAXES	1,503,000.00	1,262,897.64	0.00	0.00%	1,559,106.00	1,559,106.00	0.00	0.00 %
411 - FRANCHISE TAXES	848,000.00	881,713.35	40,251.00	4.57%	936,500.00	936,500.00	0.00	0.00 %
420 - BUSINESS LICENSE	290,000.00	277,534.46	6,386.27	2.30%	290,000.00	290,000.00	2,498.37	0.86 %
421 - PARKING	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00 %
422 - CONSTRUCTION	1,141,000.00	1,034,013.52	60,720.47	5.87%	983,500.00	983,500.00	134,474.38	13.67 %
430 - VEHICLE CODE	10,000.00	4,354.86	929.58	21.35%	15,000.00	15,000.00	0.00	0.00 %
431 - LIBRARY	1,250.00	2,512.30	111.65	4.44%	1,500.00	1,500.00	0.00	0.00 %
432 - PARKING	115,000.00	100,837.72	9,604.42	9.52%	117,990.00	117,990.00	0.00	0.00 %
440 - USE OF MONEY AND PROPERTY	100,000.00	115,898.21	0.00	0.00%	100,000.00	100,000.00	16.04	0.02 %
450 - STATE REVENUE	297,500.00	303,359.13	13,824.74	4.56%	170,500.00	170,500.00	0.00	0.00 %
460 - FEDERAL REVENUE	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00 %
470 - LOCAL AGENCY REVENUE	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00 %
480 - FEES FOR SERVICES	178,250.00	186,017.66	19,926.36	10.71%	231,000.00	231,000.00	26,789.90	11.60 %
490 - MISCELLANEOUS REVENUE	102,772.00	183,646.36	3,057.01	1.66%	115,555.00	115,555.00	24,088.75	20.85 %
519 - TRANSFERS IN	384,030.00	386,731.87	0.00	0.00%	403,318.00	403,318.00	0.00	0.00 %
520 - SOURCE OF PROCEEDS	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00 %
Total Revenue:	**21,434,590.00**	**21,208,261.37**	**166,756.24**	**0.79%**	**21,972,378.00**	**21,972,378.00**	**187,867.44**	**0.86%**
Expense								
600 - SALARIES AND WAGES	3,336,127.00	3,286,881.51	267,638.22	8.14 %	3,552,174.00	3,552,174.00	285,320.48	8.03 %
601 - RETIREMENT	561,590.00	293,531.19	26,455.43	9.01 %	428,706.00	428,706.00	119,829.33	27.95 %
602 - EMPLOYEE BENEFITS	890,116.00	737,406.43	96,171.63	13.04 %	872,566.00	872,566.00	67,573.69	7.74 %
604 - RETIREE BENEFITS	164,779.00	164,779.00	7,637.92	4.64 %	180,796.00	180,796.00	7,210.67	3.99 %
610 - TRAINING	55,750.00	38,404.95	254.34	0.66 %	68,750.00	68,750.00	275.00	0.40 %
611 - OUTSIDE SERVICES	13,506,864.00	13,093,538.54	1,987,384.28	15.18 %	13,633,637.00	13,633,637.00	2,116,366.85	15.52 %
613 - PUBLICATION / DUES	25,272.00	17,472.68	1,862.00	10.66 %	27,522.00	27,522.00	0.00	0.00 %
614 - MAINTENANCE	119,135.00	102,103.92	4,805.75	4.71 %	123,485.00	123,485.00	4,503.00	3.65 %
615 - BUILDING MAINTENANCE	50,000.00	146,978.67	1,248.94	0.85 %	60,000.00	60,000.00	0.00	0.00 %
616 - VEHICLE MAINTENANCE	2,000.00	25,231.23	0.00	0.00 %	76,050.00	76,050.00	5,000.00	6.57 %
617 - UTILITIES	0.00	100,123.67	185.44	0.19 %	0.00	0.00	122.12	0.00 %
618 - HIRING	1,000.00	3,168.83	125.00	3.94 %	1,000.00	1,000.00	567.00	56.70 %
619 - MISCELLANEOUS	50,000.00	50,285.97	0.00	0.00 %	25,000.00	25,000.00	0.00	0.00 %
620 - OFFICE SUPPLIES	0.00	21,269.78	683.80	3.21 %	32,754.00	32,754.00	1,000.00	3.05 %
622 - DEPARTMENT SUPPLIES	202,450.00	194,603.06	14,646.05	7.53 %	133,197.00	133,197.00	4,448.07	3.34 %
623 - BOOKS / MAGAZINES / VIDEOS	27,500.00	31,521.44	2,838.38	9.00 %	29,000.00	29,000.00	10,131.72	34.94 %
629 - MISCELLANEOUS	1,371,875.00	1,378,847.23	801,399.90	58.12 %	1,483,312.00	1,483,312.00	807,488.14	54.44 %
630 - EQUIPMENT	500.00	343.37	0.00	0.00 %	500.00	500.00	0.00	0.00 %
631 - CAPITAL OUTLAY - CONSTRUCTION	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00 %
640 - PRINCIPAL	410,000.00	410,000.00	410,000.00	100.00 %	465,000.00	465,000.00	465,000.00	100.00 %
641 - INTEREST	176,067.00	175,985.33	88,268.81	50.16 %	173,929.00	173,929.00	87,599.61	50.37 %
670 - TRANSFERS OUT	774,500.00	789,895.72	0.00	0.00 %	605,000.00	605,000.00	0.00	0.00 %
Total Expense:	**21,725,525.00**	**21,062,372.52**	**3,711,605.89**	**17.62 %**	**21,972,378.00**	**21,972,378.00**	**3,982,435.68**	**18.12 %**
Total Fund: 01 - GENERAL FUND:	**-290,935.00**	**145,888.85**	**-3,544,849.65**		**0.00**	**0.00**	**-3,794,568.24**	
Report Total:	**-290,935.00**	**145,888.85**	**-3,544,849.65**		**0.00**	**0.00**	**-3,794,568.24**	

Town of San Anselmo
2024-2025 Rev & Exp Report
as of 07/31/2024
Fund: 01 - GENERAL FUND

	2023-2024 Revised Budget	2023-2024 Audited Actuals	2023-2024 YTD Actuals	% of Audited Actuals	2024-2025 Adopted Budget	2024-2025 Revised Budget	2024-2025 YTD Actuals	% of Actual / Budget
Expense								
00 - UNDESIGNATED	774,500.00	789,895.72	0.00	0.00 %	605,000.00	605,000.00	0.00	0.00 %
11 - TOWN COUNCIL	63,255.00	54,662.77	2,062.33	3.77 %	71,446.00	71,446.00	2,348.99	3.29 %
12 - ADMINISTRATION	1,565,944.00	1,556,008.15	134,011.47	8.61 %	1,669,529.00	1,669,529.00	120,311.84	7.21 %
16 - LEGAL SERVICES	425,000.00	247,197.50	0.00	0.00 %	330,000.00	330,000.00	0.00	0.00 %
18 - PLANNING	1,050,401.00	1,005,737.96	42,093.17	4.19 %	1,169,800.00	1,169,800.00	49,764.73	4.25 %
21 - NON-DEPARTMENTAL	2,120,808.00	1,775,454.55	866,424.45	48.80 %	1,488,431.00	1,488,431.00	968,625.00	65.08 %
30 - POLICE	5,184,636.00	5,204,393.04	1,301,098.26	25.00 %	5,474,469.00	5,474,469.00	1,368,617.25	25.00 %
32 - ROSS VALLEY FIRE SERVICE	5,088,722.00	5,090,465.78	420,504.50	8.26 %	5,559,703.00	5,559,703.00	479,896.00	8.63 %
40 - DEBT SERVICE	587,567.00	587,285.33	498,268.81	84.84 %	640,429.00	640,429.00	552,599.61	86.29 %
41 - ENGINEERING AND INSPECTION	1,809,804.00	1,654,186.05	112,540.84	6.80 %	1,699,695.00	1,699,695.00	112,652.33	6.63 %
42 - STREETS	1,185,909.00	1,220,129.28	92,389.91	7.57 %	1,278,642.00	1,278,642.00	85,977.07	6.72 %
71 - LIBRARY	847,839.00	858,461.50	154,033.82	17.94 %	899,716.00	899,716.00	162,618.14	18.07 %
81 - PARKS	694,458.00	721,450.02	62,485.07	8.66 %	768,688.00	768,688.00	50,157.18	6.53 %
82 - RECREATION/GENERAL FUND	326,682.00	297,044.87	25,693.26	8.65 %	316,830.00	316,830.00	28,867.54	9.11 %
Total Expense:	**21,725,525.00**	**21,062,372.52**	**3,711,605.89**	**17.62 %**	**21,972,378.00**	**21,972,378.00**	**3,982,435.68**	**18.12 %**
Total Fund: 01 - GENERAL FUND:	**21,725,525.00**	**21,062,372.52**	**3,711,605.89**	**17.62 %**	**21,972,378.00**	**21,972,378.00**	**3,982,435.68**	**18.12 %**
Report Total:	**21,725,525.00**	**21,062,372.52**	**3,711,605.89**	**17.62 %**	**21,972,378.00**	**21,972,378.00**	**3,982,435.68**	**18.12 %**

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.5

MEETING DATE: August 27, 2024

AGENDA TITLE: Quarterly Treasurer's Investment Report, June 2024

FROM: Jeff Zuba, Finance & Admin Services Director

RECOMMENDATION: That the Town Council consider approving the Treasurer's Investment Report for the quarter ending June 30, 2024.

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 June 30, 2024. 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 balance as of June 30, 2024, is $18,752,489 which is $960,138 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, June 30, 2024

TOWN OF SAN ANSELMO

TREASURER'S INVESTMENT REPORT
for the quarter ending June 30, 2024

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	5.19%	6,279,690		
Bank of America	Business Checking Account	None	0.49%	48,997		
LAIF (Local Agency Investment Fund) Operating Account	State Treasurer's Pool	None	4.36%	8,031		
LAIF (Local Agency Investment Fund) Measure G Proceeds	State Treasurer's Pool	None	4.36%	96,755		
Moreton Capital	Money Market	None	5.19%	3,072,827		
Moreton Capital	Municipal Bonds	Varies	4.57%	4,671,594		
Moreton Capital	Cerificate of Deposits	Varies	4.75%	728,152		
Moreton Capital	Treasury/Federal Agency	Varies	0.00%	-		
Wells Fargo	Treasury/Federal Agency	Varies	4.85%	499,348		
Wells Fargo	Money Market	None	5.18%	802,217		
RBC Wealth Management	Certificate of Deposits	Varies	4.74%	1,938,322		
RBC Wealth Management	Treasury/Federal Agency	Varies	4.78%	244,248		
RBC Wealth Management	Money Market	None	5.00%	362,309		
Total Investment Portfolio:				18,752,489		

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: 2024.08.07 17:28:32 -07'00'

John Mahl, Town Treasurer

Jeff Zuba, Finance & Administrative Services Director

July 22, 2024
Date

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.6

MEETING DATE: 8/27/24

AGENDA TITLE: Financial Report on Recreation Fund

FROM: Mattie O'Grady – Interim Director of Community Services

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

BACKGROUND

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

DISCUSSION/ANALYSIS

The July report marks the beginning of the new 2024/25 fiscal year. As of July 31, 2024, 8% of the fiscal year has elapsed and the Recreation Fund is listed at 11% of projected revenues and 6% of projected expenditures.

In past years, revenue was deposited when customers registered. Our Civic Rec software automatically defers the revenue deposit until the date of service. As a result, this is the first year we have a July report. We will continue to build on the table below in the coming years.

Enrollment for recreation programs is strong. Families are enjoying our programs, and we have added additional programs and staff positions for the new fiscal year.

Moving forward, we will attach the capital outlay budget for the department, in addition to the Recreation Fund revenue and expenditure report.

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

FY		Revenue				Expenditures				Rev Over/(Under) Exp	
		Budget	Actual	%		Budget	Actual	%		$$	%
2024-25		2,210,355	247,779	11%		2,210,355	139,269	6%		108,510	5%

Attachment 1 - Revenue & Expenditure Report FY 2024-25: Recreation Fund as of 7/31/2024.



Town of San Anselmo

Budget Report

Group Summary

For Fiscal: 2024-2025 Period Ending: 07/31/2024

SubCategory	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 00 - UNDESIGNATED						
670 - TRANSFERS OUT	33,899.00	33,899.00	0.00	0.00	33,899.00	100.00 %
Department: 00 - UNDESIGNATED Total:	**33,899.00**	**33,899.00**	**0.00**	**0.00**	**33,899.00**	**100.00 %**
Department: 61 - SPORTS						
480 - FEES FOR SERVICES	568,375.00	568,375.00	18,029.00	18,029.00	-550,346.00	96.83 %
600 - SALARIES AND WAGES	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
602 - EMPLOYEE BENEFITS	2,295.00	2,295.00	0.00	0.00	2,295.00	100.00 %
611 - OUTSIDE SERVICES	222,650.00	222,650.00	6,386.49	6,386.49	216,263.51	97.13 %
629 - MISCELLANEOUS	54,500.00	54,500.00	0.00	0.00	54,500.00	100.00 %
Department: 61 - SPORTS Surplus (Deficit):	**258,930.00**	**258,930.00**	**11,642.51**	**11,642.51**	**-247,287.49**	**95.50 %**
Department: 62 - CULTURE						
480 - FEES FOR SERVICES	177,860.00	177,860.00	942.00	942.00	-176,918.00	99.47 %
611 - OUTSIDE SERVICES	124,300.00	124,300.00	74.10	74.10	124,225.90	99.94 %
629 - MISCELLANEOUS	3,500.00	3,500.00	0.00	0.00	3,500.00	100.00 %
Department: 62 - CULTURE Surplus (Deficit):	**50,060.00**	**50,060.00**	**867.90**	**867.90**	**-49,192.10**	**98.27 %**
Department: 63 - CHILD CARE						
480 - FEES FOR SERVICES	1,408,120.00	1,408,120.00	225,021.00	225,021.00	-1,183,099.00	84.02 %
600 - SALARIES AND WAGES	521,439.76	521,439.76	54,261.04	54,261.04	467,178.72	89.59 %
601 - RETIREMENT	28,941.04	28,941.04	2,054.59	2,054.59	26,886.45	92.90 %
602 - EMPLOYEE BENEFITS	117,494.32	117,494.32	9,446.28	9,446.28	108,048.04	91.96 %
611 - OUTSIDE SERVICES	426,200.00	426,200.00	27,705.64	27,705.64	398,494.36	93.50 %
622 - DEPARTMENT SUPPLIES	4,500.00	4,500.00	0.00	0.00	4,500.00	100.00 %
629 - MISCELLANEOUS	37,600.00	37,600.00	70.96	70.96	37,529.04	99.81 %
Department: 63 - CHILD CARE Surplus (Deficit):	**271,944.88**	**271,944.88**	**131,482.49**	**131,482.49**	**-140,462.39**	**51.65 %**
Department: 64 - EVENTS AND OTHER						
480 - FEES FOR SERVICES	29,000.00	29,000.00	2,582.00	2,582.00	-26,418.00	91.10 %
611 - OUTSIDE SERVICES	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00 %
Department: 64 - EVENTS AND OTHER Surplus (Deficit):	**14,000.00**	**14,000.00**	**2,582.00**	**2,582.00**	**-11,418.00**	**81.56 %**
Department: 65 - PROGRAM ADMINISTRATION						
480 - FEES FOR SERVICES	27,000.00	27,000.00	1,205.00	1,205.00	-25,795.00	95.54 %
600 - SALARIES AND WAGES	320,106.91	320,106.91	25,254.68	25,254.68	294,852.23	92.11 %
601 - RETIREMENT	34,948.82	34,948.82	2,686.58	2,686.58	32,262.24	92.31 %
602 - EMPLOYEE BENEFITS	62,562.69	62,562.69	7,534.67	7,534.67	55,028.02	87.96 %
610 - TRAINING	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00 %
611 - OUTSIDE SERVICES	114,500.00	114,500.00	3,668.18	3,668.18	110,831.82	96.80 %
613 - PUBLICATION / DUES	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00 %
614 - MAINTENANCE	900.00	900.00	0.00	0.00	900.00	100.00 %
615 - BUILDING MAINTENANCE	200.00	200.00	0.00	0.00	200.00	100.00 %
617 - UTILITIES	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00 %
618 - HIRING	800.00	800.00	0.00	0.00	800.00	100.00 %
619 - MISCELLANEOUS	817.46	817.46	0.00	0.00	817.46	100.00 %
620 - OFFICE SUPPLIES	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
622 - DEPARTMENT SUPPLIES	6,000.00	6,000.00	125.90	125.90	5,874.10	97.90 %
Department: 65 - PROGRAM ADMINISTRATION Surplus (Deficit):	**-561,035.88**	**-561,035.88**	**-38,065.01**	**-38,065.01**	**522,970.87**	**93.22 %**
Report Surplus (Deficit):	**0.00**	**0.00**	**108,509.89**	**108,509.89**	**108,509.89**	**0.00 %**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
21 - RECREATION	0.00	0.00	108,509.89	108,509.89	108,509.89
Report Surplus (Deficit):	**0.00**	**0.00**	**108,509.89**	**108,509.89**	**108,509.89**



Town of San Anselmo

Budget Report
Group Summary
For Fiscal: 2024-2025 Period Ending: 07/31/2024

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 21 - RECREATION						
Revenue	2,210,355.00	2,210,355.00	247,779.00	247,779.00	-1,962,576.00	88.79 %
Expense	2,210,355.00	2,210,355.00	139,269.11	139,269.11	2,071,085.89	93.70 %
Fund: 21 - RECREATION Surplus (Deficit):	**0.00**	**0.00**	**108,509.89**	**108,509.89**	**108,509.89**	**0.00 %**
Report Surplus (Deficit):	**0.00**	**0.00**	**108,509.89**	**108,509.89**	**108,509.89**	**0.00 %**

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.7

MEETING DATE: August 27, 2024

AGENDA TITLE: Adopt an Ordinance Amending Title 10, Chapter 20, Objective Design and Development Standards to implement State Housing Law, Clarify the Appropriate Review Authority and Procedures, and Correct Typographical Errors. The proposed ordinance is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

FROM: Heidi Scoble, Planning Director

RECOMMENDATION:
Adopt the attached Ordinance entitled, "An Ordinance of the Town Council of the Town of San Anselmo Amending Title 10, Chapter 20 'Objective Design and Development Standards' to Implement State Housing Law, Clarify Review Authority and Procedures, and Correct Typographical Errors."

BACKGROUND/ DISCUSSION
On July 23, 2024, the Town Council conducted a public hearing for consideration of amendment to the Objective Design and Development Standards to enhance process transparency and better align with state housing laws as summarized in the staff report dated July 23, 2024, and as follows:

1. Change the review authority from the Planning Director to the Planning Commission.
2. Reclassification of HAA application from ministerial review to discretionary review to align with State Law.
3. Incorporating Government Code Section 65583.2(h) and (i) Housing Element Opportunity sites into the ODDS.
4. Miscellaneous cleanup such as correcting typos, updating dates, and revising Government Code references and formatting.

Following the hearing, the five members of the Town Council voted unanimously to conduct the first reading of the proposed Ordinance (see **Attachment 1**).

The purpose of this agenda item is to adopt the subject Ordinance.

FISCAL IMPACT
None. Projects submitted for use of the ODDS will be processed on a cost recovery basis, with the costs borne by the applicant.

The initial customization of the San Anselmo ODDS was funded by a State SB 2 grant. On April 26, 2022, the Town Council also authorized a Professional Services Agreement with planning consultant Robert Brown for $27,000.

GENERAL PLAN CONSISTENCY
The Ordinance is consistent with the General Plan goals, principles, and policies identified below:

- Land Use Goal 3: New developments shall be integrated harmoniously into San Anselmo's existing neighborhoods and commercial areas.
- Land Use Goal 5: Accommodate the housing needs of a socially and economically diverse population.
- Land Use Principle 1: Current land use in San Anselmo is to be the basis for determining the distribution of future land use in the community.
- Land Use Policy 3.4: Mixed residential and housing opportunity development is also appropriate along major traffic arterials and adjacent to commercial and office areas.
- Land Use Policy 11.2: Medium- and large-scale development projects in both single-family and mixed residential areas shall provide for a variation in building heights and exterior wall and roof articulation to avoid monotonous structures with a large, blank visual bulk and mass.

The Ordinance would be consistent with the 2023-2031 Housing Element, and particularly Action 3.1b and Action 3.2a.

CEQA AND CLIMATE ACTION PLAN CONFORMANCE
The Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendments would have a significant effect on the environment. The Ordinance would make no changes to land uses, development intensities, or the rate at which development is expected to occur, and therefore would have no significant environmental effect. Lastly, the Ordinance is also consistent with the Town's Climate Action Plan.

ATTACHMENT
1. Draft Ordinance

ORDINANCE NO. 2024-1187

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO RECOMMENDING AMENDING TITLE 10, CHAPTER 20 "OBJECTIVE DESIGN AND DEVELOPMENT STANDARDS" TO IMPLEMENT STATE HOUSING LAW, CLARIFY REVIEW AUTHORITY AND PROCEDURES, AND CORRECT TYPOGRAPHICAL ERRORS

WHEREAS, all communities in the State of California, including the Town of San Anselmo, face a housing crisis that includes the lack of access to affordable housing, which has a direct negative impact on the public health, safety, and welfare of the residents of San Anselmo; and

WHEREAS, in order to encourage the development of housing to ease the housing crisis, several State laws allow only the application of objective design and development standards; and

WHEREAS, State law defines objective design and development standards as those that involve no personal or subjective judgement by a public official, and are uniformly verifiable by reference to an external and uniform benchmark and criterion available and knowable by both the development applicant or proponent and the public official; and

WHEREAS, the Housing Accountability Act (HAA), Government Code section 65589.5, limits a municipality's ability to deny, reduce the density of, or make infeasible a housing development project (2 or more units), emergency shelter, or transitional/supportive housing that are consistent objective design and development standards; and

WHEREAS, California Senate Bill 35, Government Code section 65913.4, and Assembly Bill 2011, Government Code sections 65912.110-140 require that qualifying multi-unit residential or mixed-use projects be ministerially approved if in compliance with objective design and development; and

WHEREAS, Government Code Section 65583.2(h) and (i) allows the ministerial development on designated Housing Element Housing Opportunity sites when at least 20 percent of the units are affordable to lower income households; and

WHEREAS, the Town of San Anselmo was awarded funding pursuant to a State Grant established by California Senate Bill 2 (SB 2) for actions to increase housing, and a portion of this money was utilized to collaborate with other Marin jurisdictions to hire a consultant team lead by Opticos Design, who prepared draft objective design and development standards consistent with the character of existing development in Marin County, which could be tailored by each jurisdictions to meet the needs of its unique community (ODDS Toolkit); and

WHEREAS, on August 22, 2023, the San Anselmo Town Council adopted Ordinance No. 1180, adopting the San Anselmo Objective Design and Development Standards (Title 10, Chapter 10-20); and

WHEREAS, on January 23, 2024, the San Anselmo Town Council adopted Ordinance No. 2024-1184 to ensure the San Anselmo Objective Design and Development Standards are consistent with the State Housing Laws and Clarify or Simplify Existing Regulations; and

WHEREAS, amendments to the San Anselmo Objective Design and Development Standards are warranted to implement State housing law, clarify the appropriate review authority and procedures, and to correct typographical errors; and

WHEREAS, the Planning Commission is responsible for providing recommendations to the Town Council for proposed amendments to the Town's Zoning Code pursuant to Government Code section 65853 *et seq.*; and

WHEREAS, the Ordinance Amendments are consistent with the Town's current Housing Element and Draft 2023-2031 Housing Element and the Town's General Plan Land Use Goals 3 and 5, Principle 1, and Policies 3.4 and 11.2; and

WHEREAS, the Planning Commission held a duly noticed public hearing on July 15, 2024 to consider recommendation of said Amendments to the Town Municipal Code; and

WHEREAS, the on July 15, 2024, the Planning Commission adopted Resolution No. 2024-09 recommending the Town Council adopt said Amendments to the Town Municipal Code; and

WHEREAS, a public hearing notice was published in the Marin IJ on July 10, 2024, and posted in three places on July 10, 2024, pursuant to Government Code section 65090 giving notice of the Town Council's consideration of recommendation of the proposed Zoning Code Amendments contained herein; and

WHEREAS, the Town Council held a public hearing on July 23, 2024, to consider the Planning Commission recommendation and introduce the draft Ordinance; and

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

SECTION 1: Environmental Review. The Ordinance Amendments are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendments will have a significant effect on the environment. The Amendments will make no changes to land uses, development intensities, or the rate at which development is expected to occur, and therefore will have no significant environmental effect.

SECTION 2: The above recitals are true and correct and are incorporated as findings herein.

SECTION 3: The Town Council of the Town of San Anselmo does hereby recommend that the Town Council adopt the proposed Ordinance Amendments with deletions in strikethroughs, and additions in underline, as set forth in **Exhibit "A"**.

SECTION 4: Severability. The Town Council hereby declares every section, paragraph, sentence, clause, and phrase is severable. If any section, paragraph, sentence, clause or phrase of these ordinance amendments are for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 5: Effective Date. This Ordinance Amendment shall go into effect thirty (30) days from its adoption. Prior to the expiration of fifteen (15) days of adoption, this Ordinance Amendment or a summary thereof pursuant to Government Code Section 36933, shall be published at least once in a newspaper of general circulation, along with the names of the members of the Town Council voting for and against its adoption.

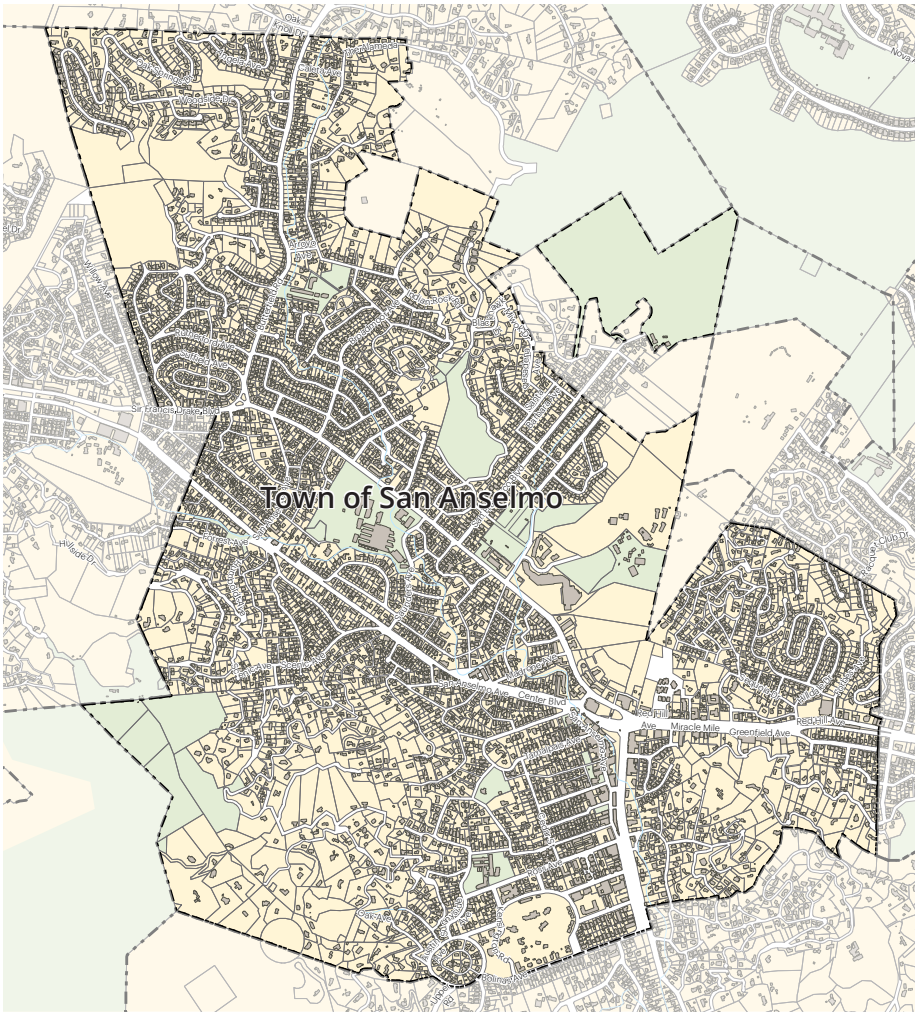
THE FOREGOING ORDINANCE was introduced at a regular meeting of the San Anselmo Town Council on July 23, 2024, and was adopted at a regular meeting of the San Anselmo Council on August 27, 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSED:

APPROVED:_____
Eileen Burke, Mayor

ATTEST:_____
Serge Avila, Town Clerk

EXHIBIT "A"
Title 10, Chapter 20, Objective Design and Development Standards









Title 10, Chapter 20: Objective Design and Development Standards

Prepared for Town of San Anselmo

Amended July 2024

OPTICOS

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Quick Code Guide for Developments Less Than Three Acres

The following graphic is intended as a summary guide. Please refer to San Anselmo's written permit procedures and application standards for all necessary information.

1 Determine your Maximum Zoning Envelope[1]

Identify your zone, see Article 3 (Zones)	a. Select your building type(s)	Subsection 3 of the zone
	b. Comply with building placement standards	Subsection 5 of the zone
	c. Comply with building form and height standards	Subsection 4 of the zone
	d. Select from allowed uses	See Title 10, Chapter 3, Article 3 (Land Use Regulations) for the underlying zone's allowed uses
	e. Comply with parking standards	Subsection 7 of the zone
	f. Select your private frontage type	Subsection 8 of the zone
Identify your building type standards, see Article 6 (Specific to Building Types)	a. Select your detailed massing type	Subsections 3 of the building type
	b. Comply with the standards	Subsections 1, 2, 4-7 of the building type

[1] Developments that propose multiple development sites shall apply this process for each development site.

2 Connect Ground Floor to Adjacent Streetscape

Apply your private frontage type(s), see Article 7 (Specific to Private Frontage Types)	Based on your selected private frontage type(s), comply with the standards	Subsections 1-4 of the private frontage type

3 Design your Building

Identify your architectural standards, see Article 8 (Specific to Architectural Design)	Based on your selected detailed massing type, select your architectural style	Subsections 1-16 of the architectural style

Quick Code Guide for Developments Less Than Three Acres (Continued)

4 Proceed to Approval Process

If adjustments are proposed, see Section 10-20.11.030 (Adjustments to Standards)	Meet the required findings to be eligible for the adjustment to the standard(s)	Section 10-20.11.030 (Adjustments to Standards)
Identify your approval procedure, see Article 11 (Administration)	Comply with the procedure standards	Section 10-20.11.020 (Procedures)

Quick Code Guide for Developments Over Three Acres

The following graphic is intended as a summary guide. Please refer to San Anselmo's written permit procedures and application standards for all necessary information.

1 Design your Walkable Neighborhood Plan (WNP)

Identify your WNP design process, see Subsection 10-20.10.020.1	Comply with the standards	Section 10-20.10.020 (General to Walkable Community Design)
Prepare WNP	Comply with the standards	Section 10-20.10.030 (Walkable Neighborhood Plan)

2 Determine your Maximum Zoning Envelope[1]

Identify your zone(s), see Article 3 (Zones)	For each WNP: a. Select your building type(s)	Subsection 3 of the zone
	b. Comply with building placement standards	Subsection 5 of the zone
	c. Comply with building form and height standards	Subsection 4 of the zone
	d. Select from allowed uses	See Title 10, Chapter 3, Article 3 (Land Use Regulations) for the underlying zone's allowed uses
	e. Comply with parking standards	Subsection 7 of the zone
	f. Select your private frontage type for each building type	Subsection 8 of the zone
Identify your building type standards, see Article 6 (Specific to Building Types)	a. Select your detailed massing type for each building type	Subsections 3 of the building type
	b. Comply with the standards	Subsections 1, 2, 4-7 of the building type

[1] This process shall be applied to each development site.

Quick Code Guide for Developments Over Three Acres (Continued)

3 Connect Ground Floor of each Building Type to Adjacent Streetscape

Apply your private frontage types to each building type, see Article 7 (Specific to Private Frontage Types)	Based on your selected building types, comply with the standards	Subsections 1-4 of the private frontage type

4 Design your Buildings

Identify your architectural standards, see Article 8 (Specific to Architectural Design)	Select your architectural style standards for each building type	Subsections 1-16 of the architectural style

5 Proceed to Approval Process

If adjustments are proposed, see Section 10-20.11.030 (Adjustments to Standards)	Meet the required findings to be eligible for the adjustment to the standard(s)	Section 10-20.11.030 (Adjustments to Standards)
Identify your approval procedure, see Article 11 (Administration)	Comply with the procedure standards	Section 10-20.11.020 (Procedures)

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Article 1: Introduction

Sections:

10-20.01.010 Purpose
10-20.01.020 What is a Form-Based Code?
10-20.01.030 Guiding Principles
10-20.01.040 Applicability
10-20.01.050 Relationship to San Anselmo General Plan
10-20.01.060 Relationship to the San Anselmo Municipal Code
10-20.01.070 Application of the Form-Based Code

10-20.01.010 Purpose

This Form-Based Code (FBC) sets forth the objective design and development standards applicable to housing developments which qualify under California State law for streamlined review and is consistent with objectives of the San Anselmo General Plan to facilitate housing production and preserve the highly valued character and scale of the Town's walkable centers, neighborhoods, and corridors.

10-20.01.020 What is a Form-Based Code?

Form-Based Coding (FBC) represents a paradigm shift in the way that the built environment is regulated. The formal short definition of a FBC is as follows:

Form-Based Codes foster predictable built results and a high-quality public realm by using physical form (rather than separation of uses) as the organizing principle for the code. These codes are adopted into city or county law as regulations, not mere guidelines. Form-Based Codes are an alternative to conventional zoning.

-Form-Based Codes Institute

Unlike conventional, use-based codes, FBCs utilize the intended form and character, rather than use as the organizing framework of the code. This FBC is informed by the three physical context types found in San Anselmo: Natural, Walkable, and Auto-Oriented Suburban. FBCs implement the key characteristics that comprise the physical character of different areas (place types) documented across the community. Further, FBCs regulate a series of important elements not just to create a good individual building, but a high-quality place. The terminology in FBCs reflects the intended physical form and hierarchy of different places. For example, instead of a zone being labeled "commercial" or "mixed use," it might be called "main street." The term "main street" ties back to the intended physical form or place, which includes a mix of uses, civic spaces, streets, frontages, and building types that create walkable urbanism.

It is also important to note that while FBCs primarily regulate the intended physical form, they regulate use secondarily. FBCs allow a range of uses that are carefully chosen to maximize compatibility between uses and the intended physical form of the zone. The use-tables in a FBC are simplified and categorized by use-type, and clearly defined, to allow a greater degree of administrative decision-making related to particular uses.

10-20.01.030 Guiding Principles

The FBC is guided by the following principles in implementing the San Anselmo General Plan:

1. Across the Town, the FBC:
    A. Provides clear and effective development standards that allow for streamlined review processes and the predictable production of housing;
    B. Supports a diversity of housing choices appropriate to their location;
    C. Ensures appropriately-scaled infill development;
    D. Reinforces and enhances community design and character in support of the community's vision with: a variety of neighborhoods; main street areas as the cultural and commercial heart of the community; and neighborhoods with centers along pleasant and convenient corridors that interconnect the Town;
    E. Removes barriers to revitalization and reinvestment through clear, objective, and context-sensitive standards;
    F. Ensures that each building plays a role in creating a better whole, not just a good building; and
    G. Promotes development patterns that support safe, effective, and multi-modal transportation options for all users and help reduce greenhouse gas emissions.
2. Within the Downtown area, the FBC:
    A. Reinforces the main street as a cultural and commercial destination accommodating appropriately-scaled infill housing, mixed-use, and cultural development compatible with existing historic buildings; and
    B. Facilitates transitions from single-use areas to mixed-use employment centers that are compatible with adjacent residential neighborhoods and public access.
3. Within residential neighborhoods, the FBC:
    A. Protects the character of established neighborhoods and builds upon and reinforces the unique physical characteristics of the Town's walkable neighborhoods;
    B. Supports new walkable neighborhood patterns through new networks of well-designed multi-modal streets that are safe for pedestrians and cyclists; and
    C. Promotes neighborhoods with quality housing and diverse, context-sensitive housing choices.
4. Along major transportation corridors, the FBC:
    A. Promotes a variety of housing choices;
    B. Promotes small local businesses as an important part of the Town's economy;
    C. Promotes incremental infill and revitalization;
    D. Reinforces neighborhood main streets as centers to continue as social and commercial focal points, with services and amenities for the surrounding neighborhoods located within a safe, comfortable walking distance of homes;
    E. Balances pedestrian comfort and place-making with traffic efficiency; and
    F. Promotes and accommodates high-quality community design.

10-20.01.040 Applicability

1. In areas subject to this FBC, the standards in this FBC prevail unless stated otherwise.
2. This FBC applies to proposed development as identified in Table A (Applicability).

Table 10-20.01.040.A: Applicability

Development Type	Housing Accountability Act (HAA) Applies[1]	Senate Bill 35 (SB 35) Applies[2]	Assembly Bill 2011 (AB 2011) Applies[3]	Government Code §65583.2 (h) and (i) Applies[4]
Single-Unit House	No	No	No	No
Transitional Housing	Yes	See Multi-Family Housing		
Supportive Housing	Yes			
Emergency Shelter	Yes			
Farmworker Housing	Yes			
Multi-Family Housing	**2 or more residential units**		**5 or more residential units on commercially zoned parcel on commercial thoroughfare[3]**	**At least 20% of the units are affordable to lower income households**
Affordable	Yes	Yes	Yes	Yes
Market Rate[3]	Yes	No[2]	No[3]	Yes
Mixed-Use Development	**2 or more residential units and at least 2/3 of square footage designated for residential units**		**5 or more residential units on commercially zoned parcel on commercial thoroughfare[3]**	**At least 50% of the very low and low-income housing needs to be accommodated and that the residential use occupies at least 50% of the total floor area of a mixed-use project**
Affordable	Yes	Yes	Yes	Yes
Market Rate	Yes	No[2]	No[3]	Yes
Other Development				
Non-Residential	No	No	No	No

[1] See Government Code §65589.5 for additional eligibility criteria and specific protections by development type.

[2] See Government Code §65913.4(a) for additional eligibility criteria (e.g., site standards, affordability provisions, and labor provisions).

[3] See Government Code §65912.100-131 for additional eligibility criteria (e.g., site standards, affordability provisions, and labor provisions).

[4] See Government Code § 65583.2(h) and (i) for additional eligibility criteria (e.g., affordability provisions).

3. This FBC also applies to additions or modifications to structures previously approved under the provisions of this Title or under the provisions of the San Anselmo Municipal Code.
4. SB 35, AB 2011, and Government Code Section 65583.2 applications shall be processed as a ministerial permit, not considered to be a "project" pursuant to Division 13 (commencing with Section 2100) of the

Public Resources Code (AKA the California Environmental Quality Act (CEQA)) and shall comply with all provisions of this FBC unless otherwise stated or permitted pursuant to California state law. For development projects which do not comply with all provisions of this FBC and are therefore ineligible for ministerial processing, the applicant may elect to submit an application for the applicable discretionary review provisions of Title 10, Chapter 3, Article 7 (Zoning Implementation Procedures), Article 14 (Variance) and Article 15 (Design Review) and regulations in Article 4 (Development Standards).

5. An HHA application shall be processed as a discretionary project, subject to the CEQA Guidelines, and shall comply with the provisions of this FBC unless otherwise stated or permitted pursuant to California state law.

10-20.01.050 Relationship to San Anselmo General Plan

Maximum densities and floor area ratios established by the General Plan shall apply to all development projects subject to this Title.

10-20.01.060 Relationship to the San Anselmo Municipal Code

1. **Superseded Development Standards.** Development standards contained in the San Anselmo Municipal Code shall apply to all development projects subject to this Article except for the following sections which are replaced by provisions of this Article unless otherwise noted herein:
   A. Title 10, Article 4 (Development Standards)
   B. Section 10-3.506 (Parking Spaces: Location)
   C. Section 10-3.508 (Parking Spaces: Siting)
   D. Section 10-3.510 (Parking Spaces: Screening)
   E. Section 4-13.04 (Private Trees - Developed Parcels)
2. **Conflicts.** Where the provisions of this Article conflict with other requirements of the San Anselmo Municipal Code, the regulations of this Title shall prevail.
3. **Nonconforming Situations.** The standards of Section 10-3.607 (Nonconforming Uses and Improvements) shall apply to all nonconforming situations.

10-20.01.070 Application of the Form-Based Code

1. The following shall be selected for each development site:
   A. Only one building type per development site is allowed, except an Auxiliary Building (Section 10-20.060.040) may be included within a development site in addition to the primary building type. Parcels with enough land area to meet the zone standards for minimum development site width and depth may have multiple building types, and
   B. At least one private frontage type shall be incorporated.
2. New development on a parcel of at least three acres or at least 700 feet long or deep shall be required to comply with the provisions of Article 10 (Specific to Large Sites).

Article 2: Establishment of Zones

Sections:

10-20.02.010 Purpose
10-20.02.020 Zones Established
10-20.02.030 Sub-Zones
10-20.02.040 Zone Map

10-20.02.010 Purpose

This Article establishes the form-based zones ("zones") to implement the San Anselmo General Plan. The zones are for the purpose of generating and supporting the variety and physical character of existing and new walkable environments.

10-20.02.020 Zones Established

This Section identifies the zones, based on the intended physical form and character of the environments. These zones focus on mixed-use, walkable environments and range in function and intensity from primarily residential areas with a mix of moderate intensity neighborhoods (Neighborhood.Small and Neighborhood. Medium), to moderate-intensity corridors (Main Street.Small).

10-20.02.030 Sub-Zones

1. Sub-zones are slight variations of the base zone (e.g., Neighborhood.Small), are development-site-specific, and mapped on the Town of San Anselmo Objective Design and Development Standards Zone Map. The FBC includes one type of sub-zone:

   A. **Open.** The open sub-zone is applied for either or both of the following purposes:

      (1) To allow more uses than the base zone allows in specific areas but within the same form and character of the base zone (e.g., Neighborhood.Small), except that sometimes additional frontages and signage are allowed within the same form and character of the base zone; and/or

      (2) To more easily allow certain uses that are already allowed in the base zone. In this way, the open sub-zone can provide additional flexibility to development sites located at or near intersections that function or are intended to function as a neighborhood node of non-residential uses.

10-20.02.040 Zone Map

The zones established in this Section are mapped on the Town of San Anselmo Objective Design and Development Standards Zone Map. When any of these zones are applied, the Zone Map shall be updated to reflect such changes.

Article 3: Zones

Sections:

10-20.03.010 Purpose
10-20.03.020 General Requirements
10-20.03.030 Overview of Zones
10-20.03.040 Neighborhood.Small (N.S)
10-20.03.050 Neighborhood.Medium (N.M)
10-20.03.060 Main Street.Small (MS.S)
10-20.03.070 Adjacency Requirements

10-20.03.010 Purpose

This Article provides zones and standards to implement the San Anselmo General Plan to generate and support the variety of physical character of the intended development.

10-20.03.020 General Requirements

1. The FBC uses three form-based zone districts to regulate and generate the intended physical character. Each zone district ("zone") regulates the following eight topics:
    A. Intent: the intended physical character and range of uses;
    B. Sub-zones: whether or not a sub-zone applies, allowing a broader list of building types and/or frontage types in specific geographic areas;
    C. Building type and development site size: the menu of allowed building types and the associated minimum site dimensions.
    D. Building form: the maximum overall building height, minimum ground floor height, and maximum building footprint (coverage);
    E. Building placement: the minimum to maximum building setbacks and requirements for façade design;
    F. Encroachments: allowed encroachments into required setbacks;
    G. Parking: the required location and design requirements for parking and vehicle access; and
    H. Frontages: the menu of allowed frontage types required at building entries along thoroughfares and public/common open spaces.

2. Parcels that vary in width or depth shall be measured using the average width and/or depth to apply the standards of this Article.
3. Development standards in this Article apply to primary buildings.
4. For parcels located in the 100 year floodplain, except within the Historic Core as identified on the Town of San Anselmo Objective Design and Development Standards Zone Map, overall maximum height is the sum of the Base Flood Elevation plus 12 inches plus the maximum overall height allowed by the zone.
5. Individual building types have specific standards in Article 6 (Specific to Building Types) in addition to the zone standards to further calibrate each type for its context.
6. Facade Zone
    A. Each building type is required to be placed on the parcel in compliance with the requirements for facade zone defined by primary building/frontage in Subsection 5 of the zone.
    B. Facades are allowed to be in any configuration if in compliance with the facade zone requirements and the selected architectural style.
    C. In the Cottage Court and Pocket Neighborhood building types, only the front most building(s) are subject to the facade zone requirements except for the minimum length (percentage) in Subsection 5 of the zone.
    D. In the Neighborhood Courtyard type, the front most portions of the building are subject to the facade zone requirements except for the minimum length (percentage) in Subsection 5 of the zone.
7. Encroachments at grade not allowed within a street ROW, alley ROW, or across a development site line.
8. On-Site Parking
    A. Bicycles may be parked anywhere on development site, in compliance with pedestrian and vehicular access standards.
    B. Driveways may be shared between adjacent development sites but shall not exceed maximum allowed width.
    C. Front access not allowed on corner development sites, except where side street access cannot be provided.
    D. Parking spaces may be grouped with those on adjacent development sites [See Figure 2(Example of Applying Development Sites on a Pedestrian Circulation Network)] and may be detached from development sites within the same block, in compliance with parking setbacks and access standards.
    E. Where structured parking is provided, buildings are allowed to abut the parking structure and are exempt from minimum development site depth and rear building setbacks.
    F. Subterranean Parking. Subterranean and semi-subterranean garages are subject to the following, in compliance with the requirement for habitable ground floor nonresidential space in Subsection 4 of the zone:
        (1) Subterranean garages are exempt from the required parking and building setbacks in compliance with the frontage requirements.
        (2) Semi-subterranean garages may project above the adjacent finished grade by up to 2 feet.

(3) Development sites that provide all required parking in a subterranean or semi-subterranean garage are exempt from minimum development site depth.

9. Development Site. A development site is a parcel or portion of land within a parcel that is delineated from other development sites and/or parcels to accommodate one primary building or building type. A parcel can include multiple development sites, in compliance with Subsection 3 of the zone. Development sites are treated like parcels for the purpose of applying development standards, but are not required to be legally subdivided into individual parcels.

   A. Each development site is required to front onto the adjacent street or internal pedestrian circulation network, whichever is closer. Where Public Frontage Standards apply, development sites shall not include the area of the Public Frontage Assembly.

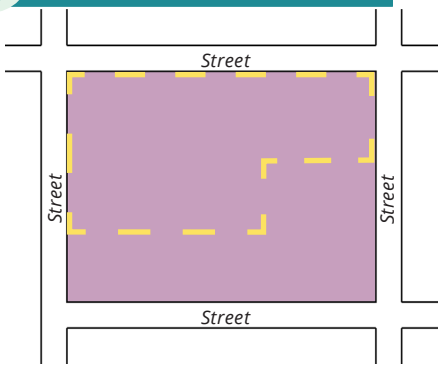
   B. Table A (Applicability of Development Site Requirements) identifies the requirements for projects which include a portion of a parcel, an entire parcel, or multiple parcels.

Table 10-20.03.020.A Applicability of Development Site Requirements

Project Criteria	Requirement
Project area is at least three net developable acres; or	Walkable Neighborhood Plan in compliance with Section 10-20.10.030 (Walkable Neighborhood Plan)
The linear dimension of the project area along or perpendicularly to an existing thoroughfare is at least 700 feet; or	
Project area is through lot of at least three acres; or	
Project area includes development site(s) which do(es) not front onto an existing public street, within a parcel of at least three net developable acres.	
Project area includes development site(s) which front(s) onto an existing public street, within a parcel of less than three net developable acres.	Compliance with the standards in Figure 1 (Example of Applying Development Sites on Existing Right of Way Network)
Project area includes development site(s) which do(es) not front onto an existing public street, within a parcel of less than three acres.	Compliance with the standards in Figure 2 (Example of Applying Development Sites on a Pedestrian Circulation Network)

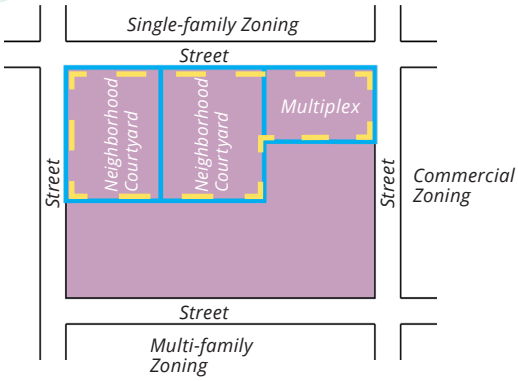
Figure 10-20.030.020.1 Example of Applying Development Sites on Existing Right of Way Network

1 Identify Zone(s)



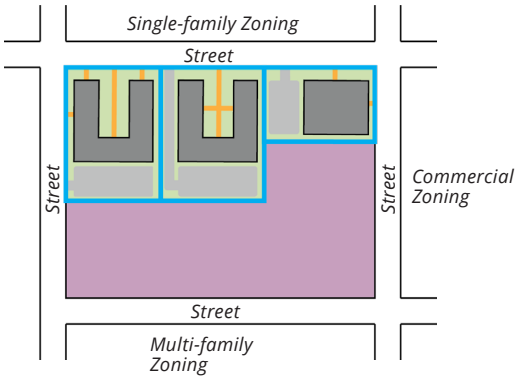
- See Form-Based Zone Map.
- See Article 3 (Zones) for development site requirements.

2 Apply Development Sites



- Select only 1 building type for each development site from the allowed building types for the zone. Apply the dimensional standards for the development sites of each allowed building type. (See Subsection 3 of each zone in Article 3).
- Development sites are allowed to occupy some or all of a parcel in compliance with the standards.

3 Place Buildings

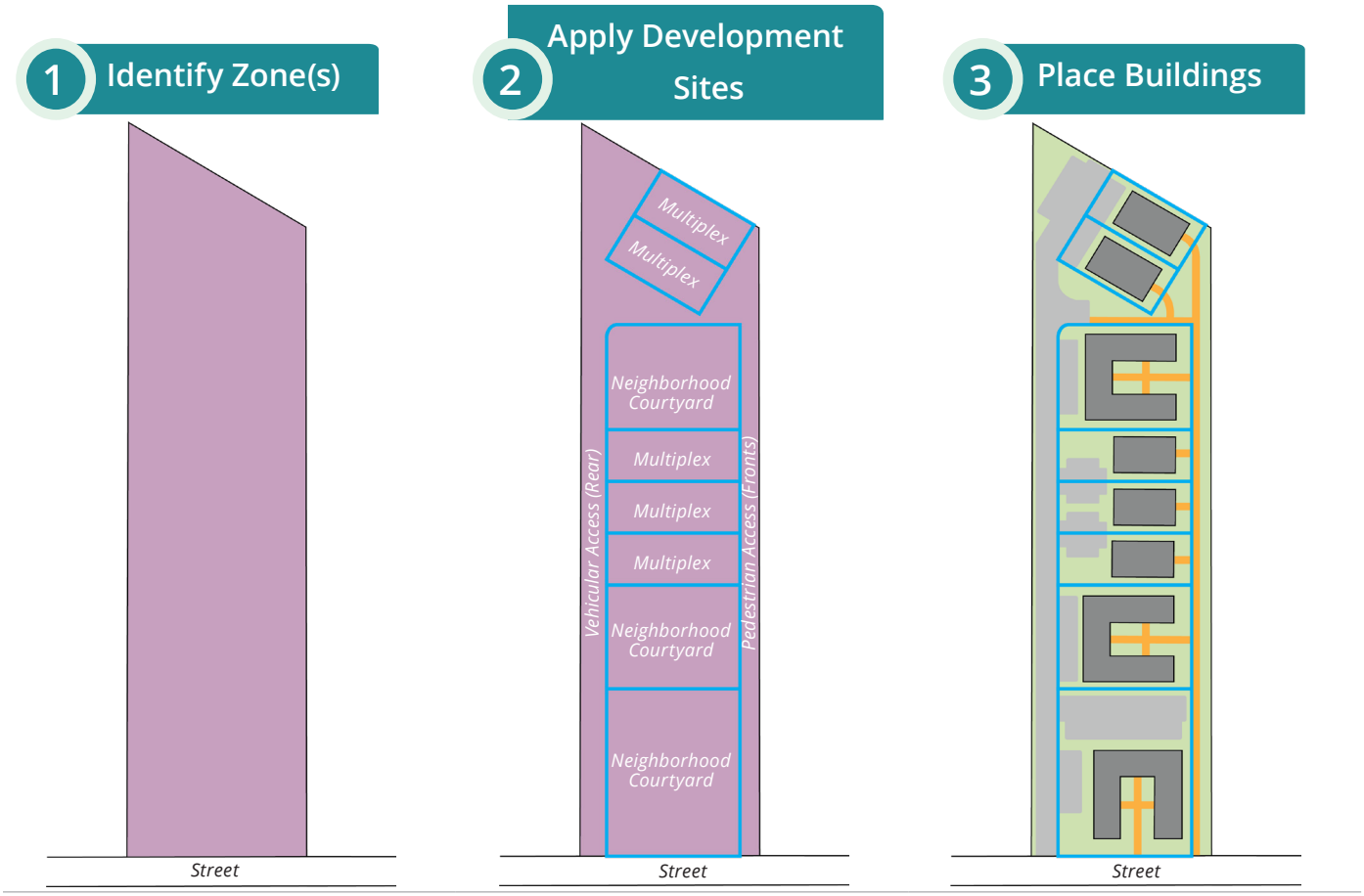


- Place each primary building on its development site in compliance with the required setbacks and other standards of the zone (see Article 3).
- Each building is required to front onto the adjacent street or civic space.
- Select and apply frontage types to each building/unit entry (see Subsection 8 of the zone).

Key

- Project Area
- Development Site Line
- Primary Building
- Example Zone
- Vehicle Access & Parking
- Pedestrian Circulation
- Landscaping

Figure 10-20.030.020.2 Example of Applying Development Sites on a Pedestrian Circulation Network



- See Form-Based Zone Map.
- See Article 3 (Zones) for development site requirements.

- Select only 1 building type per development site from the allowed building types for the zone. Apply the dimensional standards for the development sites of each allowed building type. (See Subsection 3 of each zone in Article 3).
- Projects of at least three acres must include 2 or more building types.
- Development sites are allowed to occupy some or all of a parcel in compliance with the standards.

- Place each primary building on its development site in compliance with the required setbacks and other standards of the zone (see Article 3).
- Each development site is required to front onto the adjacent street or pedestrian circulation network, whichever is closer. The pedestrian circulation network is contiguous and separate from vehicular circulation.
- Vehicular and pedestrian circulation is allowed to be grouped and independent of development sites.
- It is not required that parking for a building occur on the same development site.
- Select and apply frontage types to each building/unit entry (see Subsection 8 of the zone).

Key

Project Area
Development Site Line
Primary Building
Example Zone
Vehicle Access & Parking
Pedestrian Circulation
Landscaping

10-20.03.030 Overview of Zones

Table A (Zones Overview) provides an overview of each zone and its intent.

Table 10-20.03.030.A: Zones Overview

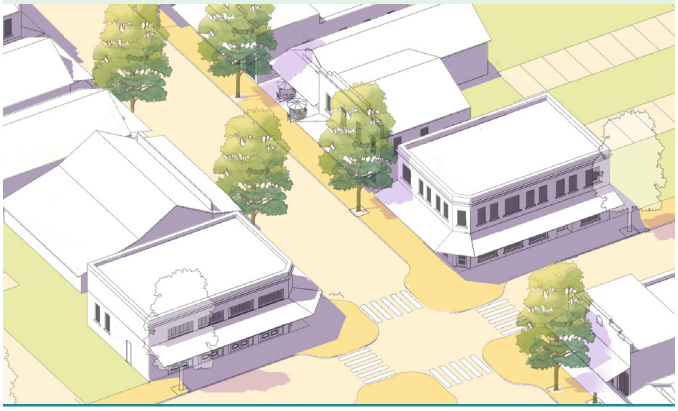
Less Urban

Neighborhood.Small 10-20.03.040	Neighborhood.Medium 10-20.03.050
	
Zone Abbreviation	**Zone Abbreviation**
N.S	N.M
Sub-Zone(s)	**Sub-Zone(s)**
N.S-Open. The open sub-zone allows non-residential uses within the same building form and character of the base zone.	None
Intent	**Intent**
A walkable neighborhood environment of small-to-medium footprint, moderate-intensity housing choices, including mixed-use buildings with neighborhood-serving retail and services.	A walkable neighborhood environment with medium-to-large footprint, moderate-intensity housing choices, including mixed-use buildings with neighborhood-serving retail and services.
Desired Form	**Desired Form**
House-Scale Buildings	Mix of House-Scale and Block-Scale Buildings
Primarily Detached Buildings	Primarily Detached Buildings
Small-to-Medium Building Footprint	Medium-to-Large Building Footprint
Small-to-Medium Front Setbacks	Small Front Setbacks
Small-to-Medium Side Setbacks	Small Side Setbacks
Up to 2.5 Stories	Up to 3 Stories
House, Duplex Side-by-Side, Duplex Stacked, Cottage Court, Fourplex, Neighborhood Townhouse, Neighborhood Courtyard, Pocket Neighborhood, and Multiplex	Duplex Side-by-Side, Neighborhood Townhouse, Neighborhood Courtyard, Multiplex, and Main Street Building
Porch Projecting, Porch Engaged, and Dooryard Frontage Types; Shopfront in Open Sub-Zone	Porch Projecting, Porch Engaged, Dooryard, Shopfront and Terrace Frontage Types

Table 10-20.03.030.A: Zones Overview (Continued)

More Urban

Main Street.Small 10-20.03.060



Zone Abbreviation
MS.S
Sub-Zone(s)
None

Intent
A walkable, district of small-to-medium footprint, moderate intensity, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

Desired Form
Mix of House-Scale and Block-Scale Buildings
Primarily Attached Buildings
Small-to-Medium Building Footprint
None-to-Small Front Setbacks
None-to-Small Side Setbacks
Up to 3 Stories (Up to 2 Stories in Historic Core)
Neighborhood Townhouse, Neighborhood Courtyard, Multiplex, and Main Street Building
Porch Projecting, Porch Engaged, Dooryard, Forecourt, Maker Shopfront, Shopfront, Terrace, and Gallery Frontage Types.

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10-20.03.040 Neighborhood.Small (N.S)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

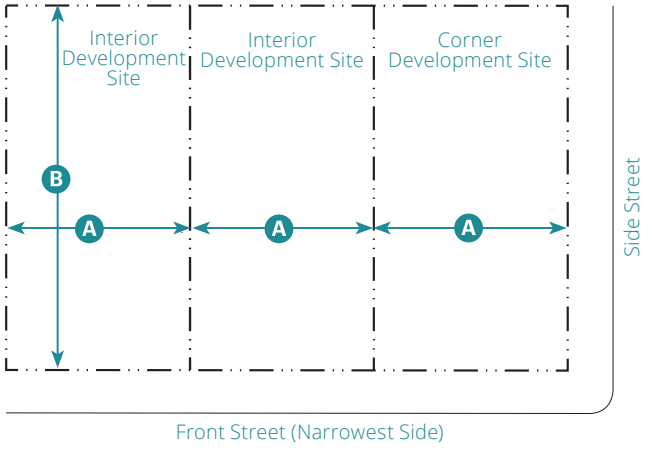
1. Intent

A walkable neighborhood environment of small-to-medium footprint, moderate-intensity housing choices, including mixed-use buildings with neighborhood-serving retail and services.

The following are generally appropriate form elements in the zone.	
House-Scale Buildings	House, Duplex Side-by-Side, Duplex Stacked, Cottage Court, Fourplex, Neighborhood Townhouse, Neighborhood Courtyard, Pocket Neighborhood, and Multiplex
Primarily Detached Buildings	
Small-to-Medium Building Footprint	
Small-to-Medium Front Setbacks	
Small-to-Medium Side Setbacks	Porch Projecting, Porch Engaged, and Dooryard Frontage Types; Shopfront in Open Sub-Zone
Up to 2.5 Stories	

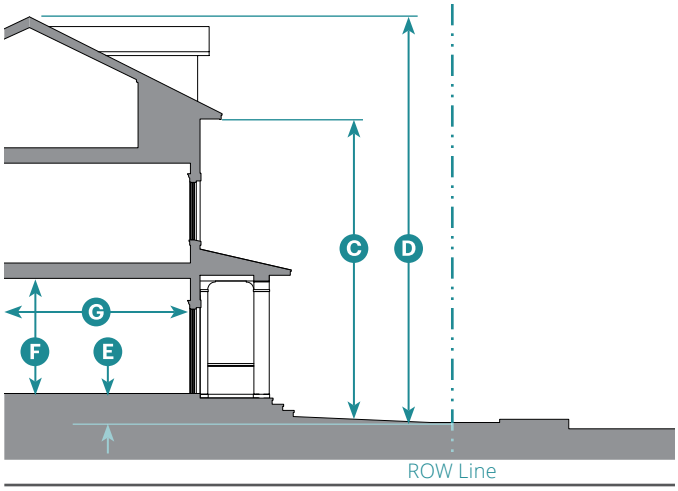
2. Sub-Zone(s)

N.S-Open. The open sub-zone allows non-residential uses within the same building form and character of the base zone.



Key

ROW/ Development Site Line



Key

ROW Line

3. Building Types and Development Site Size			
Allowed Building Types	**Development Site[1] Width (A)**	**Depth (B)**	**Standards**
House-Scale			
Ancillary Building[2]	N/A	N/A	10-20.06.040
House	50' min.	100' min.	10-20.06.050
Duplex Side-by-Side	55' min.	110' min.	10-20.06.060
Duplex Stacked	50' min.	100' min.	10-20.06.070
Cottage Court	90' min.	120' min.	10-20.06.080
Fourplex	50' min.	110' min.	10-20.06.090
Neighborhood Townhouse	18' min.[3]	100' min.	10-20.06.100
Neighborhood Courtyard	70' min.[4]	150' min.	10-20.06.110
Pocket Neighborhood	170' min.; 300' max.	260' min.; 500' max.	10-20.06.120
Multiplex	75' min.	125' min.	10-20.06.130
Block-Scale			
None			

Each development site shall have only one primary building type.

[1] Development sites of at least 3 acres or over 700' long or deep are required to include civic space and new street(s) per Article 10 (Specific to Large Sites).

[2] The Ancillary Building is not a primary building type.

[3] Represents one townhouse

[4] For an L-shaped building; 100' min. for a U-shaped building

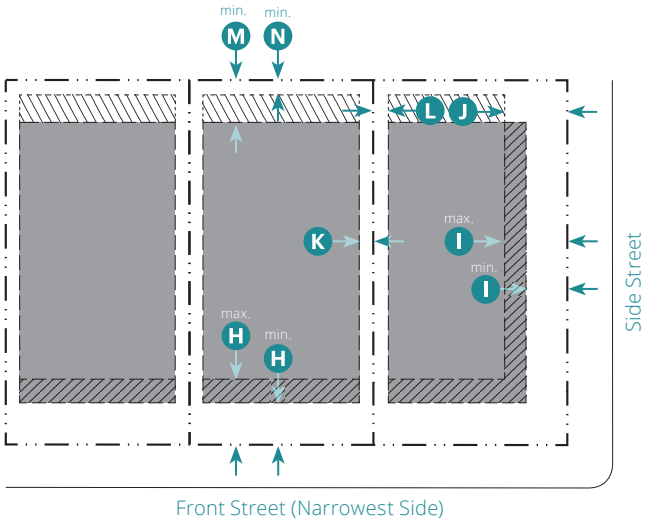
4. Building Form		
Height		
Primary Building[5]		
Stories	2.5 max.	
To Highest Eave/Parapet	24' max.	C
Overall	30' max.	D
Ground Floor Finish Level		E
Residential	6" min.[6]	
Non-Residential	6" max.	
Ground Floor Ceiling		F
Residential	9' min.	
Non-Residential	12' min.	
Accessory Structure(s)[7]	**2 max.**	
Footprint		
Max. Development Site Coverage	See standards in Article 6 (Specific to Building Types)	
Depth, Ground-Floor Space		G
Cottage Court	12' min.[8]	
All Building Types	20' min.[8]	

[5] See Article 6 (Specific to Building Types) for refinements to massing and height standards.

[6] Common entries may be set at grade in compliance with local and federal accessibility standards.

[7] Each accessory structure 120 sf max. and 8' max. height if located in required setback areas.

[8] For habitable/occupiable space only



Key

- ROW/ Dev't Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

5. Building Placement

Setback (Distance from ROW/ Development Site Line)[9]		
Front (Facade Zone)		H
Interior Development Site	10' min.[10]; 20' max.	
Corner Development Site	10' min.[10]; 20' max.	
Side Street (Facade Zone)		
Primary Building	10' min.; 20' max.	I
Accessory Structure(s)	20' min.	J
Side		
Primary Building	7' min.	K
Accessory Structure(s), Pools, and Hot Tubs	5' min.	L
Rear		
Primary Building	15' min.	M
Accessory Structure(s), Pools, and Hot Tubs	5' min.	N

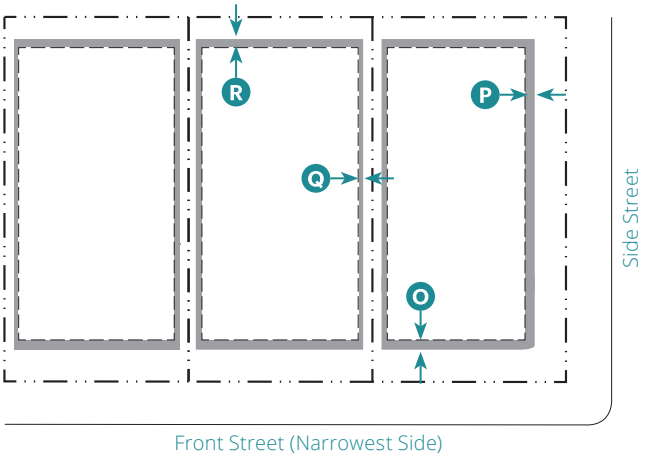
Building Facade		
Facade Zone	**Front St.**	**Side St.**
Façade Zone Defined by Primary Building/Frontage (See Subsection 10-20.12.030.2)	65% min.	55% min.

Facade Design

All building facades shall be designed in compliance with Article 8 (Specific to Architectural Design).

[9] Development sites with slopes ≥ 6% shall comply with Section 10-20.05.050 (Slope Standards).

[10] Within N.S. 15' Front Setback Overlay, min. 15' for existing parcels



Key

- ROW/ Dev't Site Line
- Setback Line
- Encroachment Area

6. Encroachments

Encroachments into Minimum Setbacks

Encroachment Type	Front O	Side St. P	Side[11] Q	Rear[11] R
Architectural Features	3' max.	3' max.	3' max.	5' max.
Private Frontages	P[12]	P[12]	X	X
Patio Covers	X	X	3' max.	5' max.
Stairs/Ramps	P[12]	P[12]	3' max.	5' max.
Decks (Max. 3' Above Grade)	X	X	5' max.	2' max.

Ramps providing ADA or FHA visitability are allowed within setbacks but shall not encroach within public ROWs.

Fences, hedges, and other screen devices are allowed within setbacks as identified in Section 10-20.05.020 (Screening).

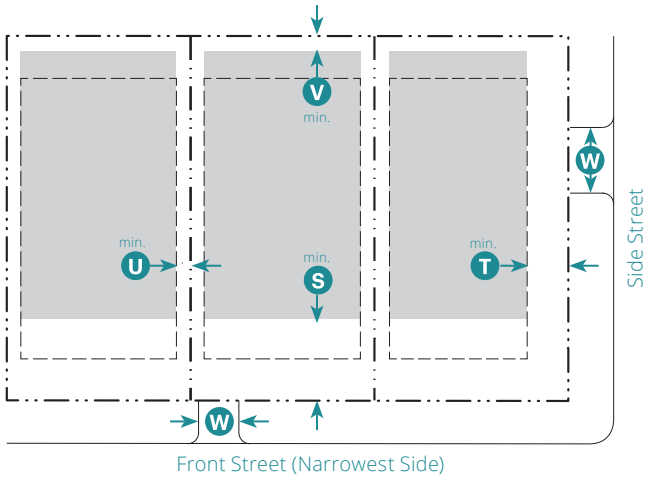
[11] No encroachment allowed for Accessory Structures.

[12] See Subsection 2 of the selected private frontage type

Encroachments into Public Right of Ways (ROW)

Upper story encroachments on front and side street require 8' min. of vertical clearance.

Key P = Allowed X = Not Allowed N/A = Not Applicable



Key

ROW/ Dev't Site Line

Building Setback Line

Parking Area

7. Parking		
Vehicular Spaces[13]		
All Uses[14]	See Section 10-3.502 (Parking Standards)	
Bicycle Spaces[15]		
Residential Uses		
Long Term	1 min. per bedroom (incl. Studios)	
Short Term	1 per 10 bedrooms; min. 2 per project	
Setback (Distance from ROW/ Development Site Line)		
Front	40' min.[16]	S
Side Street	20' min.	T
Side	5' min.	U
Rear	5' min.	V
Driveway[17]		
Curb Cut/Width	See Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges)	W

Curb cut width along alley may exceed 8'.

[13] See Subsection 10-20.05.040.4 for additional standards.

[14] See Article 4 (Use Standards) for the underlying zone's allowed uses and permit requirements.

[15] See Subsection 10-20.05.040.3 for additional standards.

[16] 10' min. allowed for parking courts of 6 or fewer spaces. See Subsection 10-20.05.040.8.C.(2).

[17] See Subsection 10-20.05.040.8.B for additional standards.

8. Frontages	
Allowed Private Frontage Type	**Standards**
Porch Projecting	10-20.07.040
Porch Engaged	10-20.07.050
Dooryard	10-20.07.060
Shopfront[18]	10-20.07.090
Allowed Public Frontage Type	**Standards**
Street	10-20.05.060.C.1

[18] Open sub-zone only

10-20.03.050 Neighborhood.Medium (N.M)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

1. Intent

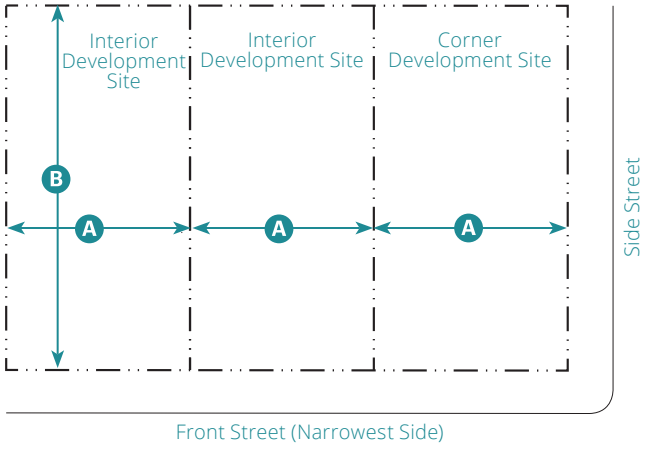
A walkable neighborhood environment with medium-to-large footprint, moderate-intensity housing choices, including mixed-use buildings with neighborhood-serving retail and services.

The following are generally appropriate form elements in the zone.

Mix of House-Scale and Block-Scale Buildings	Duplex Side-by-Side, Neighborhood Townhouse, Neighborhood Courtyard, Multiplex, and Main Street Building
Primarily Detached Buildings	
Medium-to-Large Building Footprint	
Small Front Setbacks	Porch Projecting, Porch Engaged, Dooryard, Shopfront and Terrace Frontage Types
Small Side Setbacks	
Up to 3 Stories	

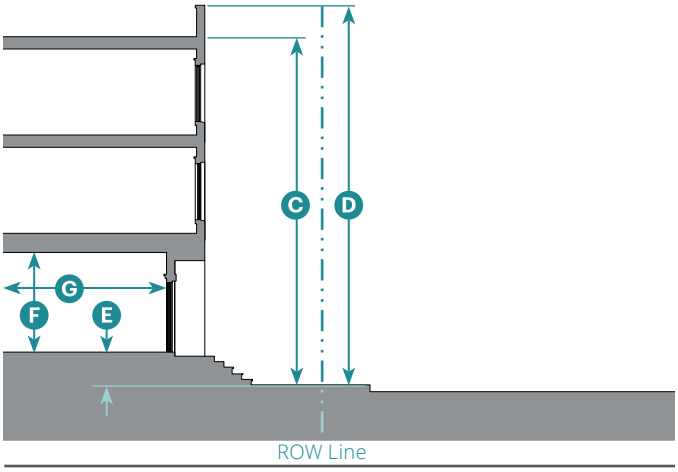
2. Sub-Zone(s)

None



Key

ROW/ Dev't Site Line



Key

ROW Line

3. Building Types and Development Site Size			
Allowed Building Types	**Development Site[1]** Width A	Depth B	**Standards**
House-Scale			
Ancillary Building[2]	N/A	N/A	10-20.06.040
Duplex Side-by-Side	55' min.	110' min.	10-20.06.060
Neighborhood Townhouse	18' min.[3]	100' min.	10-20.06.100
Neighborhood Courtyard	70' min.[4]	150' min.	10-20.06.110
Multiplex	75' min.	110' min.	10-20.06.130
Block-Scale			
Main Street Building	25' min.	100' min.	10-20.06.140

Each development site shall have only one primary building type.

[1] Development sites of at least 3 acres or over 700' long or deep are required to include civic space and new street(s) per Article 10 (Specific to Large Sites).

[2] The Ancillary Building is not a primary building type.

[3] Represents one townhouse

[4] For an L-shaped building; 100' min. for a U-shaped building

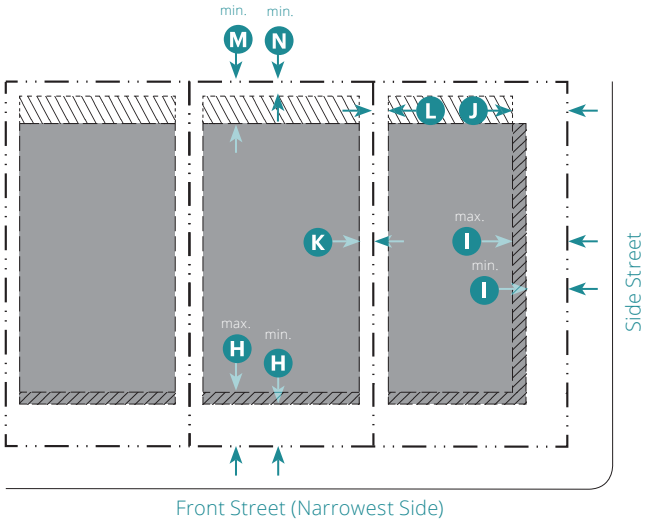
4. Building Form		
Height		
Primary Building[5]		
Stories	3 max.	
To Highest Eave/Parapet	26' max.	C
Overall	35' max.	D
Ground Floor Finish Level		E
Residential	6" min.[6]	
Non-Residential	6" max.	
Ground Floor Ceiling		F
Residential	9' min.	
Non-Residential	12' min.	
Accessory Structure(s)[7]	**1 max.**	
Footprint		
Max. Development Site Coverage	See standards in Article 6 (Specific to Building Types)	
Depth, Ground-Floor Space	20' min.[8]	G

[5] See Article 6 (Specific to Building Types) for refinements to massing and height standards.

[6] Common entries may be set at grade in compliance with local and federal accessibility standards.

[7] Each accessory structure 120 sf max. and 8' max. height if located in required setback areas.

[8] For habitable/occupiable space only



Key

- ROW/ Dev't Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

5. Building Placement

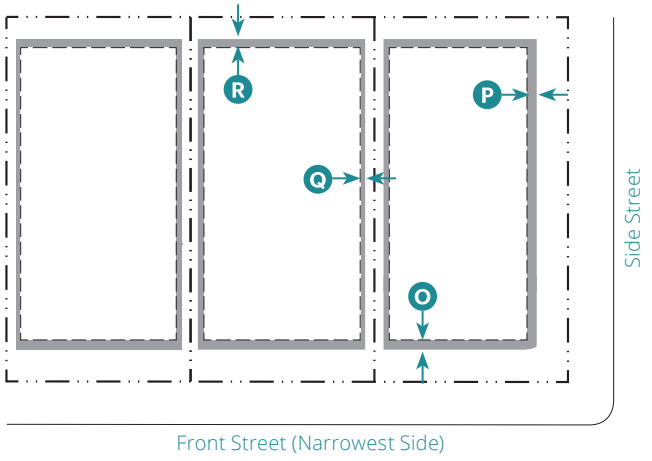
Setback (Distance from ROW/ Development Site Line)[9]		
Front (Facade Zone)		H
Interior Development Site	10' min.; 15' max.	
Corner Development Site	10' min.; 15' max.	
Side Street (Facade Zone)		
Primary Building	10' min.; 15' max.	I
Accessory Structure(s)	15' min.	J
Side		
Primary Building	5' min.	K
Accessory Structure(s)	5' min.	L
Rear		
Primary Building	15' min.	M
Accessory Structure(s)	5' min.	N

Building Facade		
Facade Zone	**Front St.**	**Side St.**
Façade Zone Defined by Primary Building/Frontage (See Subsection 10-20.12.030.2)	70% min.	60% min.

Facade Design

All building facades shall be designed in compliance with Article 8 (Specific to Architectural Design).

[9] Development sites with slopes ≥ 6% shall comply with Section 10-20.05.050 (Slope Standards).



Key

- ROW/ Dev't Site Line
- Setback Line
- Encroachment Area

6. Encroachments

Encroachments into Minimum Setbacks

Encroachment Type	Front O	Side St. P	Side[10] Q	Rear[10] R
Architectural Features	2' max.	2' max.	1' max.	5' max.
Private Frontages	P[11]	P[11]	X	X
Patio Covers	X	X	1' max.	5' max.
Stairs/Ramps	P[11]	P[11]	1' max.	5' max.
Decks (Max. 3' Above Grade)	X	X	5' max.	2' max.

Ramps providing ADA or FHA visitability are allowed within setbacks but shall not encroach within public ROWs.

Fences, hedges, and other screen devices are allowed within setbacks as identified in Section 10-20.05.020 (Screening).

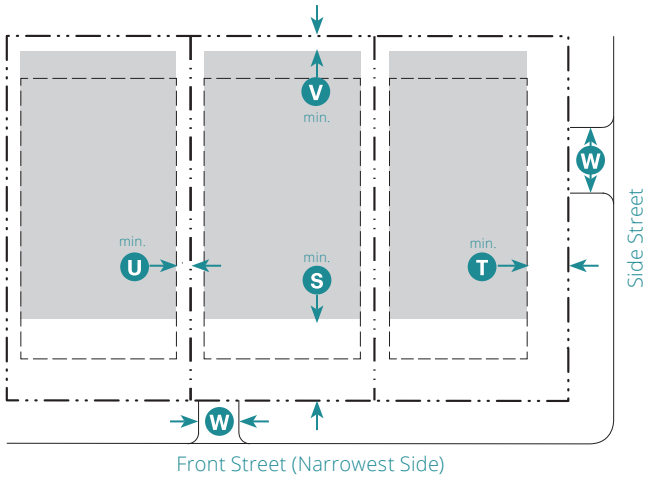
[10] No encroachment allowed for Accessory Structures

[11] See Subsection 2 of the selected private frontage type

Encroachments into Public Right of Ways (ROW)

Upper story encroachments on front and side street require 8' min. of vertical clearance.

Key P = Allowed X = Not Allowed N/A = Not Applicable



Key

ROW/ Dev't Site Line

Building Setback Line

Parking Area

7. Parking		
Vehicular Spaces[12]		
All Uses[13]	See Section 10-3.502 (Parking Standards)	
Bicycle Spaces[14]		
Residential Uses		
Long Term	1 min. per bedroom (incl. Studios)	
Short Term	1 per 10 bedrooms; min. 2 per project	
Setback (Distance from ROW/ Development Site Line)		
Front	40' min.[15]	S
Side Street	15' min.	T
Side	5' min.	U
Rear	5' min.	V
Driveway[16]		
Curb Cut/Width	See Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges)	W

Curb cut width along alley may exceed 8'.

[12] See Subsection 10-20.05.040.4 for additional standards.

[13] See Article 4 (Use Standards) for the underlying zone's allowed uses and permit requirements.

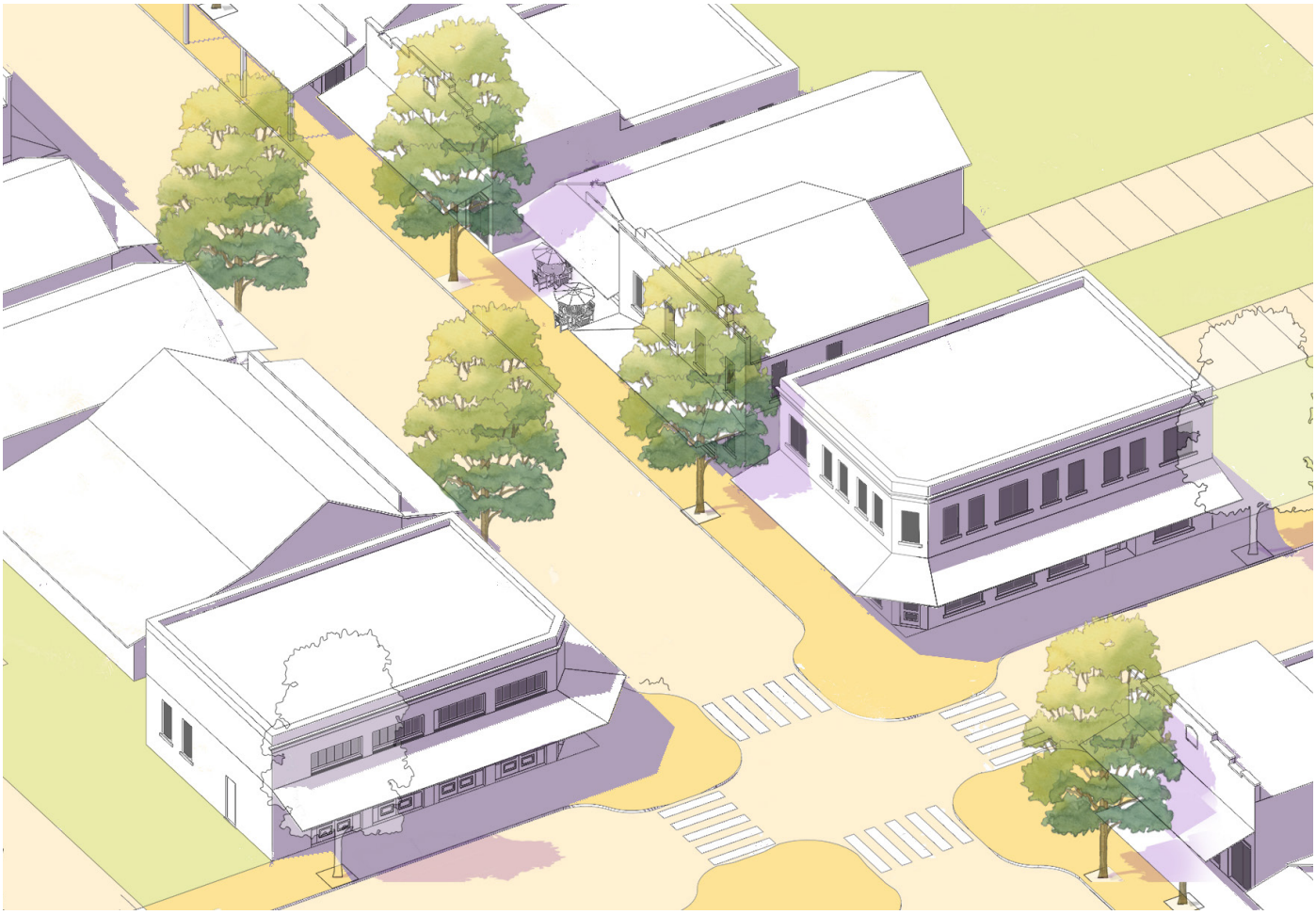
[14] See Subsection 10-20.05.040.3 for additional standards.

[15] 10' min. allowed for parking courts of 6 or fewer spaces. See Subsection 10-20.05.040.8.C.(2).

[16] See Subsection 10-20.05.040.8.B for additional standards.

8. Frontages	
Allowed Private Frontage Type	**Standards**
Porch Projecting	10-20.07.040
Porch Engaged	10-20.07.050
Dooryard	10-20.07.060
Shopfront	10-20.07.090
Terrace	10-20.07.100
Allowed Public Frontage Type	**Standards**
Street	10-20.05.060.C.1
Avenue/Boulevard	10-20.05.060.C.2

10-20.03.060 Main Street.Small (MS.S)



General note: the illustrations above are intended to provide a brief overview of the zone and are descriptive in nature.

1. Intent

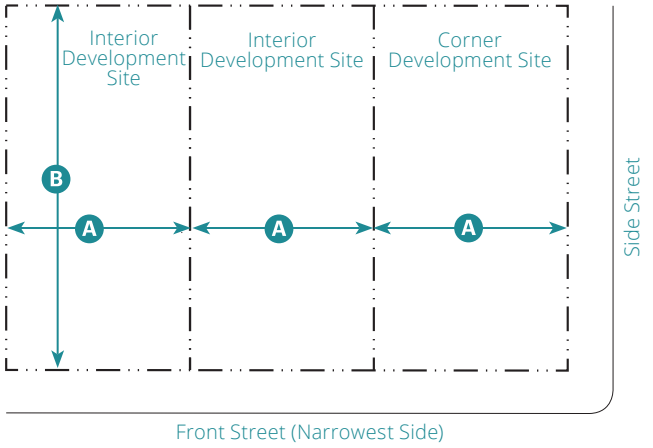
A walkable district of small-to-medium footprint, moderate intensity, mixed-use buildings and housing choices, supporting neighborhood-serving ground floor retail, food and services.

The following are generally appropriate form elements in the zone.

Mix of House-Scale and Block-Scale Buildings	Neighborhood Townhouse, Neighborhood Courtyard, Multiplex, and Main Street Building
Primarily Attached Buildings	
Small-to-Medium Building Footprint	
None-to-Small Front Setbacks	Porch Projecting, Porch Engaged, Forecourt, Shopfront, Terrace, and Gallery Frontage Types; Dooryard and Maker Shopfront Frontage Types on Side Street
None-to-Small Side Setbacks	
Up to 3 Stories (Up to 2 Stories in Historic Core)	

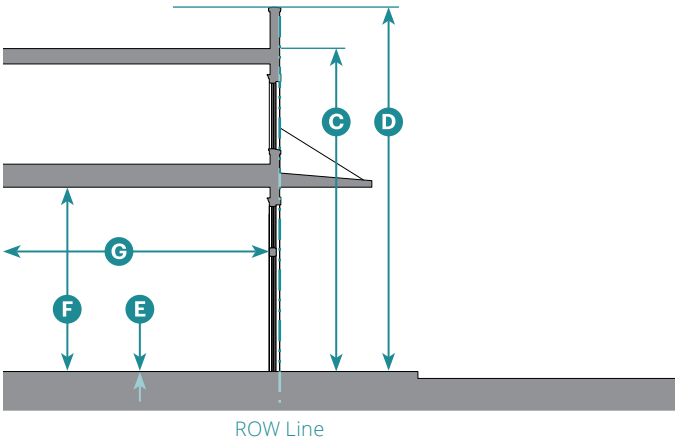
2. Sub-Zone(s)

None



Key

ROW/ Dev't Site Line



Key

ROW Line

3. Building Types and Development Site Size			
Allowed Building Types	**Development Site[1]**		**Standards**
	Width A	**Depth B**	
House-Scale			
Ancillary Building[2]	N/A	N/A	10-20.06.040
Neighborhood Townhouse	18' min.[3]	100' min.	10-20.06.100
Neighborhood Courtyard	70' min.[4]	150' min.	10-20.06.110
Multiplex	60' min.	110' min.	10-20.06.130
Block-Scale			
Main Street Building	25' min.	100' min.	10-20.06.140

Each development site shall have only one primary building type.

[1] Sites of at least 3 acres or over 700' long or deep are required to include civic space and new street(s) per Article 10 (Specific to Large Sites).

[2] The Ancillary Building is not a primary building type.

[3] Represents one townhouse

[4] For an L-shaped building; 100' min. for a U-shaped building

4. Building Form			
Height	**Historic Core**	**Not in Historic Core**	
Primary Building[5]			
Stories	2 max.	3	
To Highest Eave/Parapet		26' max.	C
Overall	30' max	35' max.	D
Ground Floor Finish Level			E
Residential	6" min.[6,7]		
Non-Residential	6" max.		
Ground Floor Ceiling	14' min.		F
Accessory Structure(s)[8]	**2 max.**		
Footprint			
Max. Development Site Coverage	See standards in Article 6 (Specific to Building Types)		
Depth, Ground-Floor Space	30' min.[9]		G

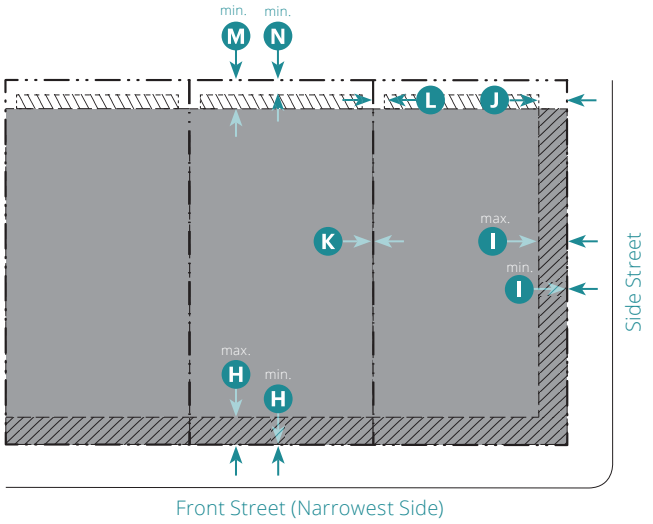
[5] See Article 6 (Specific to Building Types) for refinements to massing and height standards.

[6] Common entries may be set at grade in compliance with local and federal accessibility standards.

[7] Only on side street and at least 60' from front of development site

[8] Each accessory structure 120 sf max. and 8' max. height if located in required setback areas.

[9] For habitable/occupiable space only



Key

- ROW/ Dev't Site Line
- Building Setback Line
- Buildable Area
- Acc. Structures Only
- Facade Zone

5. Building Placement

Setback (Distance from ROW/ Development Site Line)[10]		
Front (Facade Zone)		H
Interior Development Site	0' min.; 10' max.	
Corner Development Site	0' min.; 10' max.	
Side Street (Facade Zone)		
Primary Building	0' min.; 10' max.	I
Accessory Structure(s)	10' min.	J
Side		
Primary Building	0' min.	K
Adjacent to Res'l Zone	10' min.	
Accessory Structure(s), Pools, and Hot Tubs	3' min.	L
Rear		
Primary Building	15' min.	M
Adjacent to Res'l Zone	20' min.	
Accessory Structure(s), Pools, and Hot Tubs	5' min.	N

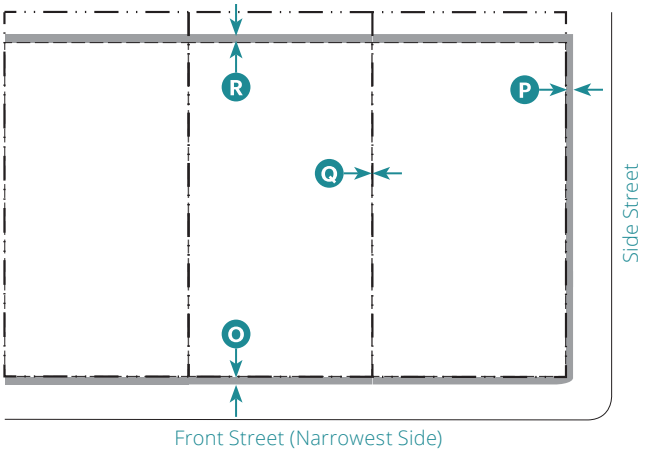
Building Facade

Facade Zone	Front St.	Side St.
Façade Zone Defined by Primary Building/Frontage (See Subsection 10-20.12.030.2)	65% min.	55% min.

Facade Design

All building facades shall be designed in compliance with Article 8 (Specific to Architectural Design).

[10] Development sites with slopes ≥ 6% shall comply with Section 10-20.05.050 (Slope Standards).



Key

- ROW/ Dev't Site Line
- Setback Line
- Encroachment Area

6. Encroachments

Encroachments into Minimum Setbacks

Encroachment Type	Front O	Side St. P	Side[11] Q	Rear[11] R
Architectural Features	3' max.	3' max.	X	5' max.
Private Frontages[12]	X	X	X	X
Patio Covers	X	X	X	5' max.
Stairs/Ramps	X	X	X	5' max.
Decks (Max. 3' Above Grade)	X	X	3' max.	2' max.

Ramps providing ADA or FHA visitability are allowed within setbacks but shall not encroach within public ROWs.

Fences, hedges, and other screen devices are allowed within setbacks as identified in Section 10-20.05.020 (Screening).

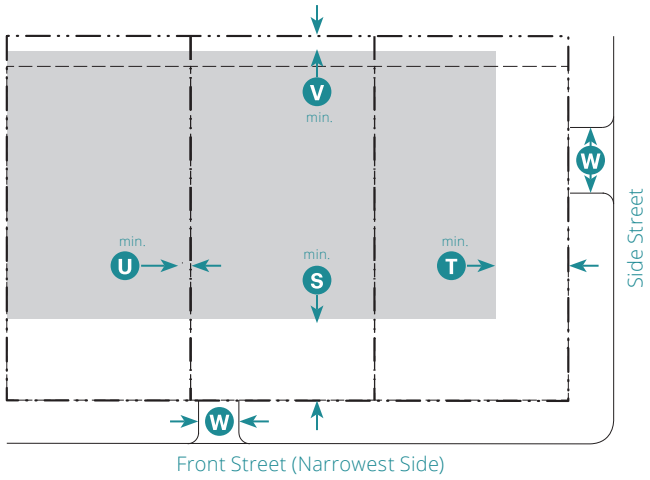
Encroachments into Public Right of Ways (ROW)

Upper story encroachments, including the Gallery (Section 10-20.07.110), on front and side street require 8' min. of vertical clearance.

[11] No encroachment allowed for Accessory Structures.

[12] The Gallery Frontage Type (Section 10-20.07.110) may encroach over the sidewalk to within 18" of the curb face.

Key P = Allowed X = Not Allowed N/A = Not Applicable



Key

ROW/ Dev't Site Line

Building Setback Line

Parking Area

7. Parking		
Vehicular Spaces[13]		
All Uses[14]	See Section 10-3.502 (Parking Standards)	
Bicycle Spaces[15]		
Residential Uses		
Long Term	1 min. per bedroom (incl. Studios)	
Short Term	1 per 10 bedrooms; min. 2 per project	
Setback (Distance from ROW/ Development Site Line)		
Front	40' min.[16]	S
Side Street	40' min.	T
Side	0' min.	U
Rear	5' min.	V
Driveway[17]		
Curb Cut/Width	See Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges)	W

Curb cut width along alley may exceed 12'.

[13] See Subsection 10-20.05.040.4 for additional standards.

[14] See Article 4 (Use Standards) for the underlying zone's allowed uses and permit requirements.

[15] See Subsection 10-20.05.040.3 for additional standards.

[16] 10' min. allowed for parking courts of 6 or fewer spaces. See Subsection 10-20.05.040.8.C.(2).

[17] See Subsection 10-20.05.040.8.B for additional standards.

8. Frontages	
Allowed Private Frontage Type	**Standards**
Porch Projecting	10-20.07.040
Porch Engaged	10-20.07.050
Dooryard[18]	10-20.07.060
Forecourt	10-20.07.070
Maker Shopfront[18]	10-20.07.080
Shopfront	10-20.07.090
Terrace	10-20.07.100
Gallery	10-20.07.110
Allowed Public Frontage Type	**Standards**
Avenue/Boulevard	10-20.05.060.C.2
Main Street	10-20.05.060.C.3

[18] Only on side street

10-20.03.070 Adjacency Requirements

A. Where a new building in a ODDS Zone is adjacent to the zone(s) or other physical feature identified in Table A, adjacency standards are required. The new building shall be designed in compliance with the requirements of this Table.

Table 10-20.03.070.A: Adjacency Requirements

Applicability	Standard
Where abutting a single-family residential district	
Height Limit	Max. 2.5 stories and 30' in height within 30' of shared side and/or within 50' of shared rear property line
Building Volumes	Max. 60' width per building volume; 20' min. separation between building volumes
Screen Landscaping	Screening trees are required along shared side and rear property lines at a quantity of one per 25 linear feet except where structures are located. Screening trees shall have a typical mature height of at least 25 feet and mature canopy width of 15 feet and shall be planted at 14-inch box size or larger and at least 8 feet in height. Existing trees to be retained that are at least 25 feet tall and 15 feet wide may substitute for required planting on a one-to-one ratio. Three closely spaced tall screening shrubs with a typical mature height of at least 20 feet and mature width of at least 5 feet may be substituted for one screening tree and shall be planted at 15-gallon size or larger and at least 8 feet in height. At least 30% of screening trees and shrubs shall be evergreen.
Landscape Buffer	A landscaped buffer of at least 5 feet in depth is required along the length of the rear property line except where structures are located
Where within 100' of a Creek	
Ground Floor	Ground floor frontage required using the frontage types allowed by the zone. Min. 15' building setback from the development site line.

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Article 4: Use Standards

Sections:

10-20.04.010 Use Standards

10-20.04.010 Use Standards

Allowed land uses are set forth in Article 10-3.03 (Land Use Regulations) as identified in Table A (Allowed Uses).

Table 10-20.04.010.A: Allowed Uses

Underlying Zone	Reference for Allowed Uses
Residential	Article 10-3.03 (Land Use Regulations)
Non-residential	Article 10-3.03 (Land Use Regulations)

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Article 5: General to Development Sites

Sections:

10-20.05.010 Purpose
10-20.05.020 Screening
10-20.05.030 Landscaping and Lighting
10-20.05.040 Parking and Loading
10-20.05.050 Slope Standards
10-20.05.060 Public Frontage Standards
10-20.05.070 Privacy Standards
10-20.05.080 Service and Utility Standards

10-20.05.010 Purpose

This Article provides standards to ensure that new development accomplishes the following:

1. Makes a positive contribution to the development pattern of the area;
2. New or altered structures are compatible with the design and use of existing structures on neighboring properties;
3. Respects the existing conditions of neighboring properties; and
4. Does not adversely affect neighboring properties, with "adversely affect" meaning to impact in a substantial, negative manner the habitability of these properties.

10-20.05.020 Screening

1. **Intent**. This Section provides standards for screening, fences, and walls for the protection of property, the enhancement of privacy, the attenuation of noise, and the improvement of the visual environment.
2. **Design Standards for Screening.** Except for wall- and ground-mounted equipment that is not visible from the public right-of-way or abutting development sites, all equipment shall comply with the following:
   A. **Screening Height Maximums.** Screening shall not exceed the maximums identified in Table A (Maximum Screening Height).
   B. **Screening Height Measurement.** Screening height shall be measured as the vertical distance between the finished grade at the base of the screen and the top edge of the screen material. No combination of wall and screen shall exceed the maximum height allowed in Table A (Maximum Screening Height).

Table 10-20.05.020.A: Maximum Screening Height					
Zone	**Item**	**Maximum Height Allowed**			
		Front	**Side St.**	**Side**	**Rear**
N.S, N.M	Fences[2]	3' max.	3' max.	8' max.	8' max.
	Free Standing Walls	3' max.	3' max.	8' max.	8' max.
	Landscaping[1]	4' max.	4' max.	No max.	No max.
MS.S	Fences	X	X	8' max.	8' max.
	Free Standing Walls	X	X	8' max.	8' max.
	Landscaping[1]	3' max.	3' max.	No max.	No max.

[1] Excludes trees

[2] 6' of solid material with 2 ' of open material (lattice, wrought iron, or grille work allowing visibility through 50% of the material) at the top

Key X = Not Allowed

3. **Courtyard Screening**

   A. Fences, walls and other screening installed to create a courtyard without a roof shall not exceed five feet in height and shall be set back a minimum of 10 feet from the front property line or back of sidewalk, whichever is the least.

   B. Landscaping installed in compliance with Section 10-20.05.030 (Landscaping and Lighting).

4. **Screening on Retaining Walls.** The total height of screens and the retaining walls they are mounted on or attached to shall not exceed six feet.

5. **Mechanical Equipment Screening**

   A. The following mechanical equipment is exempt from screening:

      (1) Free-standing or roof-mounted solar equipment; and

      (2) Vents less than two feet in height.

   B. For new installation or relocation of existing mechanical equipment, the equipment shall be screened.

      (1) **Roof-Mounted Equipment.** Building parapets or other architectural elements in the building's architectural style shall screen roof-mounted equipment.

         (a) New buildings shall be designed to provide a parapet or other architectural element that is as tall or taller than the highest point on any new mechanical equipment to be located on the roof of the building; and

         (b) For existing buildings with no parapet less than two feet in height, mechanical equipment shall be surrounded on all sides by an opaque screen wall as tall as the highest point of the equipment. The wall shall be architecturally consistent with the building and match the existing building with paint, finish, and trim cap detail.

(2) **Wall- and Ground-Mounted Equipment**

(a) Equipment is not allowed between front or side street facades and the street.

(b) All screen devices shall be as high as the highest point of the equipment being screened.

(c) Equipment and screening shall be in compliance with the setbacks of the zone.

(d) Screening shall be architecturally compatible and include matching paint, finish, and trim cap of the building.

6. **Barbed Wire and Razor Wire.** Barbed wire and razor wire screening are not allowed.

7. **Safety.** Fences, walls, and other screening and landscaping, whether provided in compliance with the provisions of this Subsection or provided in addition to those provisions, are subject to review by the Traffic Engineer in the following areas to ensure that visibility is maintained:

A. Within 10 feet of the point of intersection of:

(1) A vehicular access way or driveway and a street; and/or

(2) A vehicular access way or driveway and a sidewalk.

B. Within 20 feet of the point of intersection of two or more vehicular access ways, including driveways, alleys, or streets.

C. As used in this Subsection, "point of intersection" is measured from the face of curb or if none, from the edge of pavement.

10-20.05.030 Landscaping and Lighting

1. **Intent.** This Section prescribes landscaping and lighting standards for protection and enhancement of the environmental and visual quality of the community, enhancement of privacy, and the control of dust.

2. **Required Landscaping.** The landscaping required by this Section shall be installed as part of the development or improvement(s) requiring the landscaping. Standards for landscaping in parking areas shall be in combination with Section 10-20.05.040 (Parking and Loading).

A. Landscaping materials shall be integrated into the required setbacks, stream and wetland buffers, and design of the selected private frontage type(s).

B. Landscape materials shall be applied to the planting areas identified for public frontage type(s).

3. **Design Standards**

A. **Landscape Area.** A minimum percentage of a development site shall be landscaped in compliance with Table A:

Table 10-20.05.030.A: Landscape Area

Zone	Minimum percent of development site area composed of landscaped area	Minimum percent of facade zone composed of landscaped area
Neighborhood.Small	25%	70%
Neighborhood. Medium	10%	50%
Main Street.Small	10%	Not required

B. **Allowed Landscaping Materials**

(1) Required landscaped areas shall be composed of trees, shrubs and groundcover, and shall exclude areas occupied by structures, hardscape, and pools, in compliance with the following minimum standards:

(a) Trees shall be planted at 15-gallon size or larger;

(b) Shrubs shall be planted at one-gallon size or larger;

(c) Ground cover shall be planted at spacing of a minimum 12 inches on center;

(d) Decorative nonliving landscaping materials including, but not limited to, sand, stone, or gravel may be used up to 10 percent of required landscape areas.

(2) Street trees. Where the sidewalk abuts the subject property, street trees, of at least 15-gallon size, spaced no further than 35 feet apart, double-staked, shall be planted between the curb and the back of sidewalk, where missing. If there is no sidewalk, the street trees shall be placed in planters at least four feet by six feet without encroaching into the parking or travel lane.

C. **Species Selection**

(1) Native and drought tolerant species are required to meet the minimum standards, in conformance with Title 9, Chapter 22 (Water Efficient Landscaping).

(2) Landscaping shall be in compliance with Ross Valley Fire Department Standard 220 (Vegetation Management Plan).

D. **Existing Vegetation**

(1) On-site trees of caliper size 12 inches minimum, measured at 52 inches above grade, shall be protected trees. On-site trees of caliper size 22 inches minimum, measured at 52 inches above grade, shall be heritage trees. In compliance with Ross Valley Fire Department Standard 220 (Vegetation Management Plan), Acacia, Eucalyptus, Plum, Privet, and Monterey Pine trees are neither protected trees nor heritage trees and may be removed.

(2) Protected trees shall be replaced at a ratio of two replacement protected or heritage trees to one removed protected tree (2:1). Heritage trees shall be replaced at a ratio of three replacement heritage trees to one removed heritage tree (3:1).

(3) All protected and heritage trees removed for construction of a residential unit shall be replaced on-site with a minimum 24-inch box tree. Table B below defines the tree types that qualify as eligible replacements.

Table 10-20.05.030.B: Tree Species	
Common Name	**Botanical Name**
Arroyo willow	*S. lasiolepis*
Big-leaf maple	*Acer macrophyllum*
Bishop pine	*Pinus muricata*
Blue oak	*Q. douglasii*
Box elder	*A. negundo var. californicum*
California bay	*Umbellularia californica*
California black oak	*Q. kelloggii*
California buckeye	*Aesculus californica*
California nutmeg	*Torreya californica*
Canyon live oak	*Q. chrysolepis*
Chaparral oak	*Q. wislizeni*
Coast live oak	*Quercus agrifolia*
Coast redwood	*Sequoia sempervirens*
Douglas-fir	*Pseudotsuga menziesii*
Giant Chinquapin	*Castanopsis chrysophylla*
Hawthorn	*Crataegus douglasii*
Mountain-mahogany	*Cercocarpus betuloides*
Narrow leaved willow	*Salix exigua*
Shreve's oak	*Q. parvula var. shrevei*
Oregon ash	*Fraxinus latifolia*
Oregon oak	*Q. garryana*
Pacific madrone	*Arbutus menziesii*
Pacific yew	*Taxus brevifolia*
Red alder	*A. rubra*
Red elderberry	*Sambucus racemosa*
Red willow	*S. laevigata*
Sargent cypress	*Cupressus sargentii*
Scouler's willow	*S. scouleriana*
Service-berry	*Amelanchier tahensis*
Shining willow	*S. lucida ssp. lasiandra*
Silk tassel	*Garrya elliptica*
Sitka willow	*S. sitchensis*
Tanbark oak	*Lithocarpus densiflorus*
Valley oak	*Q. lobata*
Wax myrtle	*Myrica californica*
White alder	*Alnus rhombifolia*

E. **Landscape Integration with Frontage Type(s).** Required landscaping shall be placed within and/or around the variety of frontage type elements in compliance with Table C:

Table 10-20.05.030.C: Landscape Integration with Frontage Type(s)

Frontage Type	Location
Porch: Projecting, Engaged	Containers within Porch, Planters at base of Porch and along building facade
Dooryard	Containers and/or planters within Dooryard
Forecourt	Containers and planters within Forecourt
Maker Shopfront	Containers along base of Shopfront
Shopfront, Gallery	Containers along base of Shopfront or Gallery
Terrace	Containers within Terrace, planters at base of Terrace

F. **Retaining Walls**

(1) Retaining walls within the front and/or side street façade zone(s) or visible from the public sidewalk adjoining the development site shall:

(a) Not exceed four feet in height as measured to the adjacent finished grade or sidewalk whichever is nearest;

(b) Include a landscape planter in front of the wall. The planter shall be at least 18 inches deep measured perpendicular to the wall; and

(c) Be finished with allowable wall material(s) of the selected architectural style for the primary building.

(2) Retaining walls along the interior development site line that are beyond the front and/or side street façade zone(s) shall:

(a) Not exceed three feet as measured to the adjacent finished grade;

(b) Include a landscape planter in front of the wall. The planter shall be at least three feet deep measured perpendicular to the wall; and

(c) Be finished with allowable wall material(s) of the selected architectural style for the primary building.

(3) Retaining walls along the rear development site line that are beyond the front and/or side street façade zone(s) shall:

(a) Not exceed eight feet as measured to the adjacent finished grade;

(b) If exposed, include a landscape planter in front of the wall. The planter shall be at least three feet deep measured perpendicular to the wall;

(c) Be finished with allowable wall material(s) of the selected architectural style for the primary building; and

(d) Not require landscaping or wall material finish(es) if within the building and not exposed.

G. **Landscape Maintenance**

(1) Required landscaping shall be maintained in a clean and healthy condition. This includes pruning, weeding, removal of litter, fertilizing, replacement of plants when necessary, and the appropriate watering of all landscaping.

(2) Automatic irrigation shall be provided to all planting areas in compliance with requirements of Title 9, Chapter 22 (Water Efficient Landscaping).

(3) Root barriers are required on all trees planted within 10 feet of paved areas.

4. **Required Lighting**

A. Site improvements, including lighting, as required to be consistent with the selected Architectural Style for the primary building.

B. Lighting shall be provided in compliance with the following:

(1) All parking lot lights shall be full cutoff luminaires, as certified by the manufacturer, with the light source directed downward and away from adjacent residences.

(2) Bollard lighting may be used to light walkways and other landscape features, but shall cast its light downward.

(3) Internally illuminated fascia, wall, roof, awning or other building parts are prohibited.

(4) Uplighting of landscaping is prohibited.

(5) All nonessential exterior lighting associated with non-residential uses shall be turned off or dimmed no more than 30 minutes after the close of business or when the non-residential use is not in use.

10-20.05.040 Parking and Loading

1. **Intent.** This Section prescribes standards for motor vehicle and bicycle parking areas, loading and access drives, and standards for reducing motor vehicle trips per capita to and from development. These standards are intended to ensure that new development accomplishes the following:

A. Consistency with the intended physical character of walkable environments;

B. Provision of bicycle parking to increase bicycle trips and reduce motor vehicle trips per capita; and

C. Appropriately limits, screens, and landscapes motor vehicle parking areas to protect and enhance the environmental and visual quality of the community, enhance privacy, attenuate noise, and control dust.

2. **On-site parking.** On-site parking is allowed in all zones subject to the standards in this Section**.**

3. **Bicycle Parking Standards.** Bicycle parking shall be provided in compliance with the standards of the zone.

4. **General Vehicular Parking Standards**

A. **Sharing of On-Site Parking.** Sharing of parking between different uses and developments is allowed.

B. **Sharing of Non-Residential Parking Required.** If on-site parking spaces for non-residential uses are provided, such spaces shall be made available for use by the general public during at least one of the following time periods:

(1) Monday through Friday, 8 AM to 5 PM; or

(2) Monday through Friday, 5 PM to 11 PM and all day on Saturday and Sunday.

C. **Larger Vehicle Parking**

(1) Trucks, tractors or tractor-trailers having a capacity of more than a 1.5-ton load, front- and rear-end loaders, or any kind of commercial, industrial, agricultural, or transportation vehicles/equipment used primarily for business purposes, shall not be parked or stored in any zone for purposes other than unloading, loading, or delivery services.

(2) Automobiles, small trucks, vans, and vehicle trailers allowed in conjunction with an approved home occupation (one per home occupation), and recreational vehicles are excluded from the provisions of this Subsection.

D. **Storage of Unregistered or Inoperable Motor Vehicles.** Automotive vehicles, trailers, or vehicles of any kind or type, requiring licenses that are without current license plates or are inoperable shall only be parked within completely enclosed buildings.

E. **Cargo or Freight Container.** Portable cargo or freight storage containers in any zone for purposes of loading or unloading may be parked or stored on-premise for a period not to exceed 10 days in any one calendar year.

5. **Number of Motor Vehicle Parking Spaces Required**

A. **Required Spaces.** Parking shall be provided in compliance with 10-3.502 (Parking Standards). For any use not addressed in 10-3.502 (Parking Standards), parking shall not exceed a ratio equivalent to the average peak parking occupancy rate for the most comparable use in the Institute of Transportation Engineers Parking Generation Manual.

B. **Required Number of Parking Spaces**

(1) **Calculating Required Parking for a Mixed-Use Development.** For a building with residential and non-residential uses, shared parking shall be calculated as follows. The sum of the required parking for the two use types as stated in Subsection 7 of the zone shall be divided by the factor listed in Table A (Shared Parking Factor for Two Uses). The required number of parking spaces shall be rounded up to the closest whole number.

Table 10-20.05.040.A: Shared Parking Factor for Two Uses

	Residential	Lodging	Office	Retail
Residential	1.0	1.1	1.4	1.2
Lodging	1.1	1.0	1.7	1.3
Office	1.4	1.7	1.0	1.2
Retail	1.2	1.3	1.2	1.0

6. **Electric Vehicle Charging.** Electric vehicle charging facilities shall be provided in compliance with Chapter 9-19 (Green Building Requirements).

7. **Traffic-Reducing Parking Standards**

A. **Carshare Parking Spaces**

(1) Carshare parking spaces shall be provided in the amounts specified in Table B (Required Carshare Parking Spaces).

Table 10-20.05.040.B: Required Carshare Parking Spaces	
Residential Uses	**Carshare Parking Spaces Required**
0-49 units	None
50-100 units	1
101 or more units	2 + 1 per additional 200 units
Office/Research & Development Uses	**Carshare Parking Spaces Required**
≤ 10,000 sf	None
> 10,000 sf	1 per 10,000 sf

(2) The required carshare space(s) shall be made available, at no cost, to a carshare service for purposes of providing carshare services to its members. At the election of the property owner, the carshare spaces may be provided:

(a) On the development site; or

(b) On another off-street site within 1,000 feet of the development site.

(3) Required carshare space or spaces shall be designed in a manner that will make the spaces accessible to non-resident subscribers from outside the building as well as building residents.

(4) Prior to approval of the building or Site Permit for a building subject to the carshare standard, a Notice of Special Restriction on the property shall be recorded indicating the nature of standards of this Subsection and identifying the minimum number and location of the required carshare parking spaces. The form of the notice and the location or locations of the carshare parking spaces shall be approved by the Jurisdiction.

(5) If it is demonstrated to the satisfaction of the Jurisdiction that no carshare service can make use of the dedicated carshare parking spaces, the spaces may be occupied by non-carshare vehicles; provided, however, that upon 90 days of advance written notice to the property owner from a carshare service, the property owner shall terminate any non-carsharing leases for such spaces and shall make the spaces available to the carshare service for its use of such spaces.

B. **Carpool Spaces.** If parking is provided at a development, parking spaces reserved for use by carpool/vanpool vehicles shall be designated in preferred locations (including, but are not limited to, closest to building entries). The locations of these spaces shall be approved by the Town. The minimum number of carpool spaces required is listed in Table C (Required Carpool Parking Spaces).

Table 10-20.05.040.C: Required Carpool Parking Spaces	
Office/Research & Development Uses	**Carpool Parking Spaces Required**
≤ 40 parking spaces	None
> 40 parking spaces	10% of the total number of spaces
Other Uses	**Carpool Parking Spaces Required**
All Other Uses	None

8. **Parking Spaces, Design and Layout**

A. **Access.** On-site parking areas shall be accessed per the following:

(1) On-site parking shall be designed with an appropriate means of vehicular access to a street or to an alley to cause the least interference with traffic flow.

(2) Ingress to and egress from parking spaces shall be from an on-site aisle or driveway, directly from the front, side street, public alley, or rear lane.

(3) On-site loading space(s) shall be in compliance with Title 10, Chapter 3, Article 5 (Parking and Loading).

B. **Driveways**

(1) Access to Driveways

(a) Driveway access to and from developments of two or fewer dwelling units onto public streets shall be where practical by forward motion of the vehicle; and

(b) Driveway access to and from developments of three or more dwelling units onto public streets shall be by forward motion of the vehicle.

(c) Minimum 30 feet separation between driveways for all uses except developments of two or fewer dwelling units.

(2) Number of Driveways. Table D (Number of Driveways) specifies the maximum number of driveways for a development site.

(3) Driveways shall be setback from development site lines as follows:

(a) For front access, minimum two feet from side development site lines; and/or

(b) For side street access, no less than the minimum rear parking setback per the zone; and/or

(c) Where driveway access is shared by abutting development sites, Subsections (a) and (b) above do not apply; minimum two feet from building(s), and in compliance with Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges).

(4) Driveways shall extend to and include the area between the development site line and the edge of the street pavement.

(5) The design and construction of all on-site parking access drives shall be in compliance with Title 7, Chapter 1 (Driveways).

Table 10-20.05.040.D: Number of Driveways

Lot Frontage (Corner Parcel Applies Same Requirements as Side Street)	Maximum Number of Driveways
Up to 150'	1
150' to 299'	2
Each additional 300' over 299'	1

C. **Parking Techniques.** In compliance with Subsection 7 of the zone, the following techniques may be applied individually or in combination:

(1) Tandem Parking. Parking spaces are arranged in a series up to three spaces. Tandem parking is allowed in all zones for all uses. Tandem parking spaces are allowed for residential uses only when designated for use by occupants of the same dwelling unit.

(2) Parking Court. Parking spaces in groupings of covered or uncovered spaces or individual garages not in a podium configuration shared between two development sites. The maximum width of the parking court is 56 feet measured parallel to the adjacent street/right-of-way. The parking court is accessed from the adjacent street/right-of-way and the maximum width of the entrance to the parking court is determined by Subsection 7 of the zone. See Figure 1 (Parking Court(s).

(3) Podium Parking. Parking spaces are located in an at-grade garage under the rear and/or interior side of the building or under all of the building except for the required ground floor habitable space. Occupiable space is along the edges of and/or above the garage level. The podium is not visible or exposed along the front and side street building facades.

(4) Subterranean Parking. Parking spaces are located below the adjacent finished grade of the building. The subterranean garage is allowed to be up to 5 feet above the adjacent finished grade of the building in compliance with the building form (Subsection 3 of the zone) and frontage standards (Article 7).

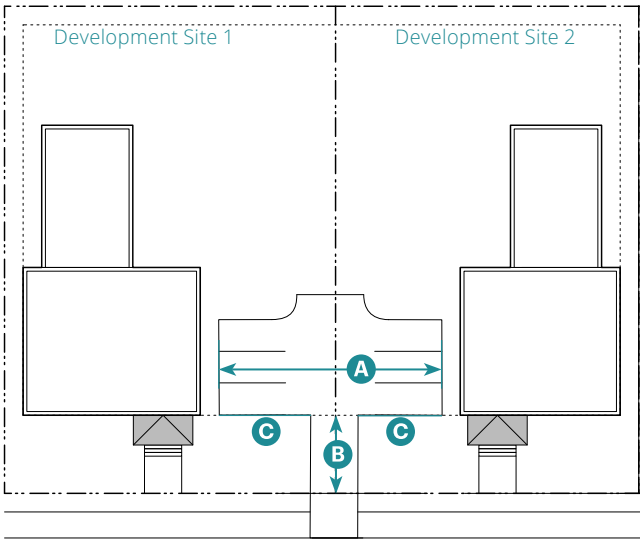
(5) Stacked Parking System. Parking spaces are arranged in a system that provides two to three spaces in the horizontal area of one space. This type of system is within a podium parking garage.

(a) Stacked parking spaces are allowed when designated for use by residents, except for parking designated for use by persons with disabilities.

(b) Mechanical lifts shall be accompanied by an on-site battery or electrical generator to provide sufficient power to clear the lift of all vehicles or shall be capable of manually clearing the lift without power.

(c) In parking systems that stack individual vehicles, each vehicle accommodated by the stacker counts as an individual parking space.

Figure 10-20.05.040.1: Parking Court(s)



- -	Development Site Line		
----	Building Setback Line		
A	Width 56' max.		
B	Parking Court Setback:	Small Parking Court (6 or fewer spaces Large Parking Court (& or more spaces)	15' min. Behind required ground floor habitable space required in Subsection 4 of the zone
C	Decorative wall and landscaping	36" max. height in compliance with Section 10-20.05.030 (Landscaping and Lighting)	

D. **Identification as to Purpose and Location.** On-site parking areas of four or more spaces shall include painted lines, wheel stops, or other methods of identifying individual parking spaces and loading areas, while distinguishing such spaces from aisle and other circulation features.

E. **Materials**

(1) All on-site parking areas and driveways shall be surfaced only with materials identified in Section 5-8.11 (Limitation of Impervious Surfaces, Flatwork Permits and Post-Construction Requirements) and Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges).

(2) Parking areas shall comply with Section 5-8.11 (Limitation of Impervious Surfaces, Flatwork Permits and Post-Construction Requirements), exclusive of required landscaping in Table E (Required Parking Lot Landscaping).

F. **Landscaping.** The landscaping standards identified in Table E (Required Parking Lot Landscaping) shall be applied with the standards of Subsection 10-20.05.020 (Screening) and Subsection 10-20.05.030 (Landscaping and Lighting).

(1) Parking and loading areas shall be screened from adjacent residential zones by a six foot wall, fence, or evergreen.

(2) Screening is not required when parking area(s) is adjacent to an alley.

(3) Landscaping areas shall integrate stormwater management features per Title 5 Chapter 8 (Urban Runoff Pollution Prevention).

(4) For portions of parking areas covered by photo-voltaic solar collectors that also function as shade structures, the minimum standard for trees does not apply.

G. **Location**

(1) Location of on-site parking is regulated by the required setbacks in Subsection 7 of the zone and the following:

(a) Parking lots with 11-20 spaces shall be separated at least by five feet from buildings to make room for a sidewalk, landscaping, and/or other planting between the building and the parking area;

(b) Parking lots with more than 20 spaces shall be separated by at least 12 feet from buildings to make room for a sidewalk, landscaping, and other planting between the building and the parking area; and

(c) The required separation may be eliminated to the rear of buildings in areas designed for unloading and loading of materials.

Table 10-20.05.040.E: Required Parking Lot Landscaping	
Number of Parking Spaces	**Percent of Gross Parking Area Required to be Landscaped**
10 or fewer	None
11 to 20	5' min. wide planter along property line
21 to 50	5%; 5' min. wide planter between every 5 spaces, property line, and building(s)
51 and over	10%; 5' min. wide planter between every 5 spaces, property line, and building(s)
General Landscaping	
Perimeter Planter	5' min. landscape buffer along property line(s) for the length of the parking area
Required Border	6" high curb or equivalent
Border and Stormwater	Curb or equivalent shall include breaks every 4" to provide drainage to retention and filtration areas.
Car Overhangs	Shall be prevented by stops
Required Quantity	1 tree per every 10 parking spaces, beginning at 11 total spaces
Tree Well Size[1]	5' min. in any direction
Tree Can Size	15 gallon min.
Tree Box Size	20% of required trees shall be 24" min.
Tree Caliper	1" min.
Tree Height at Installation	7' min. vertical clearance
Tree Location	Evenly spaced throughout parking lot to provide uniform shade

[1] Any vehicle overhang requires the minimum planter area width to be expanded by an equivalent dimension.

H. **Size of Parking Lot.** Parking lots larger than 10,000 square feet in size shall be broken down into smaller parking areas with planted landscape areas with a minimum width of 15 feet between them to minimize the perceived scale of the total field of stalls.

10-20.05.050 Slope Standards

1. **Intent.** This Section provides the standards for development in all zones on development sites with sloped topography. For the purposes of this Section, sloped topography is any slope of six percent or more.

   A. If there is a conflict between any provisions in this Section or the standards in Title 10, Chapter 3 (Zoning), the more restrictive provision shall apply.

   B. Table A (Amount of Sloped Areas Allowed to be Developed) identifies the amount of developable area for sloped portions of development sites. This, in combination with the standards in this Section and the maximum allowed building footprint shall be applied to the design of the sloped portions of development sites.

   C. Developments subject to Article 10 (Specific to Large Sites) requiring new streets shall be in compliance with maximum grade standards in Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges).

Table 10-20.05.050.A: Amount of Sloped Areas Allowed to be Developed

Portions of Development Site with Existing Slope	Development Site [1, 2]	
	Up to 3 acres	>3 acres
0–5.99%	100% max.	100% max.
6–9.99%	100% max.	70% max.
10–14.99%	100% max.	25% max.
15–19.99%	100% max.	5% max.
20–29.99%	50% max.	0% max.
> 30%	0% max.	0% max.

[1] In compliance with the setbacks of the zone, required on-site open space, this Section, and the maximum building footprint standards in Article 6 (Specific to Building Types).

[2] In compliance with required amount of civic space identified in Subsection 10-20.10.040.5.

2. **Building Height**

   A. **Maximum Building Height.** Building height is regulated by Subsection 4 of the zone. The maximum allowed height of a building shall follow the existing topography of the development site to ensure that each building is in compliance with the allowed building height.

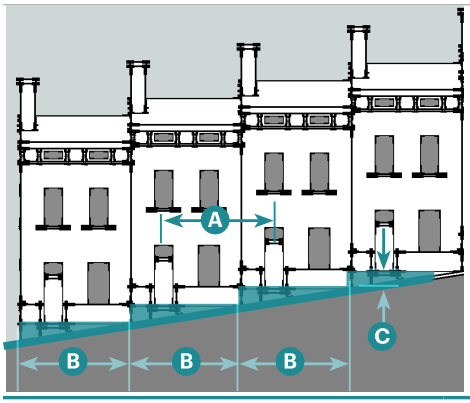
      (1) Figure 1 (Site Grading for Small-to-Medium Detached and Attached Building Forms) and Figure 2 (Site Grading for Large or Attached Building Forms) in this Section illustrate allowed and non-allowed site grading methods.

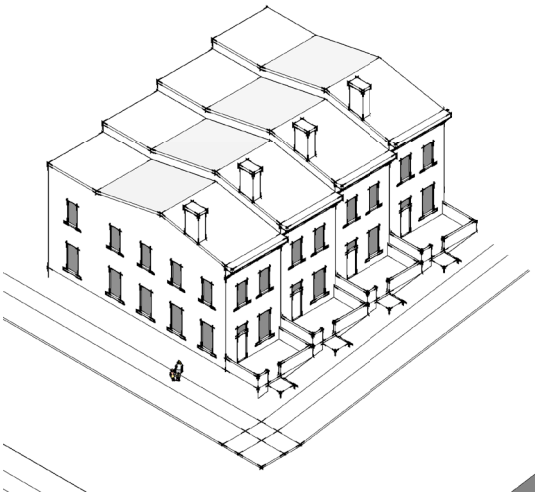
   B. **Exposed Basements.** Basements do not count toward the maximum stories allowed in the zone if exposed less than half of the basement's story height below the average adjacent finished grade.

Figure 10-20.05.050.1: Site Grading for Small-to-Medium Detached and Attached Building Forms

Allowed Site Grading. The following examples apply to the House, Duplex, Cottage Court, Fourplex, Neighborhood Townhouse, Multiplex, Pocket Neighborhood and Neighborhood Courtyard Building Types.

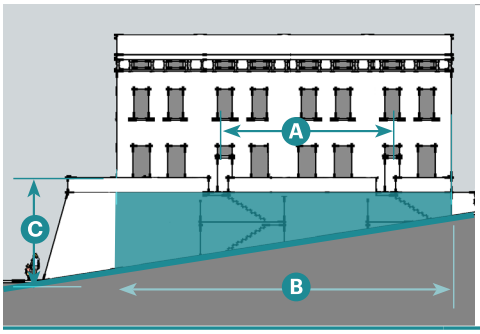
Allowed. Grading that results in each new modified building stepping and reflecting the topography of the parcel or development sites, and that connects each building with the adjacent street and public realm.

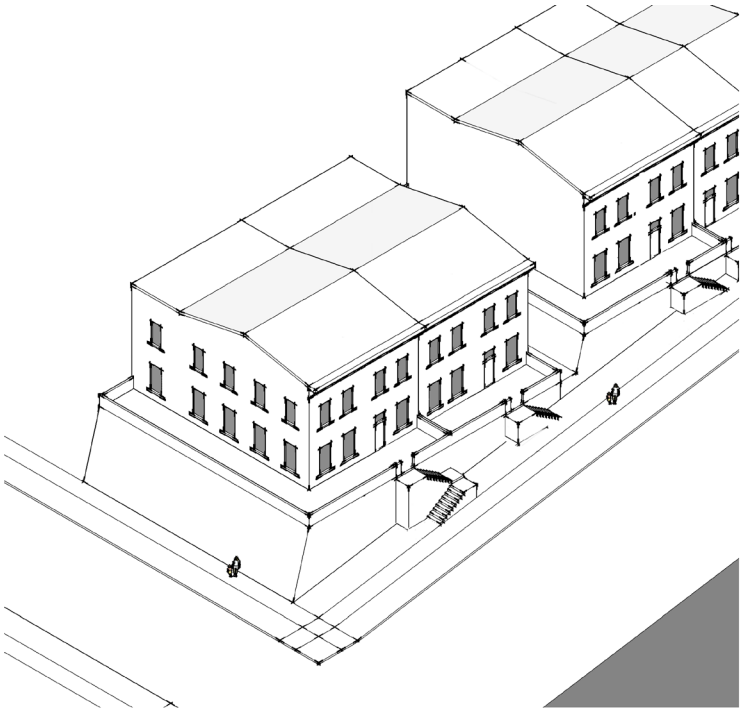




Distance between building entries on slopes greater than 6% shall not exceed 50'.	A
Building footprint width steps with slope.	B
Finished grade of terraced development site is less than 4 feet from the adjacent street/right-of-way.	C

Not Allowed. Grading that results in each new or modified building not following and reflecting the topography of the parcel or development sites, and disconnects each building from the adjacent street and public realm.



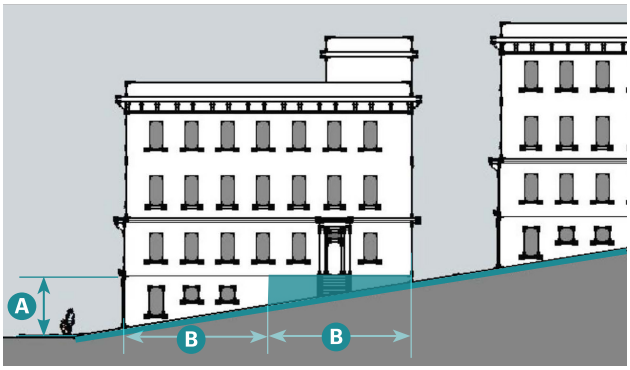


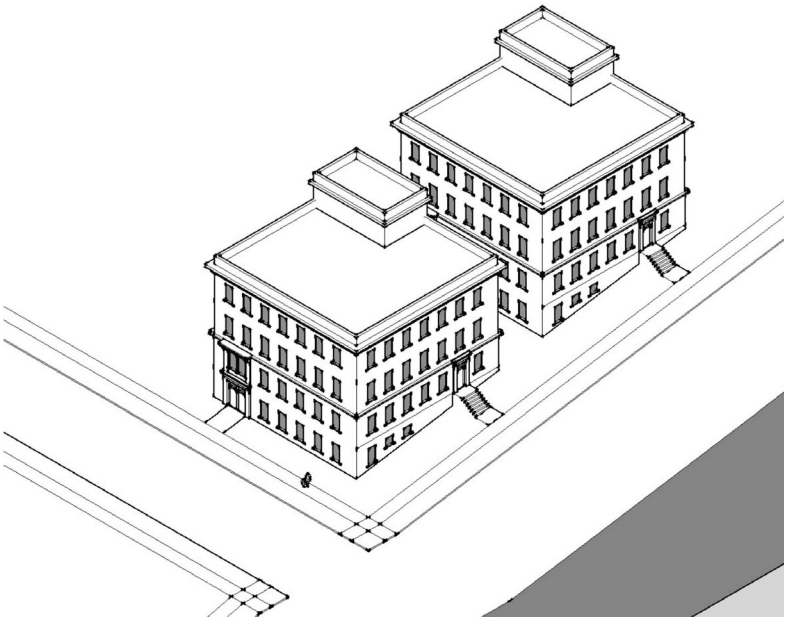
Distance between building entries on slopes greater than 6% exceeds 50'.	A
Building footprint width does not step with slope.	B
Finished grade of terraced development site is more than 4 feet from the adjacent street/right-of-way.	C

Figure 10-20.05.050.2: Site Grading for Large or Attached Building Forms

Allowed Site Grading. The following examples apply to the Multiplex and Main Street Building Types.

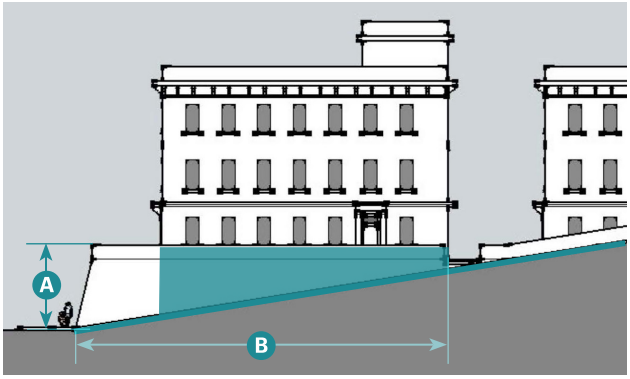
Allowed. Grading that results in each new or modified building fronting on the adjacent street(s), and that connects the building facades to the adjacent street and public realm, and avoids large blank retaining walls.

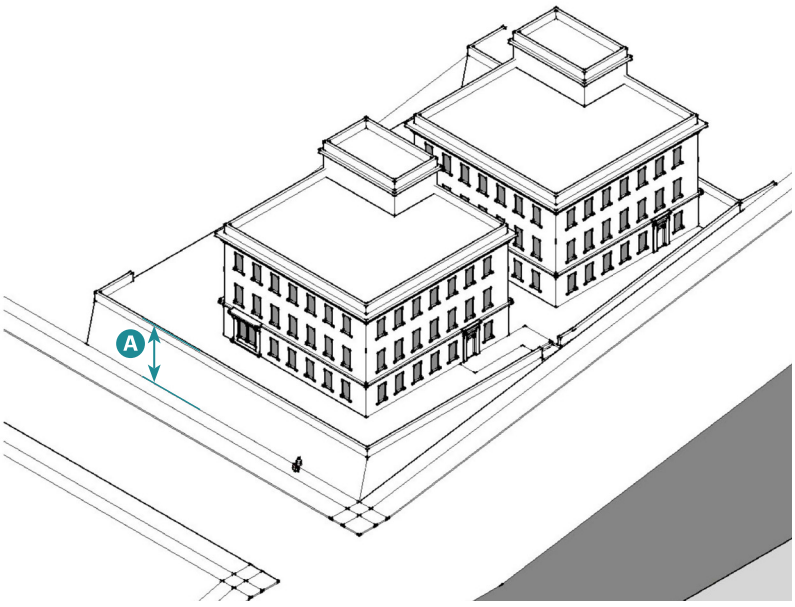




Slope is used to express the ground floor.	A
Building footprint steps with slope through a partial ground story.	B

Not Allowed. Grading that disconnects new and modified building facades from the adjacent public realm, and that results in large blank retaining walls.





Height does not create building with frontage and entries along adjacent streets; terraced development site is more than 4 feet from adjacent sidewalk/street/right-of-way.	A
Building footprint does not step with slope.	B

3. **Topography and Required Location of Primary Building.** Sloped topography can present issues with locating the primary building on a development site in compliance with Subsection 5 of the zone. Table 10-20.11.030.A (Adjustments to Standards for Development Sites Less than 6% Slope) and Table 10-20.11.030.B (Adjustments to Standards for Development Sites Over 6% Slope) identify allowed administrative variations for issues arising from sloped topography, subject to the required findings.

4. **Topography and Required Location of Parking.** Sloped topography can present issues with locating parking on a development site in compliance with Subsection 7 of the zone. Table 10-20.11.030.A (Adjustments to Standards for Development Sites Less than 6% Slope) and Table 10-20.11.030.B (Adjustments to Standards for Development Sites Over 6% Slope) identify allowed administrative variations for issues arising from sloped topography, subject to the required findings.

5. **Grading or Regrading of Development Sites.** When existing development site topography is proposed to be changed, grading shall not result in any of the following:

    A. Creation of retaining walls or blank walls taller than four feet within required front or side street facade zones;

    B. Retaining walls on side development site lines taller than three feet;

    C. Retaining walls on rear development site lines not within the building footprint, taller than 10 feet;

    D. Building(s) that do not reflect the existing topography of the development site;

    E. Terraced development sites that result in a vertical difference of more than 4 feet between the adjacent right-of-way and the finished grade of the development site;

    F. Grading beyond the building pad(s) and the required access drive(s);

    G. Cut exceeding 16 feet in height from top to toe; or

    H. Cut slope exceeding two horizontal to one vertical.

6. **Graded Slopes**

    A. Graded slopes shall be screened from view under or behind buildings with landscaping or natural topographic features.

7. **Drainage Facilities.** All proposed drainage facilities shall preserve major drainage channels in their natural state and be designed in such a manner as to minimize soil erosion and to otherwise preserve the public health, safety, and welfare, in compliance with Title 7, Chapter 12 (Watercourses).

8. **Massing.** Buildings on sloped development sites shall reflect the existing topography of the development site.

   A. Buildings with footprints 36 feet wide or less shall have a simple water table element or change in material between the basement and the ground floor.

   B. Buildings with footprints wider than 36 feet and 2.5 stories or taller shall have a minimum of one story tall defined base. The base shall be defined through the use one of the following methods:

      (1) Change in material;

      (2) A continuous horizontal band between the base and upper floors; and/or.

      (3) Use of a continuous shopfront frontage.

   C. All design shall be in compliance with the selected style for the building(s) in Article 8 (Specific to Architectural Design).

9. **Frontage.** Along front and side street facades, the primary building on each development site shall be designed in compliance with the standards for ground floor private frontage as required by Subsection 8 of the zone.

10. **Administrative Relief.** Section 10-20.11.030 (Adjustments to Standards) provides for administrative variations from the standards in this Section due to topographic constraints.

10-20.05.060 Public Frontage Standards

1. **Intent.** Public frontage types provide a coordinated approach to design standards for the area between each development site's private frontage(s) and the adjoining right-of-way or private driveway easement. Public frontage types consist of planters, walkways, curbs, planters, and planting as illustrated in Table C (Public Frontage Assemblies).

2. **Required Improvements.** The public frontage along the development site(s) shall be improved per Table A (Required Improvements) and the development scenario that applies to the project.

Table 10-20.05.060.A: Required Improvements

Required Improvements	Development Scenario	
	Infill Development Site on Existing Block	**New Block(s)**
	Development consists of one development site.	Development creates one or more new blocks.
a. **Sidewalk.** Add missing segment(s) along abutting front and/or side street.	R	R
b. **Sidewalk.** Repair uneven segments along abutting front and/or side street.	R	N/A
c. **Street trees.** Add street trees along abutting front and/or side street where there is adequate room to also maintain sufficient width for traffic lanes, pedestrian sidewalks, and bicycle facilities. See Subsection 04.030.4.A.(2).	R	R
d. **Crosswalk improvements.** Add crosswalk.	X	Including adjacent and new intersection(s).
e. **Bicycle facilities.** Add bicycle facilities required in Bicycle and Pedestrian Master Plan.	X	Including bike lanes.

Key	R = Required	X = Not Required

3. **Design Standards for Public Frontages.** Public frontages shall be designed and maintained in compliance with the following standards:

   A. For new streets or new blocks, the required elements are identified in and shall be configured according to Table C (Public Frontage Assemblies) and in compliance with Title 7, Chapter 10 (Street Improvements Conditions to Building Permits).

   B. For infill projects, the required elements shall be configured consistent with those existing on immediately adjacent parcels, along the subject parcel's front street and side street frontage. Where the configuration differs on adjacent parcels, the development site shall transition dimensions of required elements between those existing on adjacent parcels.

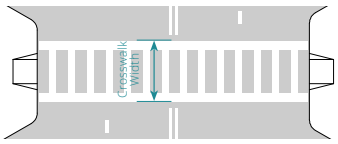
   C. Planting and landscape selection shall be in compliance with Title 9, Chapter 22 (Water Efficient Landscaping).

4. Pedestrian Crossings

   A. **Curb Ramps.** Perpendicular corner curb ramps with a separate ramp installed in each direction are required.

   B. **Crosswalks.** Crosswalks shall be designed per the Town's applicable standards and applicable State guidelines and standards.

      (1) Standard Crosswalk.



5. **Allowed Public Frontage Types**

   A. **Street.** The Street Frontage includes raised curbs drained by inlets with sidewalks separated from vehicular lanes by individual or continuous planters. Landscaping consists of street trees of a single or alternating species aligned and spaced at 35' intervals on average.

   B. **Avenue/Boulevard.** The Avenue/Boulevard Frontage includes raised curbs drained by inlets with wide sidewalks separated from the vehicular lanes by a continuous planter, and parking on both sides. Landscaping consists of single or double rows of a single or alternating tree species aligned and spaced at 35' intervals on average.

   C. **Main Street.** The Main Street Frontage includes raised curbs drained by inlets with very wide sidewalks along both sides separated from the vehicular lanes by individual tree wells with grates. Landscaping consists of a single tree species aligned and spaced at 35' intervals on average.

Table 10-20.05.060.B: Public Frontage Types Overview

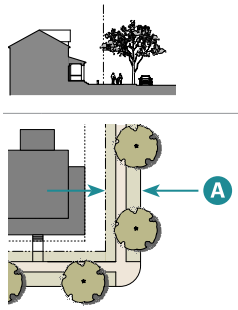
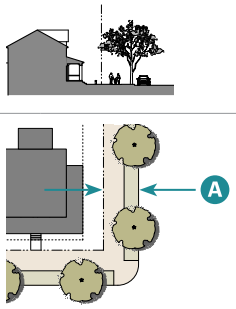
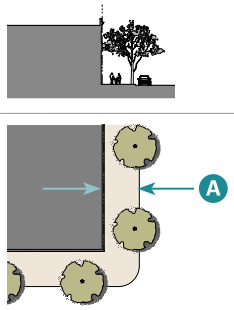
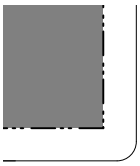
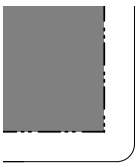
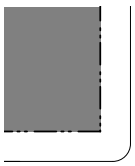
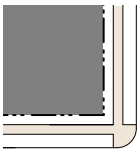
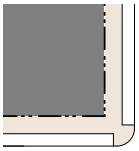
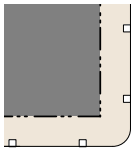
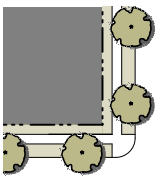
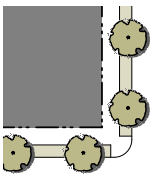
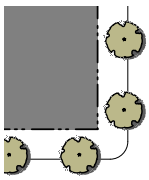
Table B (Public Frontage Types Overview) provides an overview of the allowed public frontage types in or abutting each zone.

Public Frontage Types	Specific Standards	N.S	N.M	MS.S
Street	10-20.05.060.C.1	P	P	X
Avenue/Boulevard	10-20.05.060.C.2	X	P	P
Main Street	10-20.05.060.C.3	X	X	P

Key	P = Allowed	X = Not Allowed

Table 10-20.05.060.C: Public Frontage Assemblies

Table C (Public Frontage Assemblies) identifies the required elements and dimensions of each public frontage type.

	Street 10-20.05.060.C.1	Avenue/Boulevard 10-20.05.060.C.2	Main Street 10-20.05.060.C.3
Assembly. The type and dimension of curbs, walkways, and planters.			
Total Width	A 11' min.	A 13' min.	A 16' min.
Note: See below for required elements of each assembly			
a. **Curb.** The detailing of the edge of the vehicular pavement, incorporating drainage.			
i. Type	Raised Curb	Raised Curb	Raised Curb
b. **Walkway.** The pavement dedicated exclusively to pedestrian activity.			
i. Type	Walkway	Walkway	Walkway
ii. Width	6' min.	8' min.	12' min.
Note: Placement of curb ramps shall match the desired path of pedestrian travel. See Marin County Standard Plans for curb ramp design.			
c. **Planter.** The area that accommodates street trees and other landscaping.			
Arrangement	Regular	Regular	Regular
Types	Planting Strips along curb edge and R.O.W. edge	Planting Strips along curb	Tree Wells (must be located between walkway and curb)
Width	5' min.	5' min.	4' min.

10-20.05.070 Privacy Standards

1. **Intent.** These standards are designed to provide privacy between primary living spaces of buildings on each side of a development site line in neighborhood zones (N.S or N.M). Windows and balconies along the side of a building within 20 feet of an interior side development site line in N.S or N.M zones are subject to these standards.

2. **Standards**

   A. Primary living spaces adjoining an interior side setback shall either:

      (1) Orient principal/main windows/glazed openings toward the front and rear of the building, away from interior side development site lines; or

      (2) Set the window/glazing openings:

         (a) Perpendicular to interior side development site lines; or

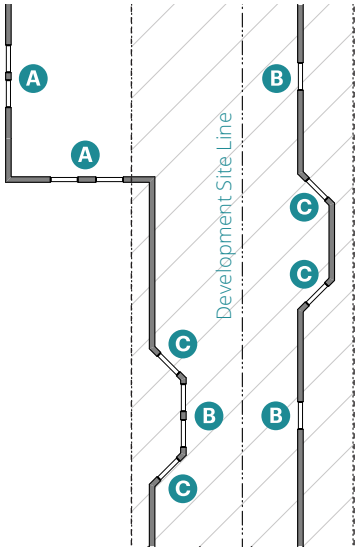
         (b) More than six feet from interior side development site lines

   B. Windows and balconies openings within 6 feet of an interior side development site line shall either:

      (1) Have a minimum sill height of 44 inches; or

      (2) Place the window at an angle of at least 30 degrees, measured perpendicular to the adjacent side development site line.

Figure 10-20.05.070.1: Sill Height Standards along Interior Development Site Line



– · –	Development Site Line
- - - -	Sideyard Setback Line
	Area Within 6' of Development Site Line
A	Principal Window
B	44" min. Sill Height
C	No Limitation on Sill Heights (Window at 30° angle)

10-20.05.080 Service and Utility Standards

1. **Mailboxes**

   A. Maximum 5 feet tall from finished grade.

   B. Minimum setback of 3 feet from property line.

   C. Mailbox(es) shall incorporate colors used on the nearest primary building(s) they serve.

2. **Trash Enclosures**

   A. Trash enclosures shall be integrated into the building or located a minimum of 50 feet from a public right of way or adjacent offsite parcel and designed to match the primary building's roof style, exterior finish materials and colors.

   B. Trash enclosures shall be designed to achieve the minimum size required to fit the number and size of trash bins and containers needed to accommodate the waste generated by the building user.

   C. Proposed bins and containers shall be indicated on the plans to demonstrate compliance with this requirement

   D. Trash enclosures shall include a gate opening and doorway in addition to any gate opening. Gate openings shall be at least 9 feet wide.

3. **Utilities Cabinets, Meters, and Backflow Preventers**

   A. Utility cabinets and meters shall be contained within the building or fully screened from view by a solid wall of equal height of the utility cabinet or meter.

   B. Backflow preventers and fire department connections (FDC) within 50 feet of a public right of way shall be screened from the public right of way by landscaping of equal height and width as the backflow preventer and/or fire department connection (FDC).

4. **Service Areas**

   A. Service areas (for loading and unloading) shall be integrated into the building or screened from public view by a six-foot high solid masonry wall. Service bay doors shall not be oriented toward the public right of way.

5. **Trash Receptacles/Cans**

   A. Mixed-use projects with a commercial component other than office shall provide at least one trash receptacle/can per public frontage. The trash receptacle/can shall be placed within 10 feet of a pedestrian walkway connection to the public right of way (i.e. sidewalk).

6. **Pedestrian Pathways**

   A. Pedestrian pathways shall be comprised of durable, all-weather, dustless paving material that is differentiated in regard to material, texture (i.e. stamped patterns, and/or colors) from the private street and public sidewalk.

7. **Truncated Domes**

   A. Truncated domes shall be imbedded (flush) with the pavement and not tacked onto the surface of the ground.

Article 6: Specific to Building Types

Sections:

10-20.06.010 Purpose
10-20.06.020 Building Types
10-20.06.030 Overview of Building Types
10-20.06.040 Ancillary Building
10-20.06.050 House
10-20.06.060 Duplex Side-by-Side
10-20.06.070 Duplex Stacked
10-20.06.080 Cottage Court
10-20.06.090 Fourplex
10-20.06.100 Neighborhood Townhouse
10-20.06.110 Neighborhood Courtyard
10-20.06.120 Pocket Neighborhood
10-20.06.130 Multiplex
10-20.06.140 Main Street Building
10-20.06.150 Massing Compositions

10-20.06.010 Purpose

This Article provides the standards for development of individual building types to achieve the intended physical character of each zone, offer housing choices and affordable housing opportunities, and incubate small businesses as amenities within walkable neighborhoods.

10-20.06.020 Building Types

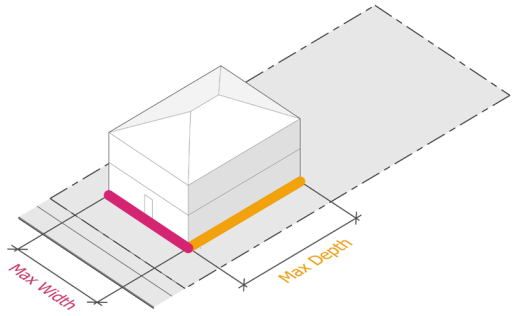
1. Building types are used to articulate size, scale, and intensity according to the intent of each zone.
2. Building types are categorized into two groups: House-Scale Buildings and Block-Scale Buildings. See Figure 1 (Example of House-Scale and Block-Scale Buildings) for examples.
    A. **House-Scale Buildings.** Buildings that are the size of a house, typically ranging in footprint from as small as 25 feet up to 80 feet overall; and
    B. **Block-Scale Buildings.** Buildings that are individually as large as most or all of a block or, when arranged together along a street, appear as long as most or all of a block.
3. The development site size standards for each building type are set in each zone to generate pedestrian-oriented buildings within the overall intended physical character of each zone. The development site size standard identifies the range of development site sizes on which the given building type is allowed to be built.
4. Certain building types have additional standards beyond the zone standards to further calibrate the type for its context.

5. Each development site shall have only one primary building type, except as follows, and in compliance with all standards:
    A. Where allowed by the zone, one Ancillary Building (Section 10-20.06.040) is allowed in addition to the primary building type;
    B. The Cottage Court (Section 10-20.06.080) may consist of up to nine individual buildings;
    C. The Pocket Neighborhood (Section 10-20.06.120) may consist of up to 10 individual buildings; and
6. In N.S-O and MS.S, detached buildings are allowed to be connected in compliance with the following:
    A. The connection is at least 30 feet behind the building façade nearest to the street;
    B. The area of connection is at least 15 feet and up to 30 feet wide;
    C. The building façade nearest to the street is in compliance with the required façade zone;
    D. Upper story connections are at least 10 feet above the finished grade of the building and at least 13 feet, 6 inches above if the area below accommodates vehicle access.
7. On-site open space. The standards identify only the required type (private or common) and amount. For example, if the type only has standards for private open space, common open space is not required for that building type. The identified amount is for the entire building unless specified otherwise.
8. Parking may be designed as tuck-under, detached garage(s), podium or subterranean, in compliance with the zone standards for parking placement.
9. Wings are allowed for certain building types to allow an increase in building square footage without increasing the maximum allowed footprint of the main body.
    A. Wings are required to be smaller in footprint, one story less and 10 feet less to highest eave/parapet than the main body to visually reduce the overall size of a building.
    B. The building type standards specify the amount that wings are required to be offset from the main body so that their facades are not aligned.
    C. Wing offset from Main Body required only on all facades.
    D. Wings may be the same number of stories and height as the main body when a density bonus is applied to the building.
10. The maximum number of units identified for each building type is dependent on the development site being large enough to accommodate the zone's standards (e.g., parking).
11. Individual designs may vary from the diagrams for each building type in compliance with the standards of this Article and Article 8 (Specific to Architectural Design).
12. New buildings and their improvements are subject to the Town's local standards for Fire Safety including the Wildland Urban Interface Code and Building Safety.

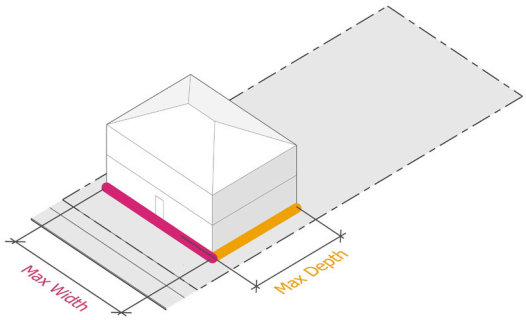
Figure 10-20.06.020.1 Example of House-Scale and Block-Scale Buildings

House-Scale Buildings

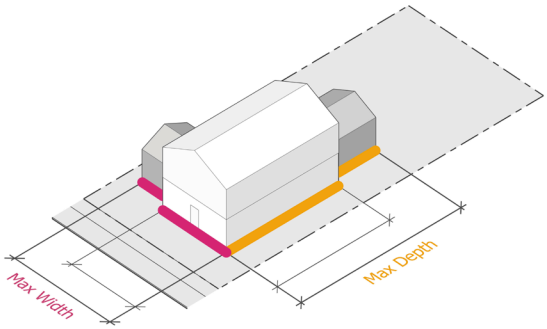
Main body only



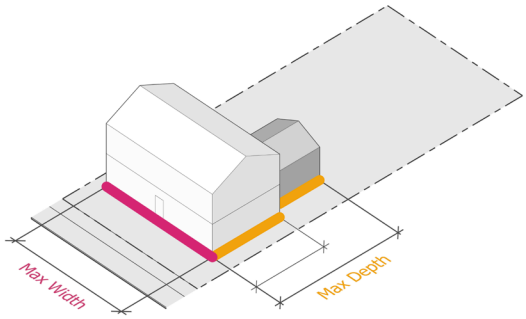
Main body only



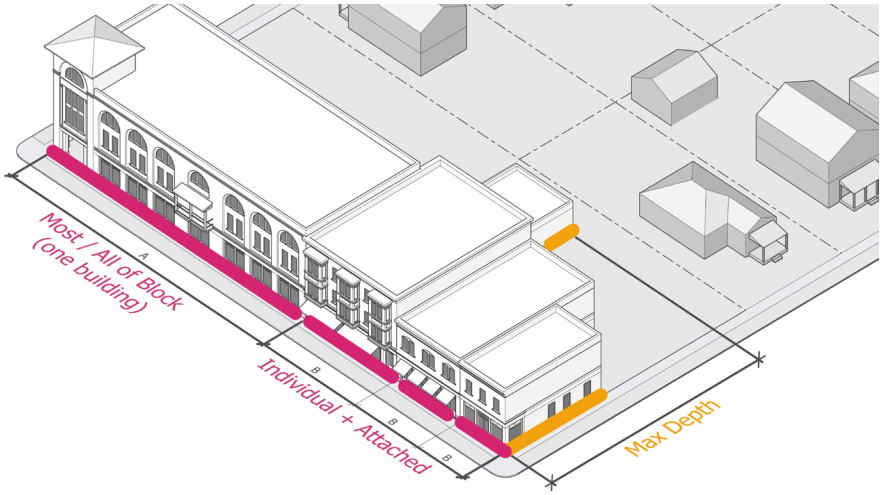
Main body with side and rear wings



Main body with rear wing



Block-Scale Buildings



10-20.06.030 Overview of Building Types

Table A (Building Types Overview) provides an overview of the allowed building types in each zone. The names of the building types are not intended to limit uses within a building type. For example, a Duplex may have non-residential uses within it as allowed by the zone.

Table 10-20.06.030.A: Building Types Overview

	Specific Standards	N.S	N.M	MS.S
House Scale				
Ancillary Building	10-20.06.040	P	P	P
House	10-20.06.050	P	X	X
Duplex Side-by-Side	10-20.06.060	P	P	X
Duplex Stacked	10-20.06.070	P	X	X
Cottage Court	10-20.06.080	P	X	X
Fourplex	10-20.06.090	P	X	X
Neighborhood Townhouse	10-20.06.100	P	P	P
Neighborhood Courtyard	10-20.06.110	P	P	P
Pocket Neighborhood	10-20.06.120	P	X	X
Multiplex	10-20.06.130	P	P	P
Block Scale				
Main Street Building	10-20.06.140	X	P	P

Key P = Allowed X = Not Allowed

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10-20.06.040 Ancillary Building



Example of Ancillary Building



Example of Ancillary Building



Example of Ancillary Building

1. Description

An accessory structure located at the rear of a development site, above or abutting a detached garage that provides a small residential unit (accessory apartment), home office space, or other small commercial or service use, as allowed by the zone. When used for residential purposes, this housing type is one form of an Accessory Dwelling Unit (ADU).

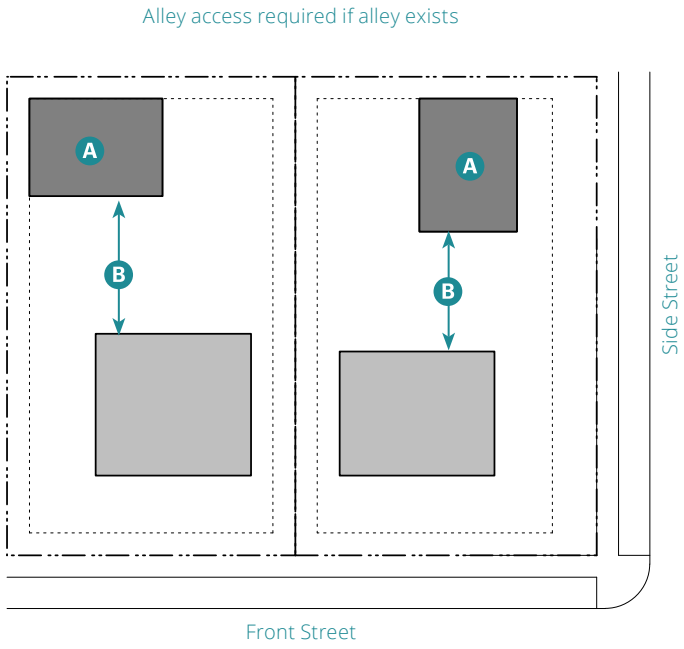
Synonym: Granny Flat, Carriage House

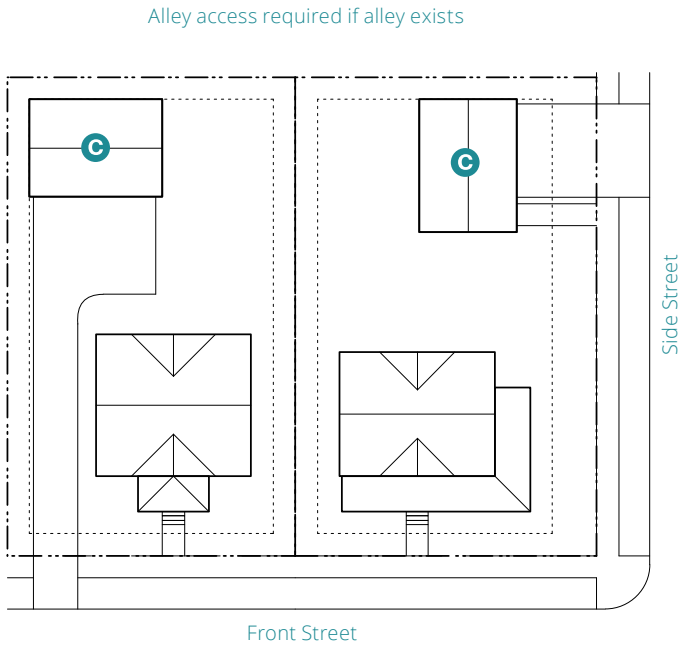
2. Number of Units

Units per Building	1 max.
Ancillary Buildings per Dev't Site	1 max.

Not allowed on the development site of a Cottage Court

General Note: Photos on this page are illustrative, not regulatory.





Key

ROW/ Dev't Site Line

Building Setback Line

Ancillary Building

Primary Building Type

3. Building Size and Massing

Height		
Stories	2.5 max.[1]	
Main Body[2]		
Area	1,000 sf max.	A
Depth	24' max.	
Separation from Primary Building[3]	10' min.	B
Massing Types		
Sloped Roof Box	Subsection 10-20.06.150.2.A	

[1] Includes garage story

[2] In compliance with the setbacks of the zone

[3] An Ancillary Building may be connected to the primary building by an uninhabitable space including, but not limited to, a breezeway.

Key

ROW/ Dev't Site Line

Building Setback Line

Frontage

4. Pedestrian Access

The main entrance shall not be through a garage.

5. Vehicle Access and Parking

Driveway and parking location shall comply with standards in Subsection 7 of the zone. C

Parking may be covered, uncovered, or in a garage.

6. Open Space

Private Open Space

Not required

10-20.06.050 House



Example of House



Example of House



Example of House

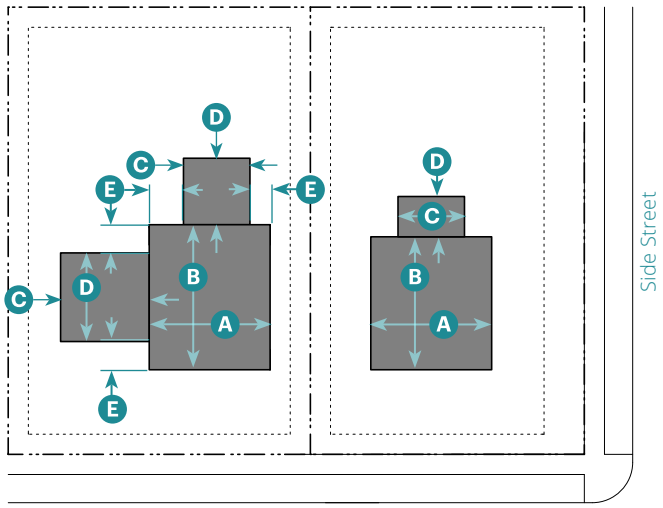
1. Description
A small-to-medium-sized, detached, House-Scale Building with one unit, small-to-medium setbacks, a rear setback, and located within a low-intensity, walkable neighborhood.

2. Number of Units	
Units per Building	1 max.
Buildings per Development Site	1 max.[1]

[1] Not including ADU

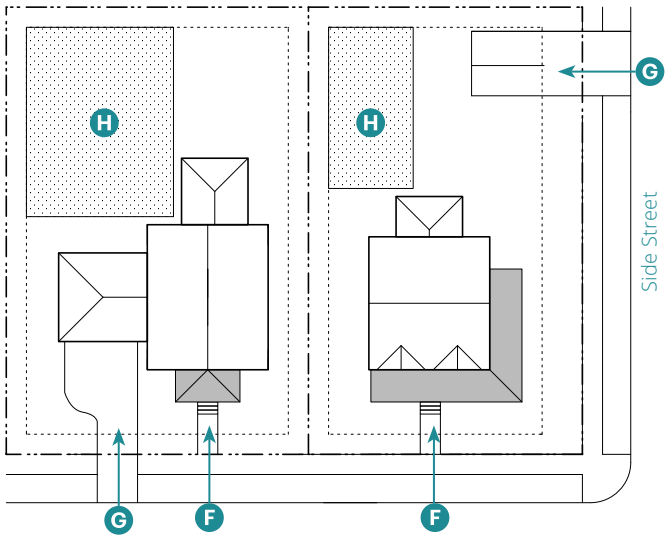
General Note: Photos on this page are illustrative, not regulatory.

Alley access required if alley exists



Front Street

Alley access required if alley exists



Front Street

Key

ROW/ Dev't Site Line

Building Setback Line

Building

3. Building Size and Massing		
Height		
Stories	2.5 max.	
Main Body[2]		
Width	36' max.	A
Depth	48' max.	B
Wing(s)[2,3]		
Width	20' max.	C
Depth	20' max.	D
Separation between Wings on Same Facade	15' min.	
Offset from Main Body	5' min.	E
Massing Types		
Sloped Roof Box	Subsection 10-20.06.150.2.A	
Sloped Roof Bar	Subsection 10-20.06.150.2.B	
Sloped Roof L	Subsection 10-20.06.150.2.C	

Facades shall be designed in compliance with Article 8 (Specific to Architectural Design).

[2] In compliance with Subsection 5 of the zone

[3] Height is limited to 1 story less than main body and 10' less to highest eave/parapet.

Key

ROW/ Dev't Site Line

Building Setback Line

Frontage

Private Open Space

4. Pedestrian Access		
Main Entrance Location	Front Street	F
5. Vehicle Access and Parking		
Driveway and parking location shall comply with standards in Subsection 7 of the zone.		G
Parking may be covered, uncovered, or in a garage.		
6. Open Space		
Private Open Space		
Area	300 sf min.	H
Required setbacks and driveways do not count toward open space.		
Required private open space shall be located behind the main body of the building.		

10-20.06.060 Duplex Side-by-Side



Example of Duplex Side-by-Side



Example of Duplex Side-by-Side



Example of Duplex Side-by-Side

1. Description

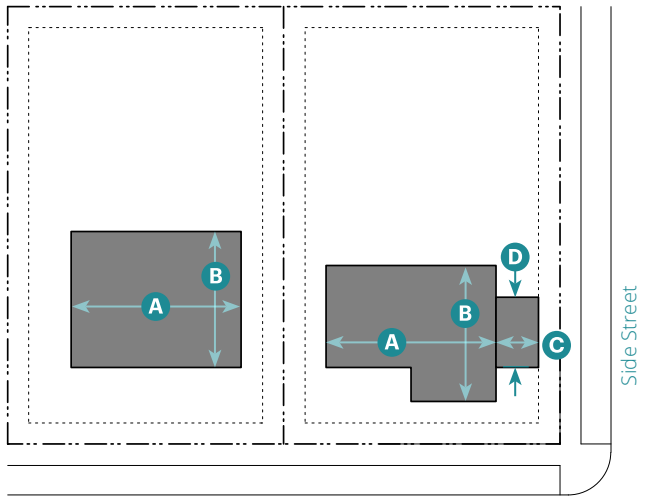
A small-to-medium-sized, detached, House-Scale Building with small-to-medium setbacks and a rear setback. The building consists of two side-by-side units, both facing the street and within a single Building massing. The type has the appearance of a medium-to-large, single-unit house and is scaled to fit within lower-intensity neighborhoods.

2. Number of Units

Units per Building	2 max.
Buildings per Development Site	1 max.

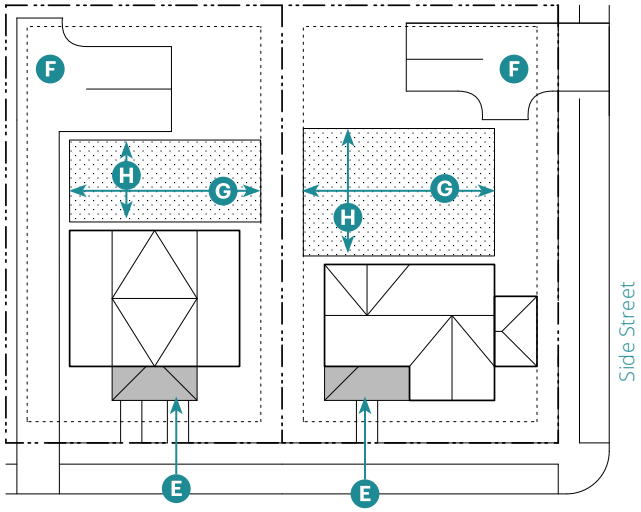
General Note: Photos on this page are illustrative, not regulatory.

Alley access required if alley exists



Front Street

Alley access required if alley exists



Front Street

Key

ROW/ Dev't Site Line

Building Setback Line

Building

3. Building Size and Massing		
Height		
Stories	2.5 max.	
Main Body[1]		
Width	48' max.	A
Depth	36' max.	B
Wing(s)[1,2]		
Width	15' max.	C
Depth	24' max.	D
Separation between Wings on Same Facade	15' min.	
Offset from Main Body	5' min.	
Massing Types		
Sloped Roof Bar	Subsection 10-20.06.150.2.B	
Sloped Roof L	Subsection 10-20.06.150.2.C	
Sloped Roof Forecourt	Subsection 10-20.06.150.2.D	

Facades shall be designed in compliance with Article 8 (Specific to Architectural Design).

[1] In compliance with Subsection 5 of the zone

[2] Height is limited to 1 story less than main body and 10' less to highest eave/parapet.

Key

ROW/ Dev't Site Line

Building Setback Line

Frontage

Private Open Space

4. Pedestrian Access		
Main Entrance Location	Front Street[3]	E

Each unit shall have an entry facing the street on or within 15' of the front facade.

[3] On corner development sites, each unit shall front a different street.

5. Vehicle Access and Parking		
Driveway and parking location shall comply with standards in Subsection 7 of the zone.		F

Parking may be covered, uncovered, or in a garage.

6. Open Space		
Common Open Space		
Width	15' min.	G
Depth	15' min.	H

Required setbacks and driveways do not count toward open space.

Required private open space shall be located behind the main body of the building.

10-20.06.070 Duplex Stacked



Example of Duplex Stacked



Example of Duplex Stacked



Example of Duplex Stacked

1. Description

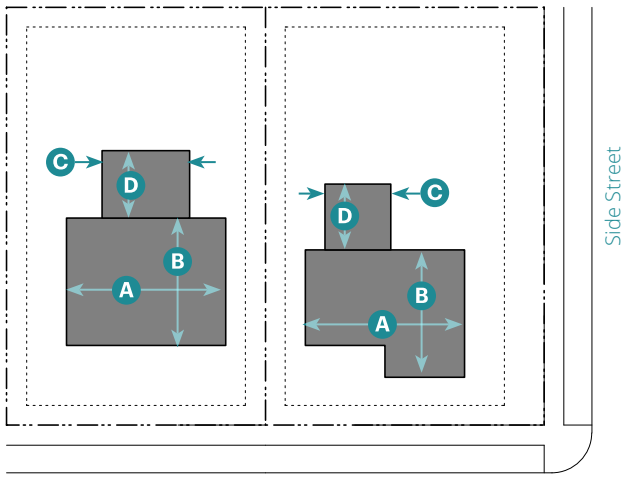
A small-to-medium-sized, detached, House-Scale Building with small-to-medium setbacks and a rear setback. The building consists of two stacked units, both facing the street and within a single building massing. The type has the appearance of a medium-to-large, single-unit house and is scaled to fit within lower-intensity neighborhoods.

2. Number of Units

Units per Building	2 max.
Buildings per Development Site	1 max.

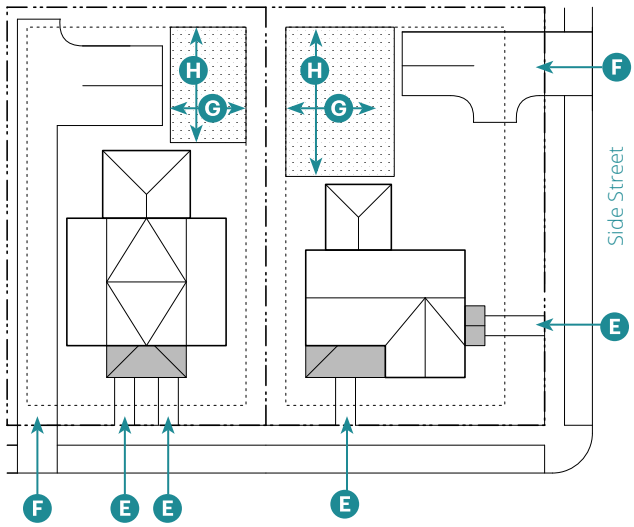
General Note: Photos on this page are illustrative, not regulatory.

Alley access required if alley exists



Front Street

Alley access required if alley exists



Front Street

Key

ROW/ Dev't Site Line

Building Setback Line

Building

3. Building Size and Massing		
Height		
Stories	2.5 max.	
Main Body[1]		
Width	36' max.	A
Depth	48' max.	B
Wing(s)[1,2]		
Width	15' max.	C
Depth	24' max.	D
Separation between Wings on Same Facade	15' min.	
Offset from Main Body	5' min.	
Massing Types		
Sloped Roof Box	Subsection 10-20.06.150.2.A	
Sloped Roof Bar	Subsection 10-20.06.150.2.B	
Sloped Roof L	Subsection 10-20.06.150.2.C	

Facades shall be designed in compliance with Article 8 (Specific to Architectural Design).

[1] In compliance with Subsection 5 of the zone

[2] Height is limited to 1 story less than main body and 10' less to highest eave/parapet.

Key

ROW/ Dev't Site Line

Building Setback Line

Frontage

Private Open Space

4. Pedestrian Access		
Main Entrance Location	Front Street[3]	E

Each unit shall have an entry facing the street on or within 15' of the front facade.

[3] On corner development sites, each unit shall front a different street.

5. Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Subsection 7 of the zone.	F

Parking may be covered, uncovered, or in a garage.

6. Open Space		
Private Open Space		
Width	15' min.	G
Depth	15' min.	H

Required setbacks and driveways do not count toward open space.

Required private open space shall be located behind the main body of the building.

10-20.06.080 Cottage Court



Example of Cottage Court



Example of Cottage Court



Example of Cottage Court

1. Description

A group of up to nine small, detached, House-Scale Buildings arranged to define a shared court open to and visible from the street. The shared court is common open space and takes the place of a private rear setback, thus becoming an important community-enhancing element. The type is scaled to fit within low-to-moderate-intensity neighborhoods and in non-residential contexts.

Synonym: Bungalow Court

2. Number of Units

Units per Building	1 max.
Buildings per Development Site	3 min.; 9 max.[1]

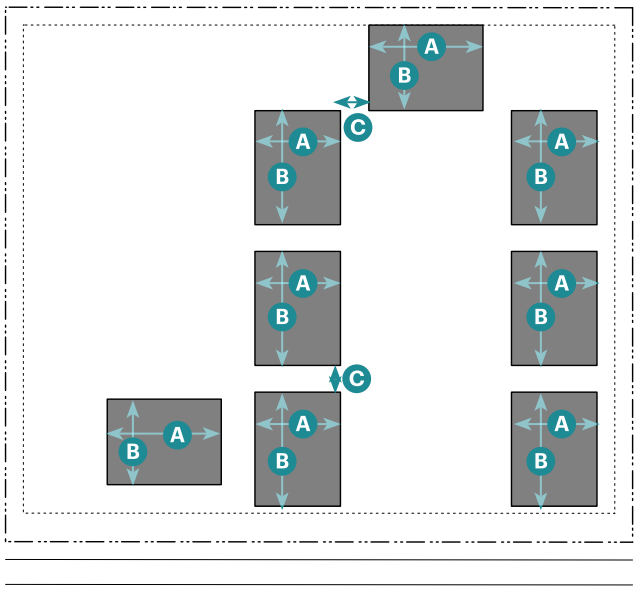
[1] In the N.S zone, the rearmost Cottage may contain up to 2 units, for a total of 10 units.

3. Building Size and Massing

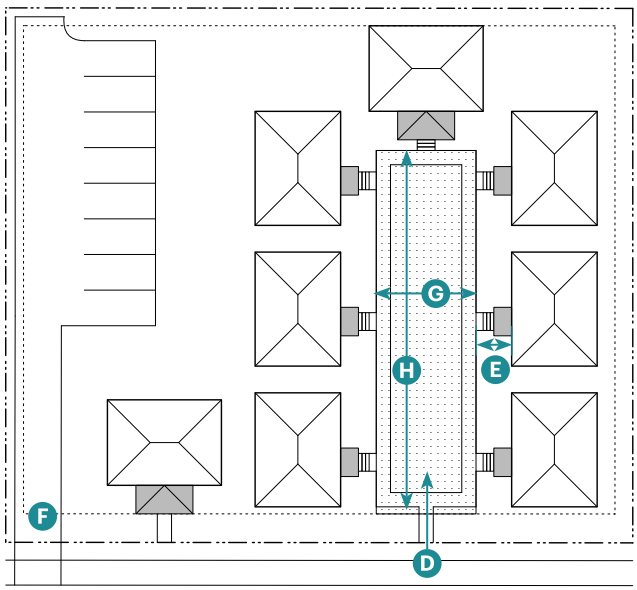
Stories	1.5 max.
To Highest Eave/parapet	18' max.

General Note: Photos on this page are illustrative, not regulatory.

Alley access required if alley exists



Alley access required if alley exists



Key

ROW/ Dev't Site Line

Building Setback Line

Building

Key

ROW/ Dev't Site Line

Building Setback Line

Frontage

Common Open Space

3. Building Size and Massing (Continued)		
Main Body (per Cottage) [2]		
Width	32' max.	A
Depth	32' max.	B
Separation between Cottages	7' min.	C
Wing(s)		
Not Allowed		
Massing Types (per Cottage)		
Sloped Roof Box	Subsection 10-20.06.150.2.A	
Sloped Roof Bar	Subsection 10-20.06.150.2.B	
Sloped Roof L	Subsection 10-20.06.150.2.C	

4. Pedestrian Access		
Shared court shall be accessible from front street.		D
Pedestrian Path Setbacks		
From Building Entrance	6' min.	E
Pedestrian connections shall connect all buildings to the public ROW, shared court, and parking areas.		
Main entrance to units required from shared court.		
Facades shall be designed in compliance with Article 8 (Specific to Architectural Design).		
Units on a corner may enter from the side street.		

[2] In compliance with Subsection 5 of the zone

5. Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Subsection 7 of the zone.	F
Parking may be covered, uncovered, or in a garage.	
Spaces may be individually accessible by the units and/or common parking area(s) at rear or side of development site.	

6. Open Space		
Common Open Space		
Width	20' min. clear	G
Depth	75' min. (3-4 units) 90' min. (5-9 units)	H
Required setbacks and driveways do not count as open space.		
Up to 1/3 of the shared court(s) may be used for stormwater management if designed as a rain garden or bioswale.		

7. Miscellaneous
Fencing
Fencing only allowed around or between individual buildings and shall not exceed 36" in height.
Visibility shall be maintained through the fencing.

10-20.06.090 Fourplex



Example of Fourplex



Example of Fourplex



Example of Fourplex

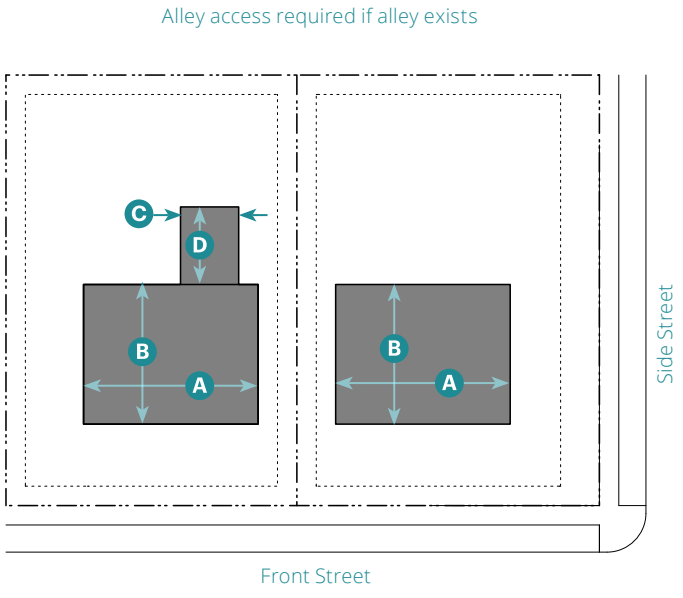
1. Description

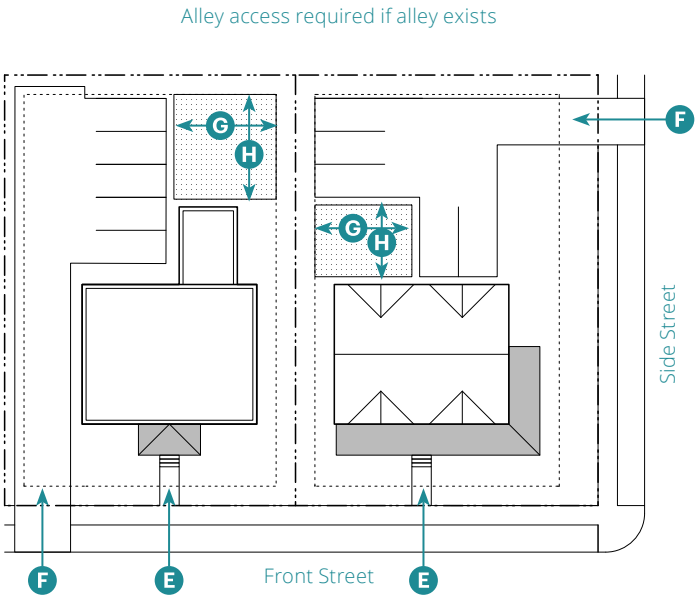
A small-to-medium-sized, detached, House-Scale Building that consists of three to four side-by-side and/or stacked units, typically with one shared entry or individual entries along the front. The type has the appearance of a medium-sized, single-unit house and is scaled to fit within low- to moderate-intensity neighborhoods.

2. Number of Units

Units per Building	3 min.; 4 max.
Buildings per Development Site	1 max.

General Note: Photos on this page are illustrative, not regulatory.





Key

ROW/ Dev't Site Line

Building Setback Line

Building

3. Building Size and Massing		
Height		
Stories	2.5 max.	
Main Body[1]		
Width	48' max.	A
Depth	48' max.	B
Wing(s)[1,2]		
Width	15' max.	C
Depth	20' max.	D
Separation between Wings on Same Facade	15' min.	
Offset from Main Body	5' min.	
Massing Types		
Sloped Roof Box	Subsection 10-20.06.150.2.A	
Sloped Roof Bar	Subsection 10-20.06.150.2.B	
Sloped Roof L	Subsection 10-20.06.150.2.C	
Sloped Roof Forecourt	Subsection 10-20.06.150.2.D	
Flat Roof Box	Subsection 10-20.06.150.2.H	
Flat Roof L	Subsection 10-20.06.150.2.I	

Facades shall be designed in compliance with Article 8 (Specific to Architectural Design).

Key

ROW/ Dev't Site Line

Building Setback Line

Frontage

Common Open Space

3. Building Size and Massing (Continued)		
[1] In compliance with Subsection 5 of the zone		
[2] Height is limited to 1 story less than main body and 10' less to highest eave/parapet.		
4. Pedestrian Access		
Main Entrance Location	Front Street	E
Each unit may have an individual entry.		
5. Vehicle Access and Parking		
Driveway and parking location shall comply with standards in Subsection 7 of the zone.		F
Parking may be covered, uncovered, or in a garage.		
6. Open Space		
Common Open Space[3]		
Width	15' min.	G
Depth	15' min.	H
Required setbacks and driveways do not count toward open space.		
Required common open space shall be located behind the main body of the building.		
[3] None is required if the building is within 800' of public open space		

10-20.06.100 Neighborhood Townhouse



Example of Neighborhood Townhouse



Example of Neighborhood Townhouse

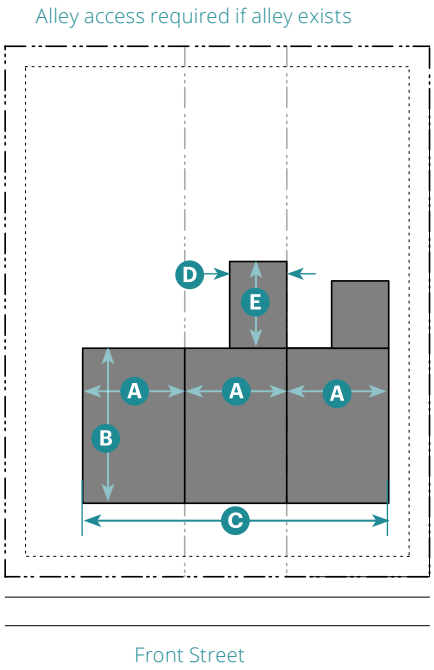


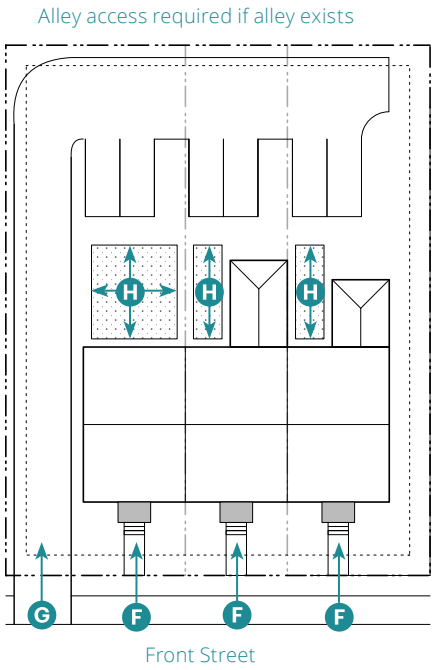
Example of Neighborhood Townhouse

1. Description
A small-sized, typically attached, House-Scale Building (up to four units side-by-side) with a rear setback. Each Neighborhood Townhouse consists of one unit. As allowed by the zone, the type may also be detached with minimal separations between buildings. The type is typically located within low-to-moderate-intensity neighborhoods.
Synonym: Rowhouse

2. Number of Units	
Units per Building	1 max. (up to 4 side-by-side)
Buildings per Dev't Site	1 max.

General Note: Photos on this page are illustrative, not regulatory.





Key

ROW/ Dev't Site Line

Building

Building Setback Line

3. Building Size and Massing		
Height	**N.S** **MS.S**	**N.M**
Stories	2.5 max.[1]	3 max.
Main Body (per Townhouse)[2]		
Width per Unit	18' min.	A
Depth per Unit	40' max.	B
Width per Building	120' max.	C
Wing(s)[2,3]		
Width	14' max.	D
Depth	25' max.	E
Separation between Wings on Same Facade	15' min.	
Offset from Main Body	5' min.	
Massing Types (per Run)		
Sloped Roof Box	Subsection 10-20.06.150.2.A	
Sloped Roof Bar	Subsection 10-20.06.150.2.B	
Sloped Roof Forecourt	Subsection 10-20.06.150.2.D	
Facades shall be designed in compliance with Article 8 (Specific to Architectural Design).		

[1] 2 stories max. in Historic Core

Key

ROW/Dev't Site Line

Building Setback Line

Frontage

Private Open Space

3. Building Size and Massing (Continued)		
[2] In compliance with Subsection 5 of the zone		
[3] Height is limited to 1 story less than main body and 10' less to highest eave/parapet.		
4. Pedestrian Access		
Main Entrance Location	Front Street	F
Each unit shall have an individual entry facing a street.		
5. Vehicle Access and Parking		
Driveway and parking location shall comply with standards in Subsection 7 of the zone.		G
Parking may be covered, uncovered, or in a garage.		
6. Open Space		
Private Open Space		
Width	8' min.	H
Depth	8' min.	H
Required setbacks and driveways do not count toward open space.		
Required private open space shall be located behind the main body of the building.		

10-20.06.110 Neighborhood Courtyard



Example of Neighborhood Courtyard



Example of Neighborhood Courtyard



Example of Neighborhood Courtyard

1. Description

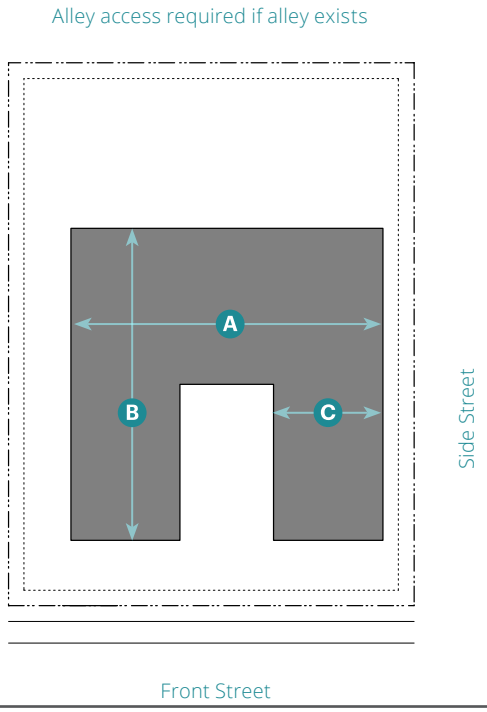
A detached, House-Scale Building that consists of up to 16 multiple attached and/or stacked units, accessed from a shared courtyard. The shared court is common open space and takes the place of a rear setback. The type is typically integrated as a small portion of lower-intensity neighborhoods or more consistently into moderate-intensity neighborhoods.

Synonym: Courtyard Apartment

2. Number of Units

	N.S	MS.S
Units per Building	12 max.	16 max.
Buildings per Dev't Site	1 max.	

General Note: Photos on this page are illustrative, not regulatory.



Key

ROW/ Dev't Site Line

Building Setback Line

Building

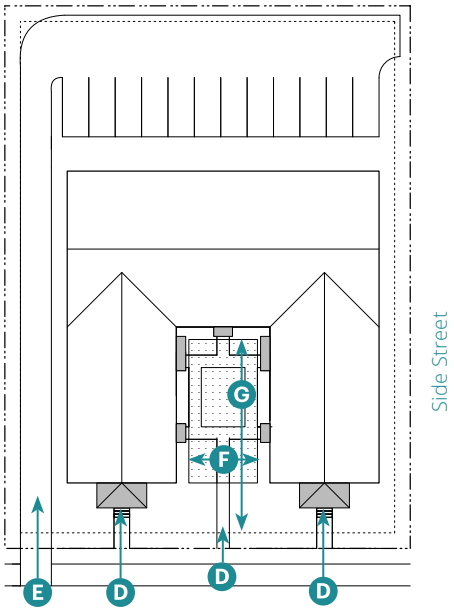
3. Building Size and Massing			
Height	**N.S** **MS.S**	**N.M**	
Stories	2.5 max.[1]	3 max.	
Main Body[2]			
Width	100' max.		A
Depth	100' max.	120' max	B
	45' max.		C
Massing Types			
Sloped L Courtyard	(L shaped) Subsection 10-20.06.150.2.E		
Sloped Front Courtyard	(U-shaped) Subsection 10-20.06.150.2.F		

Building shall be designed in an L-shape or U-shape

Facades shall be designed in compliance with Article 8 (Specific to Architectural Design).

[1] 2 stories max. in Historic Core

[2] In compliance with Subsection 5 of the zone



Key

ROW/ Dev't Site Line

Building Setback Line

Frontage

Common Open Space

4. Pedestrian Access		
Main Entrance Location[3]	Courtyard or Street	D

[3] The main entry of ground floor units shall be directly off of a courtyard or street, whichever is closer.

5. Vehicle Access and Parking	
Driveway and parking location shall comply with standards in Subsection 7 of the zone.	E
Parking may be covered, uncovered, or in a garage.	

6. Open Space			
Common Open Space	**L-shaped**	**U-shaped**	
Width	20' min.	25' min.	F
Depth	30' min.	60' min.	G

Courtyard(s) shall be accessible from the front street.

Multiple courtyards are required to be connected via a Passage through or between buildings.

Up to 1/3 of the shared court(s) may be used for stormwater management if designed as a rain garden or bioswale.

Front of courtyard not defined by building shall be defined by 2'-6" to 5' tall wall with entry gate/door.

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10-20.06.120 Pocket Neighborhood



Example of Pocket Neighborhood



Example of Pocket Neighborhood



Example of Pocket Neighborhood

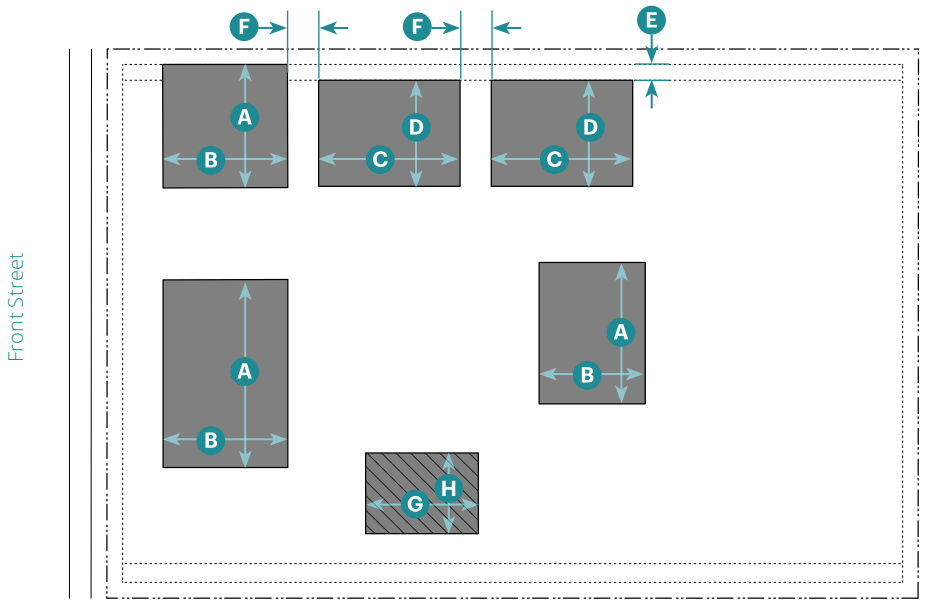
1. Description

A group of 5 to 10 detached, House-Scale Buildings each containing one to four units, arranged to define a shared open space. The shared open space is common open space and takes the place of a private rear setback, trees become an important community-enhancing element. The type is scaled to fit within low-to-moderate intensity neighborhoods.

2. Number of Units

Units per Building	4 max.
Buildings per Development Site	5 min.; 10 max.

General Note: Photos on this page are illustrative, not regulatory.



Key

ROW/ Dev't Site Line

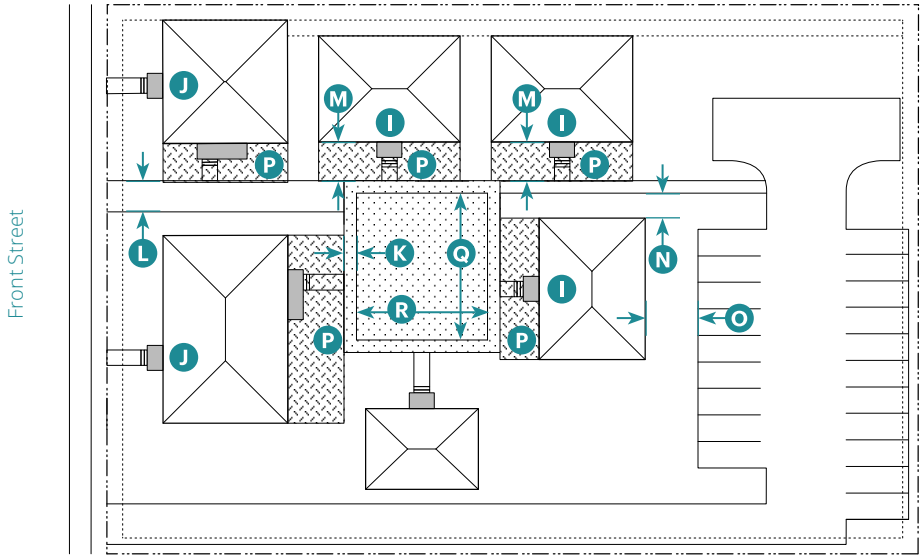
Building Setback Line

Building

Community Building

3. Building Size and Massing		
Main Body (per Building)[1]		
Stories	2.5 max.	
Buildings along Front and Side Street		
Width	60' max.	A
Depth	40' max.	B
Buildings along Side and Rear		
Width	36' max.	C
Depth	48' max.	D
Side Setback in Addition to Zone Setback	5' min.	E
Building Separation[2]		F
Between 1-story Buildings	10' min.	
Between Buildings > 1-story	15' min.	
Community Building[1,3]		
Stories	2.5 max.	
Width	40' max.	G
Depth	30' max.	H
Wing(s)		
Not Allowed		

3. Building Size and Massing (Continued)		
Massing Composition Types (per Building)		
Sloped Roof Box	1-4 Units per Building	Subsection 10-20.06.150.2.A
Sloped Roof Bar	1-4 Units per Building	Subsection 10-20.06.150.2.B
Sloped Roof L	1-4 Units per Building	Subsection 10-20.06.150.2.C
Sloped Roof Forecourt	2-4 Units per Building	Subsection 10-20.06.150.2.D
Facades shall be designed in compliance with Article 8 (Specific to Architectural Design).		
No single-unit buildings allowed along the front or side street		
[1] In compliance with Subsection 5 of the zone		
[2] Including community building		
[3] Shall front on common open space and is not allowed along front or side street		



Key

ROW/ Dev't Site Line

Building Setback Line

Frontage

4. Pedestrian Access

Main Entrance Location		
Buildings with 1 Unit[4]	At Common Open Space	I
Buildings with 2 or more Units	At Front or Side Street	J
Pedestrian Path Width		
Along Buildings and Open Space	5' min.	K
At Front or Side Street Connection	10' min.	L
Pedestrian Path Setbacks		
From Building Entrance	12' min.	M
From Side of Building	8' min.	N

[4]Max. 40' from edge of common open space

5. Vehicle Access and Parking

Offset from Buildings	5' min.	O

Driveway and parking location shall comply with standards in Subsection 7 of the zone.

Parking not allowed along private or common open space.

Parking may be covered, uncovered, or in a garage.

Turnaround access required in compliance with Fire Department standards.

Key

Private Open Space

Common Open Space

6. Open Space

Private Open Space per Building

Required for full length of building at all facades adjacent or abutting a pedestrian path or common open space P

Common Open Space[5]	**5 Bldgs.**[6]	**6-10 Bldgs.**[6]	
Width	30' min.	50' min.	Q
Depth	40' min.	100' min.	R

7. Miscellaneous

Fencing

Fencing only allowed around or between individual buildings and shall not exceed 36" in height.

Visibility shall be maintained through the fencing.

[5]Shall provide access from front or side street

[6]Not including community building

10-20.06.130 Multiplex



Example of Multiplex



Example of Multiplex



Example of Multiplex

1. Description

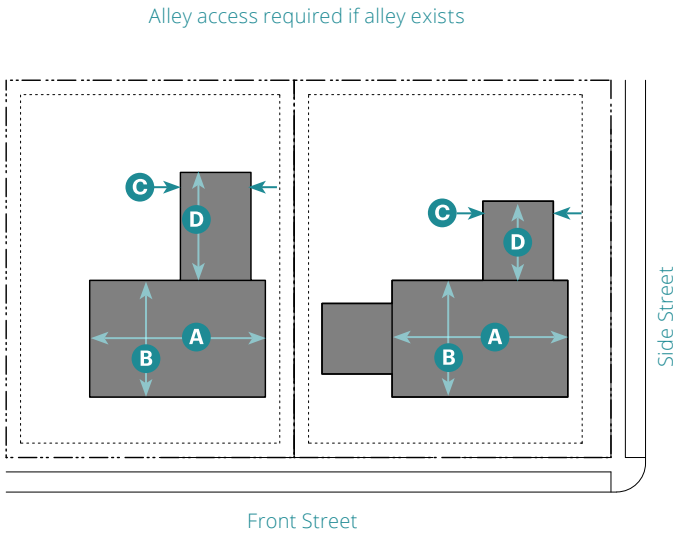
A medium-to-large-sized, detached, House-Scale Building that consists of 5 to 18 side-by-side and/or stacked units, typically with one shared entry. The type is scaled to fit within moderate-intensity neighborhoods.

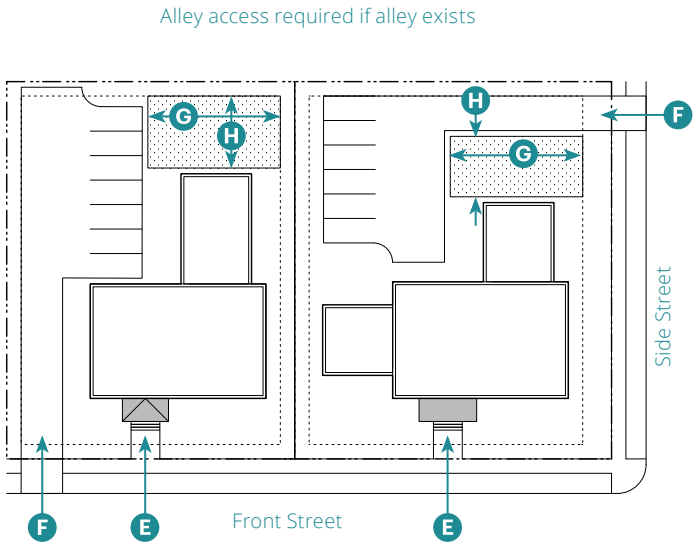
Synonym: Mansion Apartment

2. Number of Units

	N.S	MS.S
Units per Building	8 max.	12 max.
Buildings per Development Site	1 max.	

General Note: Photos on this page are illustrative, not regulatory.





Key

ROW/ Dev't Site Line

Building

Building Setback Line

3. Building Size and Massing		
Height	**N.S** **MS.S**	**N.M**
Stories	2.5 max.[1]	3 max.
Main Body[2]		
Width	60' max.	A
Depth	60' max.	B
Wing(s)[2,3]		
Width	24' max.	C
Depth	40' max.	D
Separation between Wings on Same Facade	15' min.	
Offset from Main Body	5' min.	
Massing Types		
Sloped Roof Bar	Subsection 10-20.06.150.2.B	
Sloped Roof L	Subsection 10-20.06.150.2.C	
Sloped Roof Forecourt	Subsection 10-20.06.150.2.D	
Flat Roof Box	Subsection 10-20.06.150.2.H	
Flat Roof L	Subsection 10-20.06.150.2.I	
Facades shall be designed in compliance with Article 8 (Specific to Architectural Design).		
[1] 2 stories max. in Historic Core		

Key

ROW/ Dev't Site Line

Frontage

Building Setback Line

3. Building Size and Massing (Continued)		
[2] In compliance with Subsection 5 of the zone		
[3] Height is limited to 1 story less than main body and 10' less to highest eave/parapet.		
4. Pedestrian Access		
Main Entrance Location	Front Street	E
Units located in the main body shall be accessed by a common entry along the front street.		
On corner development sites, units in a wing may enter from the side street.		
5. Vehicle Access and Parking		
Driveway and parking location shall comply with standards in Subsection 7 of the zone.		F
Parking may be covered, uncovered, or in a garage.		
6. Open Space		
Common Open Space		
Width	30' min.	G
Depth	20' min.	H

10-20.06.140 Main Street Building



Example of Main Street Building



Example of Main Street Building



Example of Main Street Building

1. Description

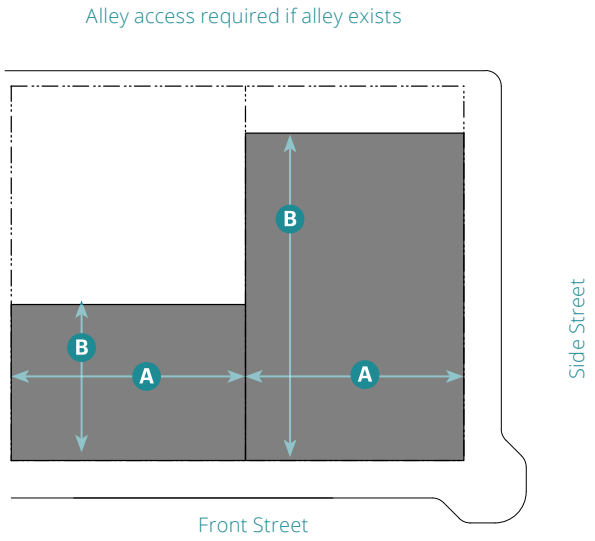
A small-to-large-sized, Block-Scale Building, typically attached, but may be detached. The type is intended to provide a vertical mix of uses with ground-floor retail, office, or service uses and upper-floor service or residential uses. The type makes up the primary component of neighborhood and downtown main streets, therefore being a key component to providing walkability.

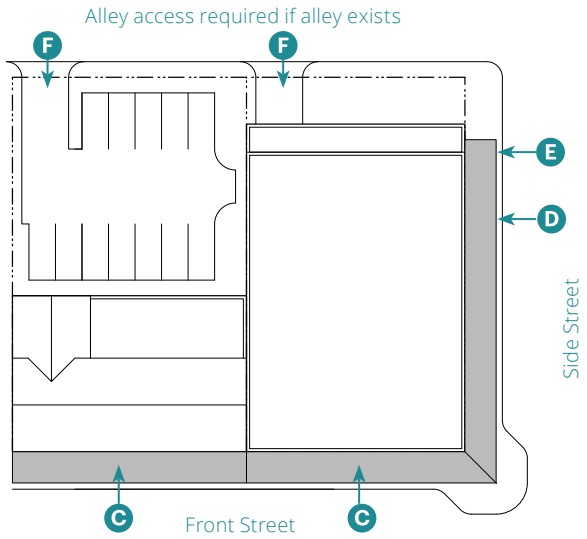
2. Number of Units

Units per Building	Unrestricted[1]
Buildings per Dev't Site	1 max.

[1] Number of units restricted by International Building Code (IBC) and Uniform Fire Code (UFC) standards.

General Note: Photos on this page are illustrative, not regulatory.





Key

ROW/ Dev't Site Line

Building Setback Line

Building

3. Building Size and Massing			
Height	**N.S**	**N.M MS.S**	
Stories	2.5 max.	3 max.[2]	
Main Body[3]			
Width	100 max.	140 max.	A
Depth	90 max.	180 max.	B
Wing(s)			
Not Allowed			
Massing Types			
Sloped Roof Bar	Subsection 10-20.06.150.2.B		
Flat Roof Box	Subsection 10-20.06.150.2.H		
Flat Roof L	Subsection 10-20.06.150.2.I		
Flat Roof T	Subsection 10-20.06.150.2.J		
Flat Roof Front Courtyard	Subsection 10-20.06.150.2.K		
Flat Roof Rear Courtyard	Subsection 10-20.06.150.2.L		
Flat Roof Closed Courtyard	Subsection 10-20.06.150.2.M		
Facades shall be designed in compliance with Article 8 (Specific to Architectural Design).			

[2] 2 stories max. in Historic Core

[3] In compliance with Subsection 5 of the zone

Key

ROW/ Dev't Site Line

Building Setback Line

Frontage

Outline of Building above

4. Pedestrian Access		
Distance between Entries to Ground Floor Shops	50' max.	
Upper floor units shall be accessed by a common entry along the front street.		C
Ground floor shops shall have individual entries along the adjacent street.		D
Ground floor units allowed along side street at least 60' from front of development site.		
On corner development sites, units in a wing or accessory structure may enter from the side street.		E
5. Vehicle Access and Parking		
Driveway and parking location shall comply with standards in Subsection 7 of the zone.		F
Parking may be covered, uncovered, or in a garage.		
6. Open Space		
Common or private open space is not required.		

10-20.06.150 Massing Compositions

1. **Bay Composition**. Each façade shall be arranged according to a pattern of bays. See Subsection 10-20.12.030.4 (Measuring Bays) for details on the application of bays to façades.

   A. Each bay shall be at least 5′ wide and no wider than 15'.

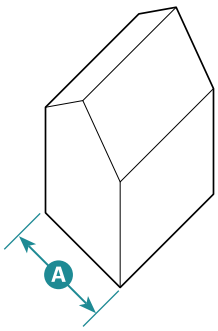
   B. Each façade shall contain at least 2 bays and no more than 9 bays.

   C. All bays within the same main body or wing shall be the same height.

2. Main Body Massing Types

For each building type, select from the allowed massing types and apply the standards to the main body width facades along a street or civic space in compliance with the following standards. Façades of intersecting volumes shall be offset by a minimum of 3 feet.

A. Sloped Roof Box

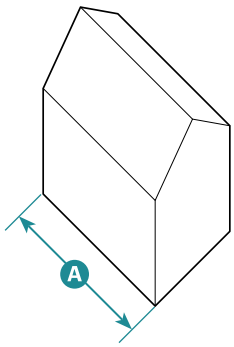


This massing type is a simple rectilinear form that is deeper than it is long. The roof is sloped and may be either hipped, gabled, or shed.

Main Body

Main Body Width	Max. allowed by Subsection 3 of the building type (A)

B. Sloped Roof Bar



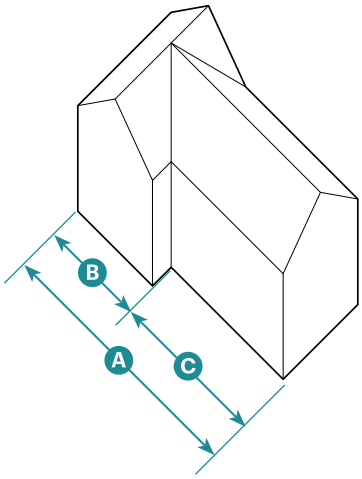
This massing type is a simple rectilinear form that is longer than it is deep. The roof is sloped and may be either hipped, gabled, or shed.

Main Body

Main Body Width	Max. allowed by Subsection 3 of the building type (A)

2. Main Body Massing Types (Continued)

C. Sloped Roof L

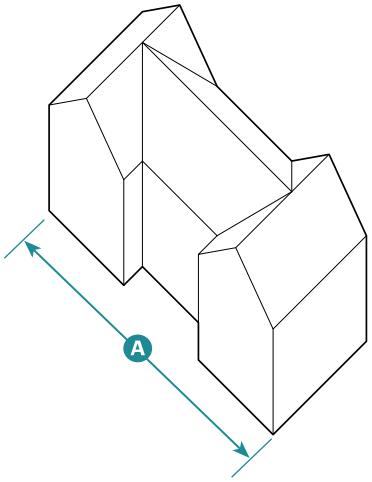


This massing type divides the façade into two parts, with one part projecting and one part set back to create a shallow forecourt. The roof is sloped and may be either hipped, gabled, or shed on each volume.

Main Body

Main Body Width	Max. allowed by Subsection 3 of this building type	A
Projecting Volume	1 bay min.; 5 bays max.	B
Recessed Façade	1 bay min; 7 bays max.	C

D. Sloped Roof Forecourt



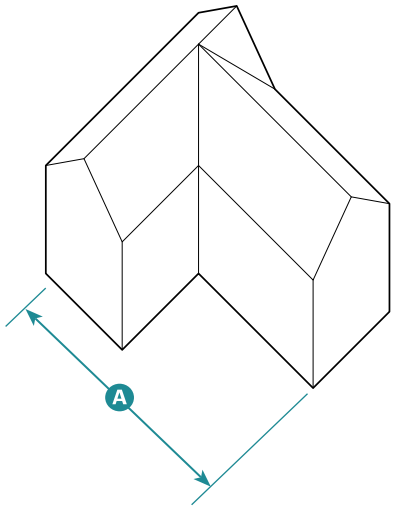
This massing type divides the façade into three parts, with the middle part set back slightly to create a shallow open space. The roof is sloped and may be either hipped, gabled, or shed.

Main Body

Main Body Width	Max. allowed by Subsection 3 of this building type	A
Projecting Volume	1 bay min.; 5 bays max.	
Recessed Façade	1 bay min; 9 bays max.	

2. Main Body Massing Types (Continued)

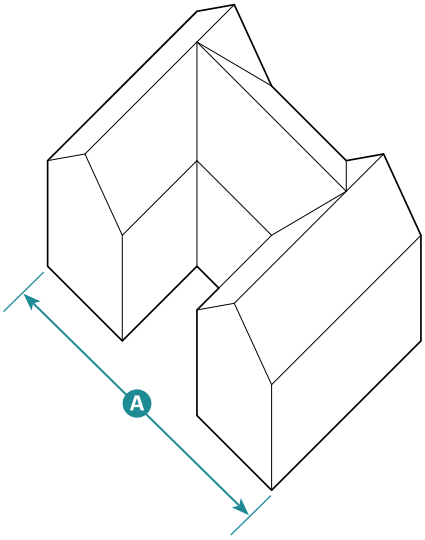
E. Sloped L Courtyard



This massing type divides the façade into two parts, with one part set back substantially to create a deep open space. The roof is sloped and may be either hipped, gabled, or shed.

Main Body	
Main Body Width	Max. allowed by Subsection 3 of this building type (A)
Projecting Volume	1 bay min.; 5 bays max.
Recessed Façade	1 bay min; 9 bays max.

F. Sloped Front Courtyard

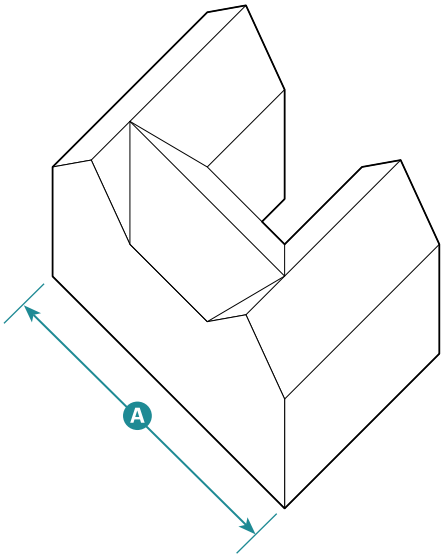


This massing type divides the façade into three parts, with the middle part set back substantially to create a deep open space. The roof is sloped and may be either hipped, gabled, or shed.

Main Body	
Main Body Width	Max. allowed by Subsection 3 of this building type (A)
Projecting Wing	1 bay min.; 5 bays max.
Center Façade	1 bay min; 7 bays max.

2. Main Body Massing Types (Continued)

G. Sloped Rear Courtyard

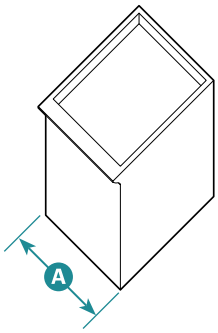


This massing type divides the rear façade into three parts, with the middle part set back substantially to create a deep courtyard not visible from the street. The roof is sloped and may be either hipped, gabled, or shed.

Main Body

Main Body Width	Max. allowed by Subsection 3 of this building type	A

H. Flat Roof Box

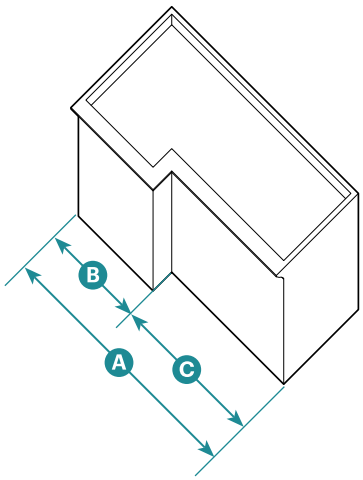


This massing type is a simple rectilinear form with a flat roof.

Main Body

Main Body Width	Max. allowed by Subsection 3 of this building type	A

I. Flat Roof L



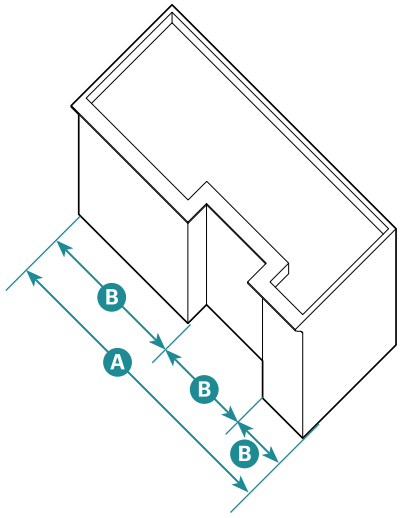
This massing type divides the façade into two parts, with one part projecting and one part set back to create a shallow forecourt. The roof is flat.

Main Body

Main Body Width	Max. allowed by Subsection 3 of this building type	A
Projecting Volume	2 bays min.; 5 bays max.	B
Recessed Façade	1 bay min; 7 bays max.	C

2. Main Body Massing Types (Continued)

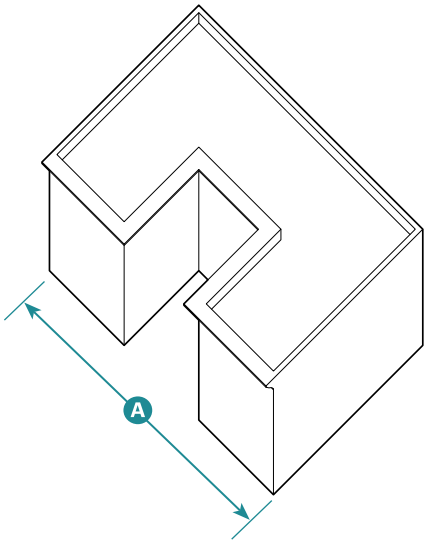
J. Flat Roof T



This massing type divides the façade into three parts, with the middle part projecting. The roof is flat.

Main Body		
Main Body Width	Max. allowed by Subsection 3 of this building type	A
Projecting Volume	2 bays min.; 5 bays max.	B
Recessed Façade	1 bay min; 7 bays max.	C

K. Flat Roof Front Courtyard

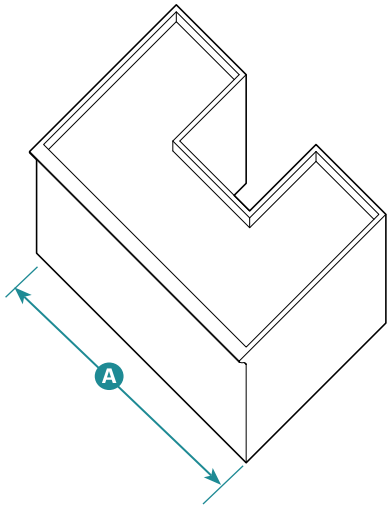


This massing type divides the façade into three parts, with the middle part set back substantially to create a deep open space. The roof is flat.

Main Body		
Main Body Width	Max. allowed by Subsection 3 of this building type	A
Projecting Volume	1 bay min.; 5 bays max.	
Recessed Façade	1 bay min; 9 bays max.	

2. Main Body Massing Types (Continued)

L. Flat Roof Rear Courtyard

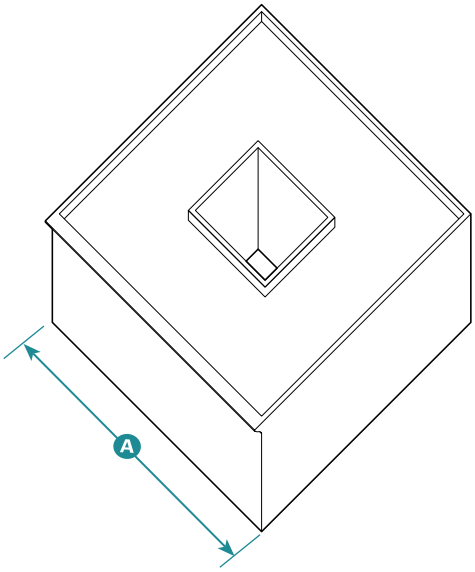


This massing type divides the rear façade into three parts, with the middle part set back substantially to create a deep courtyard not visible from the street. The roof is flat.

Main Body

Main Body Width	Max. allowed by Subsection 3 of this building type (A)

M. Flat Roof Closed Courtyard



This massing type fronts a courtyard with building façades in all 4 sides. Courtyard not visible from the street. The roof is flat.

Main Body

Main Body Width	Max. allowed by Subsection 3 of this building type (A)

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Article 7: Specific to Private Frontage Types

Sections:

10-20.07.010 Purpose
10-20.07.020 Private Frontage Types
10-20.07.030 Overview of Private Frontage Types
10-20.07.040 Porch Projecting
10-20.07.050 Porch Engaged
10-20.07.060 Dooryard
10-20.07.070 Forecourt
10-20.07.080 Maker Shopfront
10-20.07.090 Shopfront
10-20.07.100 Terrace
10-20.07.110 Gallery

10-20.07.010 Purpose

This Article provides the standards for private frontages ("frontages"). Private frontages are the components of a building that provide the transition and interface between the public realm (street and sidewalk) and the private realm (setback or building).

10-20.07.020 Private Frontage Types

1. The names of the private frontage types indicate their particular configuration or function and are not intended to limit uses within the associated building. For example, a Porch may be used by non-residential uses including, but not limited to, a restaurant or office, as allowed by the zone.
2. Each building is required to include at least one private frontage type along the front street or adjacent civic space. Buildings with entries along a side street are required to include at least one private frontage type on those facades.
3. The ground floor, for a minimum depth as identified in Subsection 4 of the zone, is required to be habitable/occupiable space in compliance with this Article. Accessibility is provided through the allowed private frontage types for each zone.
4. Private frontage types not listed in Subsection 8 of the zone are not allowed in that zone.
5. Each building may have multiple private frontage types in compliance with the allowed types in Subsection 8 of the zone.
6. Each private frontage type shall be located in compliance with the facade zone per Subsection 5 of the zone.
7. Standards are stated for the front and side street facades of a development site.

8. In addition to the zone's standards, each private frontage is further refined through these standards to further calibrate the type for its context.
9. Certain types are only allowed in the open sub-zone (e.g., N.S-O) or on a side street in the base zone (e.g., N.S) to implement the intended physical character.

10-20.07.030 Overview of Private Frontage Types

Table A (Private Frontage Types Overview) provides a summary of the allowed private frontage types in each zone. See referenced Section(s) for standards.

Table 10-20.07.030.A: Private Frontage Types Overview

Private Frontage Type	Specific Standards	N.S	N.M	MS.S
Porch Projecting	10-20.07.040	P	P	P
Porch Engaged	10-20.07.050	P	P	P
Dooryard	10-20.07.060	P	P	O
Forecourt	10-20.07.070	X	X	P
Maker Shopfront	10-20.07.080	X	X	O
Shopfront	10-20.07.090	O	P	P
Terrace	10-20.07.100	X	P	P
Gallery	10-20.07.110	X	X	P

Key P = Allowed O = Allowed Only in Open Sub-Zone or Side Street X = Not Allowed

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10-20.07.040 Porch Projecting



Example of a Projecting Porch



Example of a Projecting Porch



Example of a Projecting Porch

1. Description

The main facade of the building is set back from the front development site line with a covered structure encroaching into the front setback. The resulting setback area may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line.

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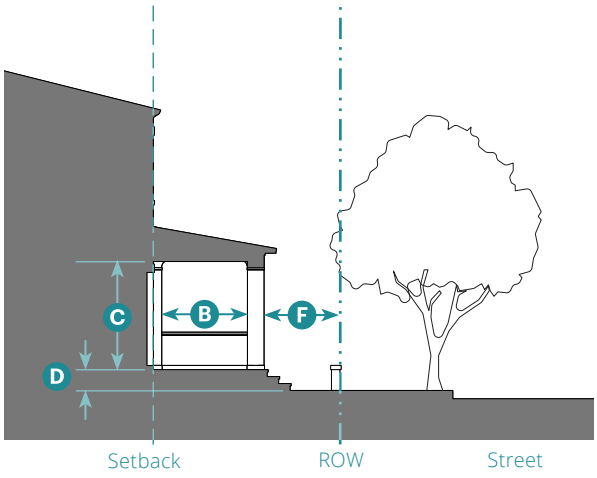

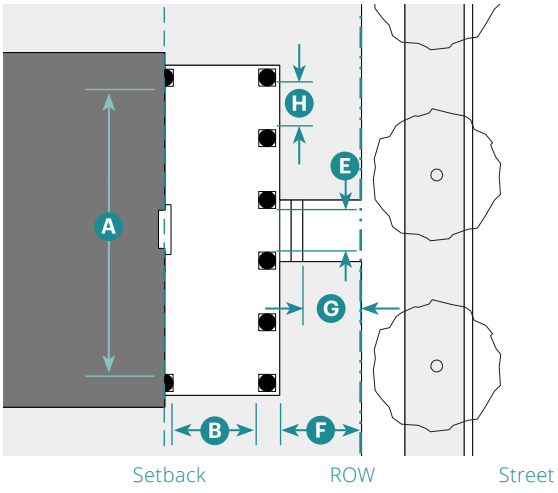

Key

ROW/ Development Site Line

Setback Line

2. Size		
Width, Clear	12' min.[1]	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Stories	2 stories max.	
Finish Level above Sidewalk	12" min.[2]	D
Pedestrian Access	3' wide min.	E
Distance between Porch and Sidewalk	5' min.	F
Distance between Stairs and Sidewalk	3' min.	G
Distance between Porch columns shall be in compliance with selected architectural style in Article 8 (Specific to Architectural Design).		H

[1] Reduce to 8' min. and maximum 1 story when applied to Cottage Court Building Type

[2] Common entries may be set at grade per local and federal accessibility standards.

3. Miscellaneous
Porch shall be open on three sides and have a roof. Clear glass may be installed between the porch columns if the minimum size of individual panes is in compliance with the standards in Article 8 (Specific to Architectural Design).
The Porch is allowed to encroach into the front and side street setbacks in compliance with Subsection 6 of the zone.
Ramps are required to be integrated along the side of the building to connect with the Projecting Porch.
The Porch shall be designed in compliance with the standards in Article 8 (Specific to Architectural Design) for the selected architectural style.

10-20.07.050 Porch Engaged



Example of an Engaged Porch



Example of a two-story Engaged Porch



Example of an Engaged Porch

1. Description

A portion of the main facade of the building is set back from the front development site line to create an area for a covered structure that projects from the facade that is set back. The Porch may project into the front setback. The resulting setback may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories and has two adjacent sides that are engaged to the building, while the other two sides are open.

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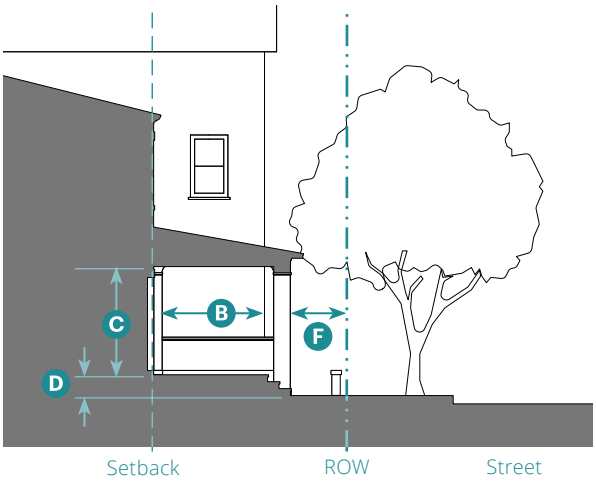
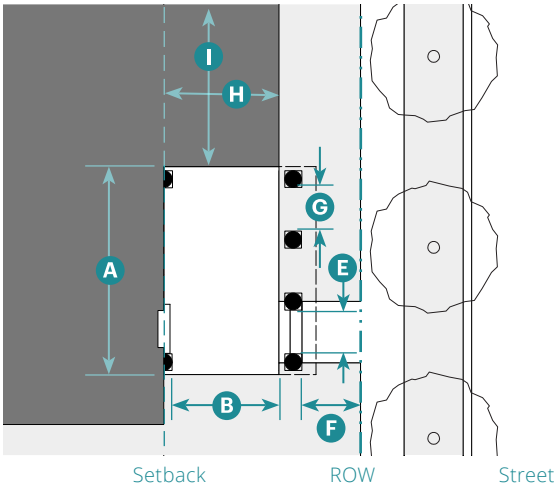




Key

ROW/ Dev't Site Line

Setback Line

2. Size		
Width, Clear	8' min.	A
Depth, Clear	8' min.	B
Height, Clear	8' min.	C
Stories	2 stories max.	
Finish Level above Sidewalk	12" min.[1]	D
Pedestrian Access	3' wide min.	E
Distance between Porch and Sidewalk	5' min.	F
Distance between Stairs and Sidewalk	3' min.	F
Distance between Porch columns shall be in compliance with selected architectural style in Article 8 (Specific to Architectural Design).		G
Encroachment area of Building Facade		
Depth	6' max.	H
Width	1/3 min. of overall building facade	I

[1] Common entries may be set at grade per local and federal accessibility standards.

3. Miscellaneous
Up to 20% of the building facade and porch(es) may project into the front setback line for the zone.
Porch shall be open on two sides and have a roof. Clear glass may be installed between the porch columns if the minimum size of individual panes is in compliance with the standards in Article 8 (Specific to Architectural Design).
The Porch is allowed to encroach into the front and side street setbacks in compliance with Subsection 6 of the zone.
Ramps are required to be integrated along the side of the building to connect with the Engaged Porch.
The Porch shall be designed in compliance with the standards in Article 8 (Specific to Architectural Design) for the selected Architectural Style.

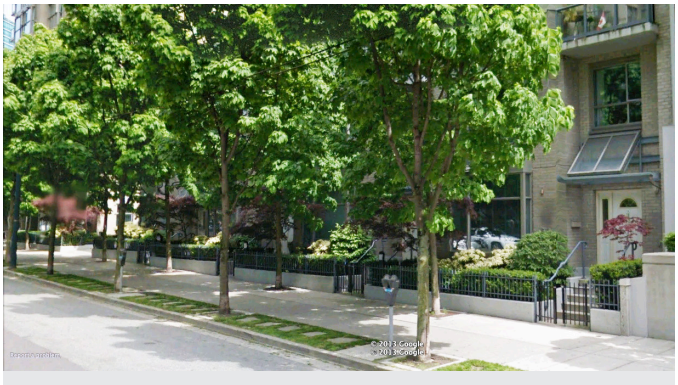
10-20.07.060 Dooryard



Example of a residential Dooryard



Example of a commercial Dooryard



Example of a residential Dooryard

1. Description

The main facade of the building is set back from the front development site line, which is defined by a low wall or hedge, creating a small private area between the sidewalk and the facade. Each Dooryard is separated from adjacent Dooryards. The Dooryard may be raised or at grade.

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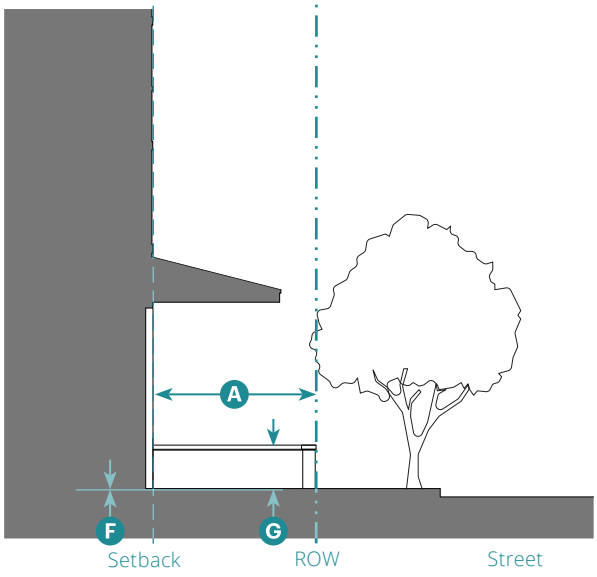
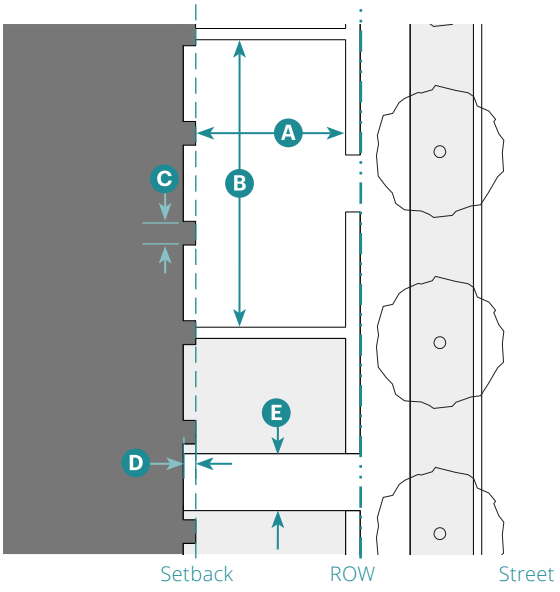




Key

ROW/ Dev't Site Line

Setback Line

2. Size		
Depth, Clear	6' min.	A
Length	15' min.	B
Distance between Glazing	4' max.	C
Depth of Recessed Entries	3' max.	D
Pedestrian Access	3' wide min.	E
Finish Level above Sidewalk	12" max.[1]	F
Height of Dooryard Fence/Wall above Finish Level	36" max.	G

[1] Common entries may be set at grade per local and federal accessibility standards.

3. Miscellaneous
For live/work, retail, service, and restaurant uses, the Shopfront Frontage Type (10-20.07.090) may be applied.
Each Dooryard shall provide access to only one ground floor entry.
The Dooryard is allowed to encroach into the front and side street setbacks in compliance with Subsection 6 of the zone.
Ramps are required to be integrated along the side of the building to connect with the Dooryard.
The Dooryard shall be designed in compliance with the standards in Article 8 (Specific to Architectural Design) for the selected architectural style.

10-20.07.070 Forecourt



Example of a Forecourt with Shopfronts



Example of a Forecourt with outdoor dining

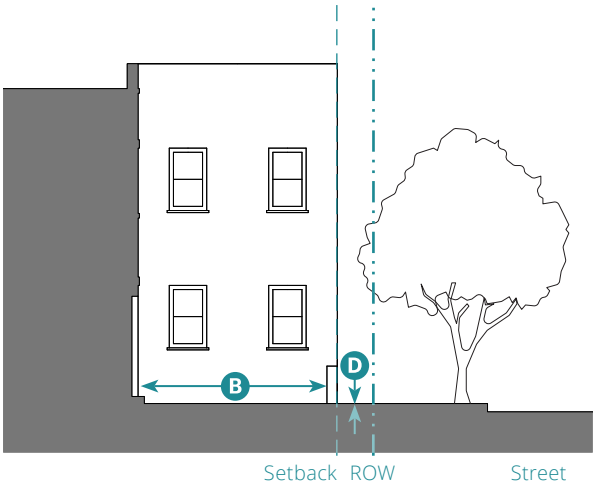


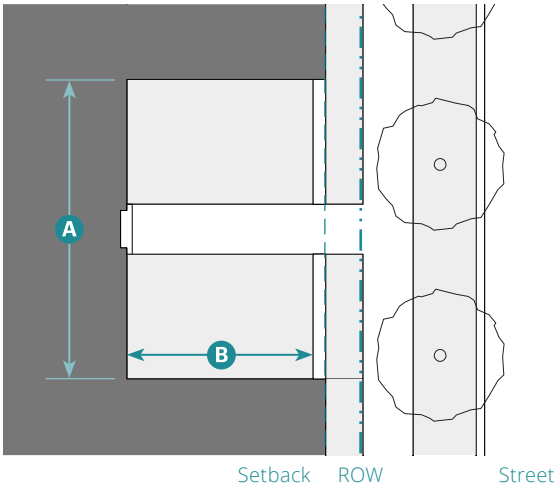
Example of Forecourt

1. Description

The main facade of the building is at or near the front development site line and a portion is set back, extending the public realm into the development site to create an entry court or shared garden space for housing, or an additional shopping or restaurant seating area within retail and service areas.

General Note: Photos on this page are illustrative, not regulatory.





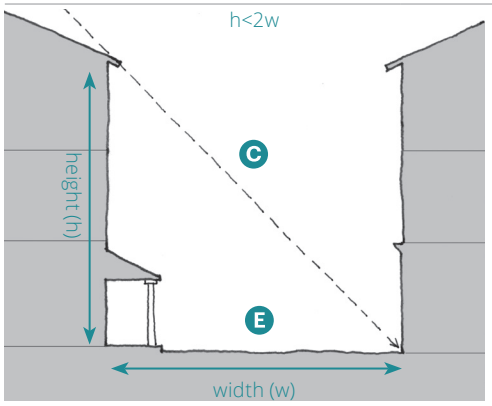
Key

ROW/ Dev't Site Line

Setback Line

2. Size		
Width, Clear	15' min.	A
Depth, Clear	15' min.	B
Ratio, Height to Width	2:1 max.	C
Finish Level above Sidewalk	12" max.	D
Gallery frontages, awnings, balconies and porches may encroach into Forecourt on all sides.	Max 1/2 width of Forecourt	E

3. Miscellaneous
Forecourts may be utilized to group several entries at a common elevation in compliance with the zones' ground floor finish level standards.
The proportions and orientation of a Forecourt shall be in compliance with the diagram below for solar orientation and user comfort.
Ramps are required to be integrated along the side of the building to connect with the Forecourt.
The Forecourt shall be designed in compliance with the standards in Article 8 (Specific to Architectural Design) for the selected architectural style.



10-20.07.080 Maker Shopfront



Example of a Maker Shopfront



Example of a Maker Shopfront



Example of a Maker Shopfront

1. Description

The main facade of the building is at or near the front development site line with an at-grade or elevated entrance from the sidewalk. The type is only allowed on side streets from the adjacent main street and is intended for industrial artisan businesses to show their activity to pedestrians, as well as for retail sales of products made on-site. The Maker Shopfront may include a decorative roll-down or sliding door, including glazing and an awning that overlaps the sidewalk.

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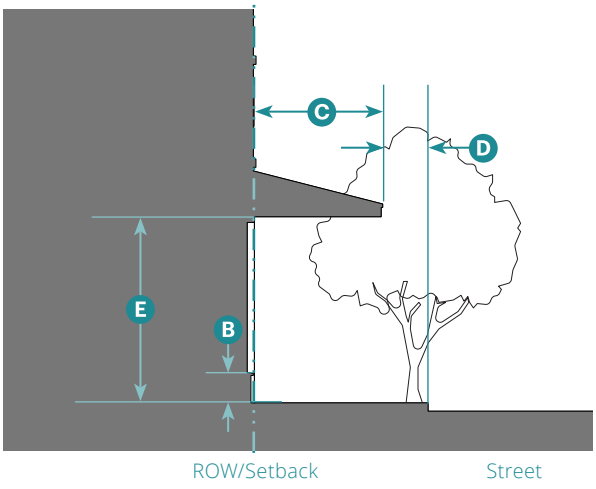

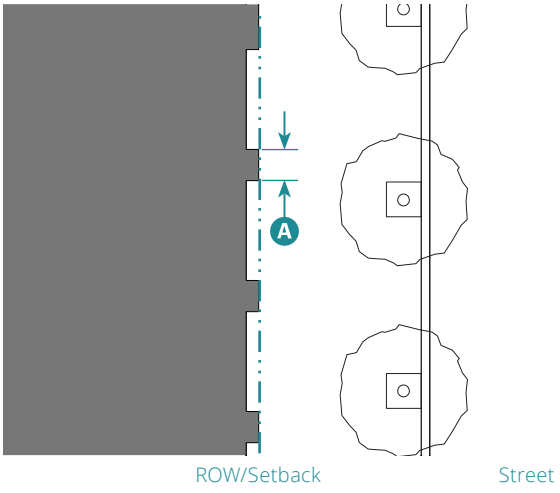

Key

ROW/ Dev't Site Line

Setback Line

2. Size		
Distance between Glazing	10' max.	A
Ground Floor Glazing between Sidewalk and Finished Ceiling Height	30% min.	
Shopfront Base (if used)	48" max.	B
Recessed entries are allowed		

3. Awning (Allowed/Not Required)		
Depth	5' min.	C
Setback from Curb	2' min.	D
Height, Clear	8' min.	E

4. Miscellaneous

Decorative accordion-style doors/windows or other operable windows that allow the space to open to the street are allowed in compliance with Article 8 (Specific to Architectural Design).

The Maker Shopfront shall be designed in compliance with the standards in Article 8 (Specific to Architectural Design) for the selected architectural style.

10-20.07.090 Shopfront



Example of Shopfronts



Example of a Shopfront



Example of a Shopfront

1. Description

The main facade of the building is at or near the front development site line with at-grade entrance from the sidewalk. The type is intended for service, retail, or restaurant use and includes substantial glazing between the Shopfront base and the ground floor ceiling. This type may include an awning that overlaps the sidewalk.

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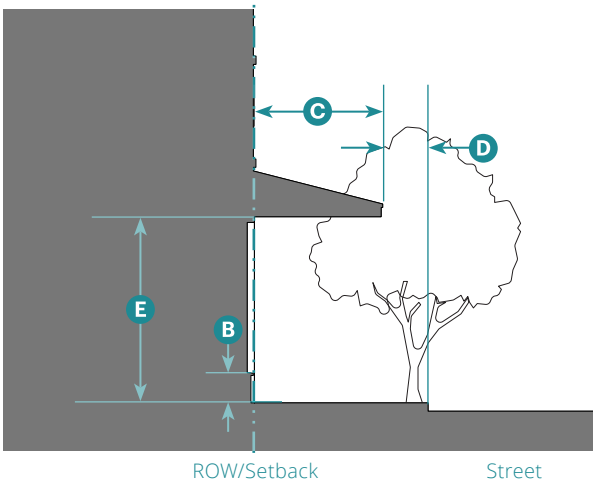
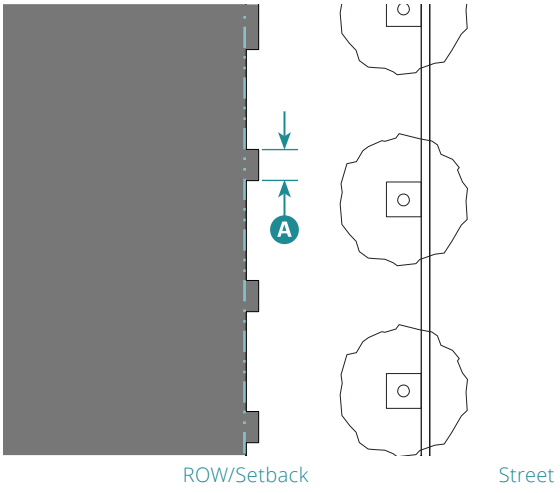




Key

ROW/ Dev't Site Line

Setback Line

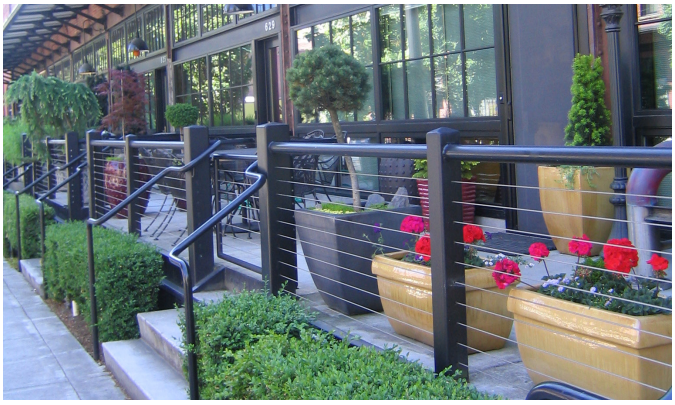
2. Size		
Distance between Glazing	2' max.	A
Ground Floor Glazing between Sidewalk and Finished Ceiling Height	75% min.	
Depth of Recessed Entries	5' max.	
Shopfront Base	6" min.; 24" max.	B
3. Awning		
Depth	5' min.	C
Setback from Curb	2' min.	D
Height, Clear	8' min.	E

4. Miscellaneous
Decorative accordion-style doors/windows or other operable windows that allow the space to open to the street are allowed in compliance with Article 8 (Specific to Architectural Design).
Ramps are required to be integrated along the side of the building to connect with the Shopfront.
The Shopfront shall be designed in compliance with the standards in Article 8 (Specific to Architectural Design) for the selected architectural style.

10-20.07.100 Terrace



Example of a Terrace with low-wall seating



Example of a Terrace



Example of a residential Terrace along a courtyard

1. Description

The main facade is at or near the front development site line with steps leading to an elevated area providing pedestrian circulation along the facade. The type is used for retail, service, office uses, or housing to provide outdoor areas along the sidewalk and/or to accommodate an existing or intended grade change.

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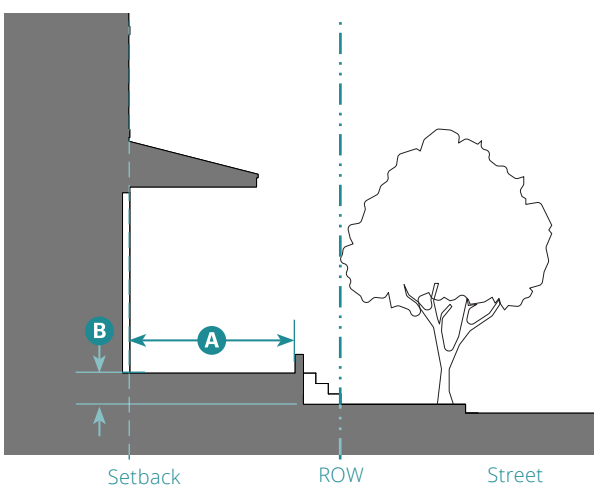
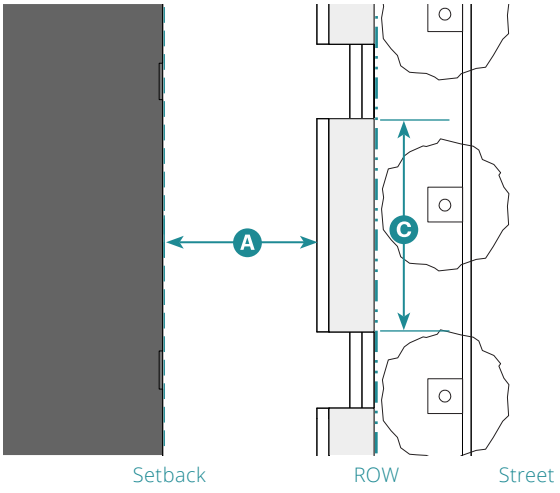




Key

ROW/ Dev't Site Line

Setback Line

2. Size		
Depth of Terrace	8' min. residential; 12' min. non-residential	A
Finish Level above Sidewalk	36" max.	B
Distance between Stairs	25' max.	C

3. Miscellaneous
These standards are to be used with those for the Shopfront Frontage Type where the zone requires the Shopfront Frontage Type (10-20.07.090).
Where the zone requires the Shopfront Frontage Type (10-20.07.090) and the ground floor is flush with the sidewalk, the Terrace shall be considered to be the sidewalk.
May be utilized to group several entries at a common elevation in compliance with the zones' ground floor finish level standards.
The Terrace is allowed to encroach into the front and side street setbacks in compliance with Subsection 6 of the zone.
Ramps are required to be integrated along the side of the building to connect with the Terrace.
The Terrace shall be designed in compliance with the standards in Article 8 (Specific to Architectural Design) for the selected architectural style.

10-20.07.110 Gallery



Example of a two-story Gallery with an uncovered second story.



Example of a Gallery providing covered outdoor dining

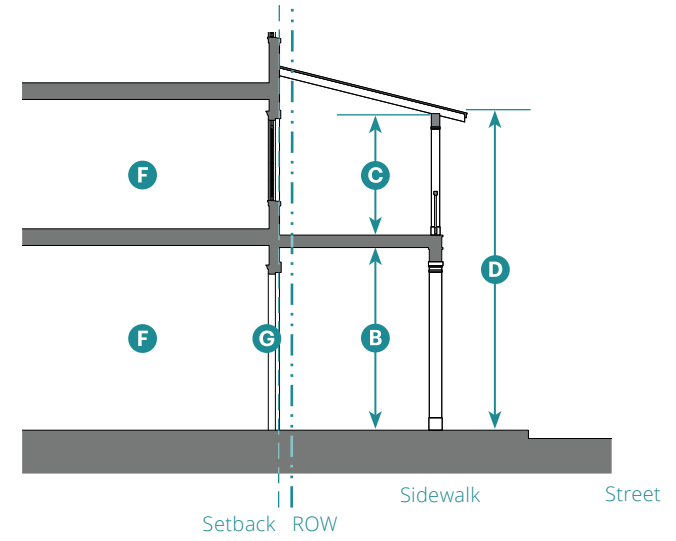


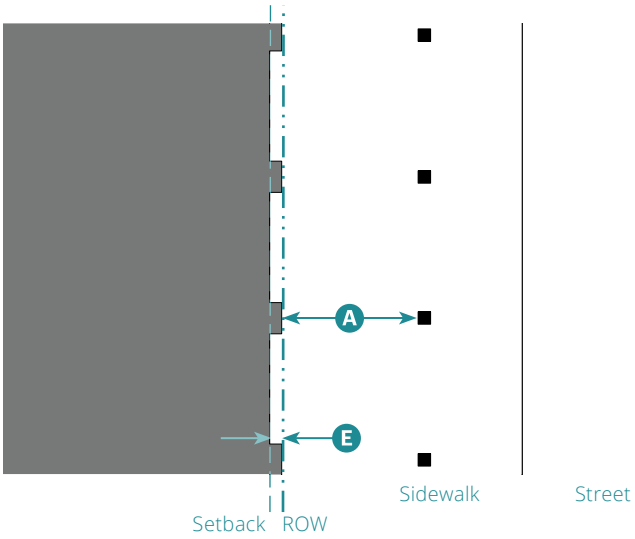
Example of a Gallery with shopfronts

1. Description

The main facade of the building is set back from the front development site line and an at-grade covered structure, articulated with colonnade or arches, overlaps the sidewalk. The type may be one or two stories. When used in nonresidential settings, the Shopfront Type is included; when used in residential settings, Dooryards and Forecourts may be included as allowed by the zone.

General Note: Photos on this page are illustrative, not regulatory.





Key

ROW/ Dev't Site Line

Setback Line

2. Size		
Depth, Clear	8' min.	A
Ground Floor Height, Clear	12' min.	B
Upper Floor Height, Clear	9' min.	C
Height	2 stories max.	D
Gallery Setback from Public ROW	18" min. (clear)	E

3. Miscellaneous	
Habitable space	F
Galleries shall also follow the standards for the Shopfront Frontage Type (10-20.07.090).	G
Galleries shall have a consistent depth across the entire front and/or side street facade.	
Galleries are allowed to project over the sidewalk in the public ROW.	
The second story of the Gallery may be covered.	
Planting is not required. Lighting is required within the gallery in compliance with Section 10-20.05.030 (Landscaping and Lighting).	
Ramps are required to be integrated along the side of the building to connect with the Gallery, where applicable.	
The Gallery shall be designed in compliance with the standards in Article 8 (Specific to Architectural Design) for the selected architectural style.	

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Article 8: Specific to Architectural Design

Sections:

10-20.08.010 Purpose
10-20.08.020 Applicability
10-20.08.030 Architectural Design Standards
10-20.08.040 Overview of Architectural Styles
10-20.08.050 Contemporary
10-20.08.060 Craftsman
10-20.08.070 Main Street Classical
10-20.08.080 Mediterranean

10-20.08.010 Purpose

This Article sets forth standards that supplement the zone standards to further refine the intended building form and physical character.

10-20.08.020 Applicability

Unless stated otherwise, all subsections within each architectural style ("style") identified in this Article apply to all facades of a building, including front facades, side street facades, side interior facades, and rear facades.

10-20.08.030 Architectural Design Standards

This Article contains architectural design standards for the four allowed styles. The standards for each style address a range of topics based on local architectural examples. The standards address the following aspects of individual building design: Roofs and roof pitch, eaves, cornices, walls, base of walls, dormers, openings and doors, storefronts, porches, and balconies.

1. Each building is required to be designed in compliance with one of the allowed architectural styles.
2. The architectural style standards are coordinated with the building types allowed by this FBC and the intended physical character of each zone.
3. Any facade greater than 75 feet in length along a street (public or private) or civic space shall include more than one architectural style, with a maximum 75 feet in length of any one style. This regulation does not apply across property lines.
4. Diagrams are for illustrative purposes only and do not constrain the expression of listed elements with respect to style. Only aspects keyed to standards listed in the tables are regulated.

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10-20.08.040 Overview of Architectural Styles

Table A (Architectural Styles Overview) provides an overview of the allowed architectural styles.

Table 10-20.08.040.A: Architectural Styles Overview

Contemporary 10-20.08.050	Craftsman 10-20.08.060	Main Street Classical 10-20.08.070
		
Typical Characteristics	**Typical Characteristics**	**Typical Characteristics**
Long, low-sloped roof forms with simple eaves with deep overhangs	Low-pitched roofs with deep eaves and exposed rafter tails	Symmetrical facade composition with proportions that imply load-bearing masonry structure
Asymmetrical facade compositions with square and horizontal openings often made from ganged vertical windows	Horizontally proportioned openings made from ganged vertical windows	Prominent cornice with classical detailing and parapet or pedimented roof forms
Mix of exterior materials to differentiate massing forms, with prevalent natural materials including wood siding	Emphasis on natural materials including wood shingles	Regular pattern of vertically proportioned openings
Horizontally proportioned balconies and terraces with minimalist vertical supports	Asymmetrical composition with wall plane broken by projecting gable ends	Brick and stucco as primary facade materials
Applicable Standards	**Applicable Standards**	**Applicable Standards**
Wall	Wall	Base
Building Roof	Base	Building Roof
Rake	Building Roof	Parapet
Eave	Rake	Windows
Parapet	Eave	Bay Windows
Windows	Parapet	Entry Doors
Bay Windows	Windows	Balconies
Dormers	Bay Windows	Porches
Entry Doors	Dormers	Storefronts
Balconies	Entry Doors	Materials
Porches	Balconies	
Storefronts	Porches	
Materials	Storefronts	
	Materials	

Table 10-20.08.040.A: Architectural Styles Overview (Continued)

Mediterranean 10-20.08.080



Typical Characteristics
Low-pitched gabled or hipped roofs clad in red tile with open eaves
Flat, rectilinear wall plane with vertically proportioned punched openings without trim
Stucco as primary facade material with stucco or wood attached elements

Applicable Standards
Building Roof
Eave
Parapet
Windows
Bay Windows
Dormers
Entry Doors
Balconies
Porches
Storefronts
Materials

Quick Code Guide: Specific to Architectural Design

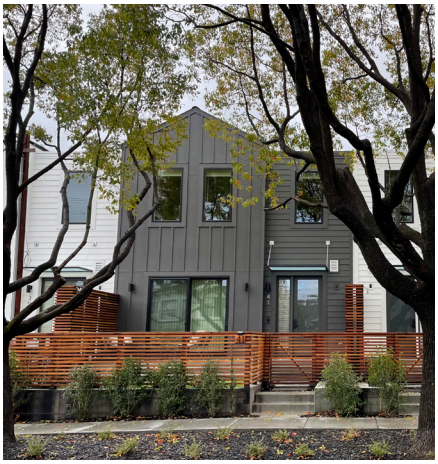
The following graphic is intended as a summary guide. Please refer to San Anselmo's written permit procedures and application standards for all necessary information.

Before you begin

Identify your zone, building type, and detailed massing type. If you have not done this yet, go back to the Table of Contents and follow the Quick Code Guide.

Instructions	Location
Identify your architectural style	**Table 10-20.08.040.A (Architectural Styles Overview)**
Comply with wall, base, and building roof form standards *Dependent on zone, detailed massing type, and architectural style*	**Subsections 3-8 of Architectural Style**
Comply with window and door standards *Dependent on architectural style*	**Subsections 9-12 of Architectural Style**
Comply with external elements standards and material standards *Dependent on architectural style*	**Subsections 13-16 of Architectural Style**

10-20.08.050 Contemporary









General note: The images above and the descriptions in Subsections 1 and 2 below are intended to provide a brief overview of the architectural style and are descriptive, not regulatory.

1. Description of Style

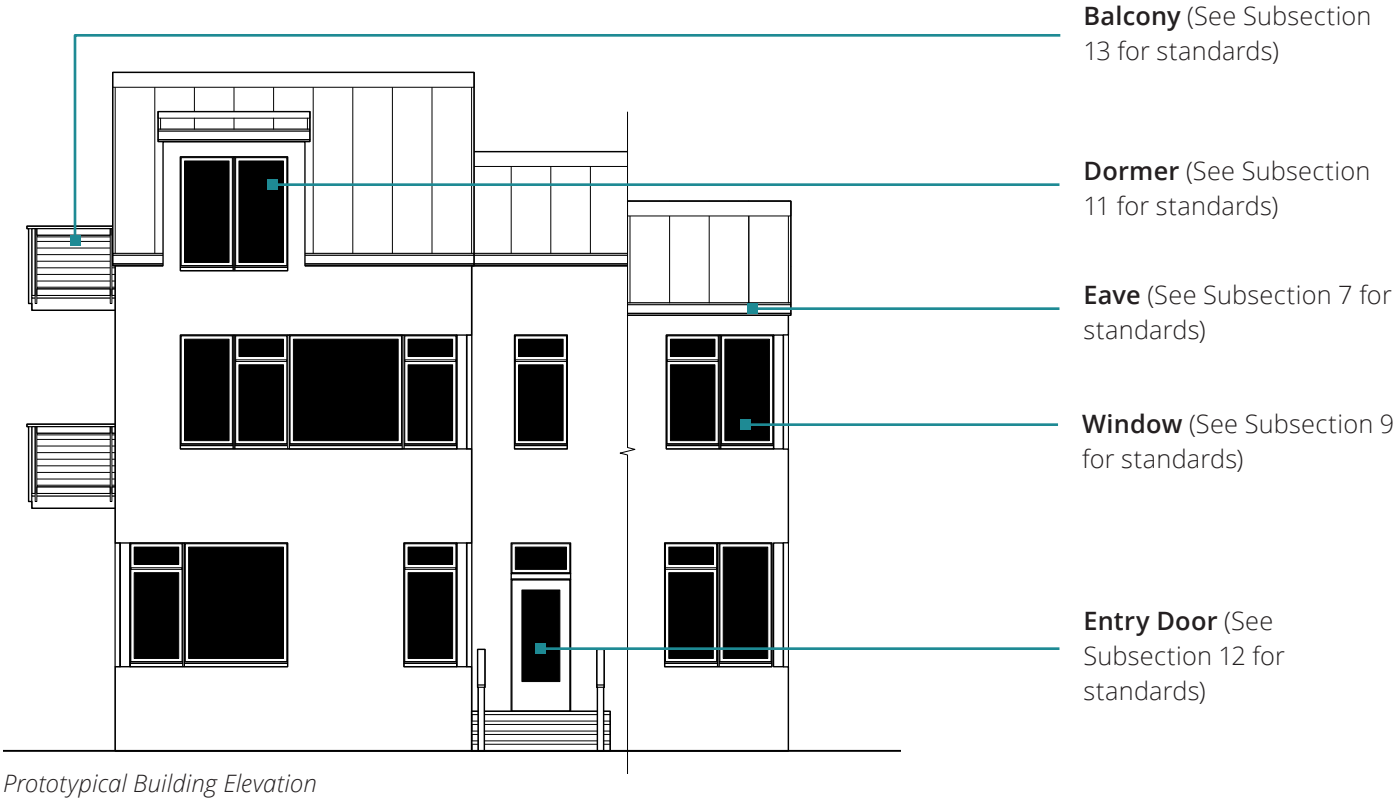
Contemporary style buildings have a streamlined aesthetic and minimal ornamentation. This style focuses on combining simple rectilinear massing forms with changes in material and color. The use of glass and cantilevered elements imbues buildings with a sense of lightness and simplicity. This style is prevalent throughout Marin County.

2. Typical Characteristics

- Long, low-sloped roof forms with simple eaves with deep overhangs
- Asymmetrical facade compositions with square and horizontal openings often made from ganged vertical windows
- Mix of a limited number of exterior materials to differentiate massing forms, with prevalent natural materials including wood siding
- Horizontally proportioned balconies and terraces with minimalist vertical supports

Elements of Contemporary Style – Multifamily Prototype

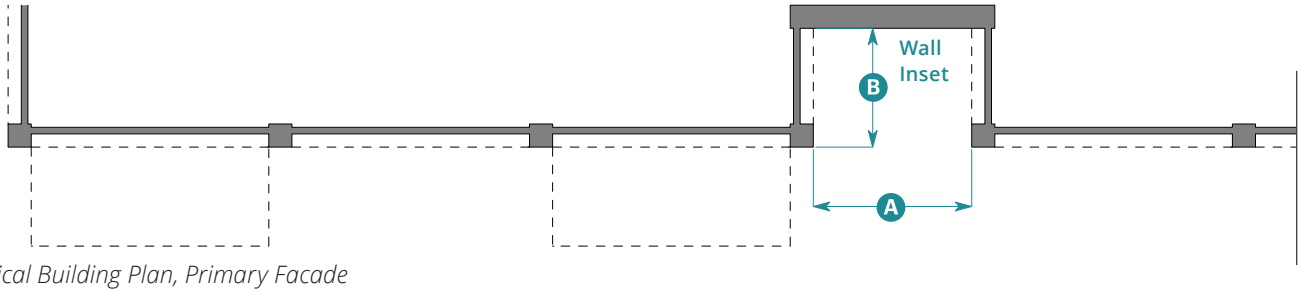
Note: The image below is intended to provide a reference for architectural elements and is illustrative, not regulatory. It is not an exhaustive list of applicable standards.



Prototypical Building Elevation

Elements of Contemporary Style – Mixed-Use Prototype

Note: The image below is intended to provide a reference for architectural elements and is illustrative, not regulatory. It is not an exhaustive list of applicable standards.



Prototypical Building Plan, Primary Facade

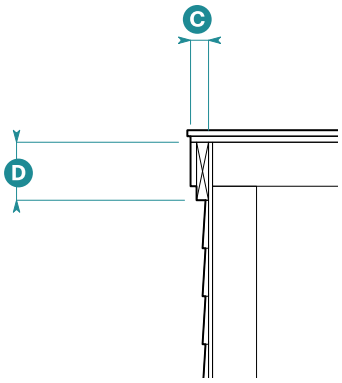


Prototypical Building Elevation

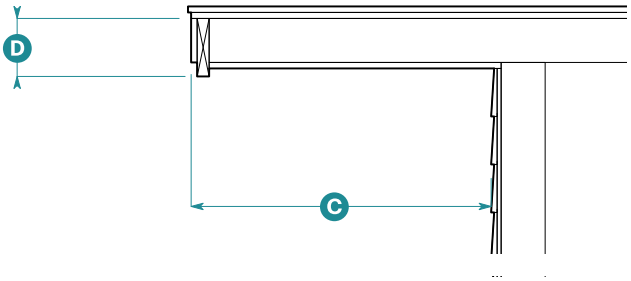
3. Wall	
Wall Inset	
A wall inset from the primary facade is required for buildings greater than 75' in width.	
Wall inset shall be continuous for the full height of the building.	
Roof and wall projections may encroach into wall inset.	

3. Wall (Continued)		
Wall Inset Dimensions		
Width	8'0" min.; 12'0" max.	A
Depth	6'0" min.	B

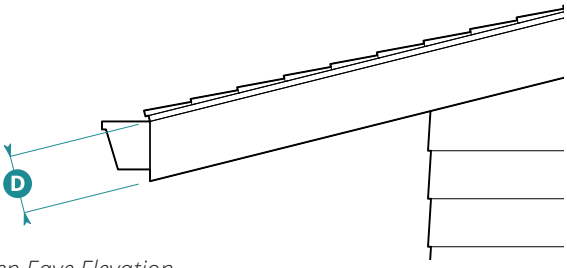
4. Base
No base is required for this style.



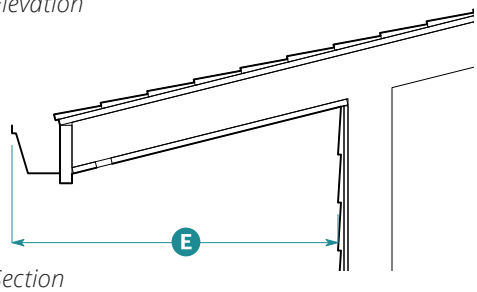
Flush Profile Rake Section



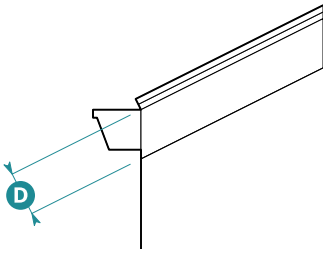
Projecting Profile Rake Section



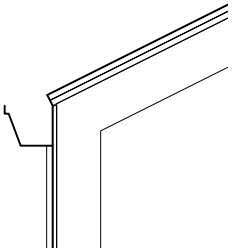
Open Eave Elevation



Open Eave Section



Closed Eave Elevation



Closed Eave Section

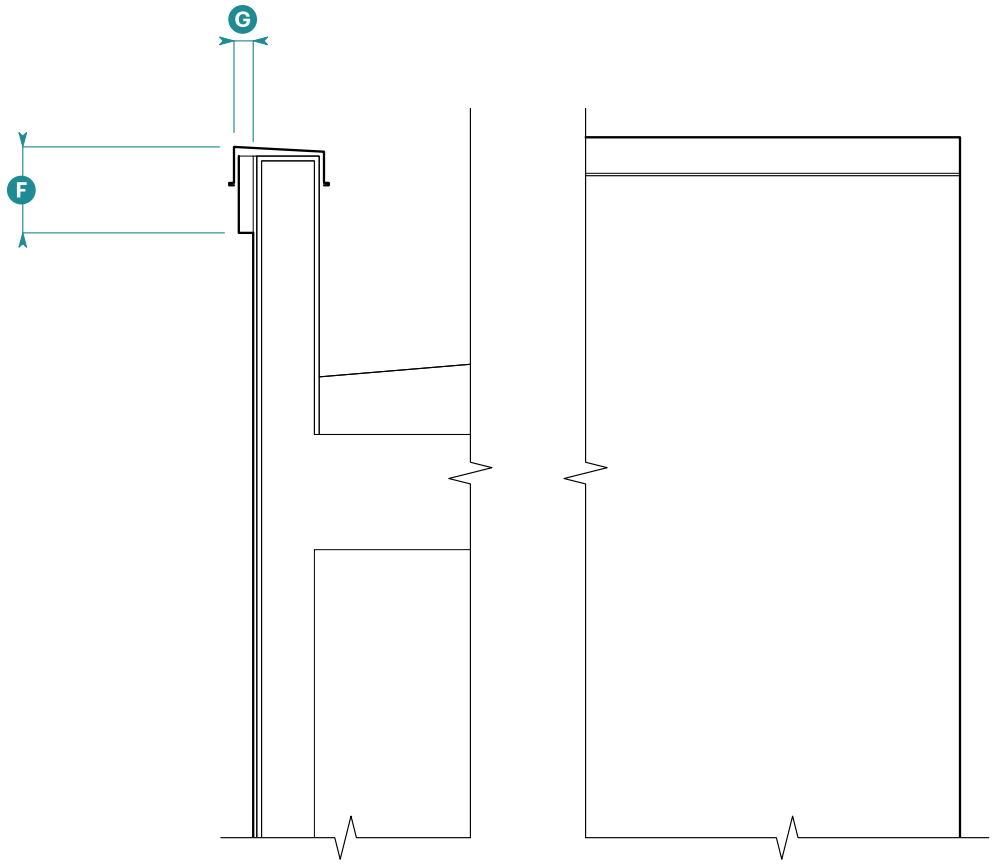
5. Building Roof		
Building Roof Standards	**Buildings with Half-Story Heights**	**Buildings with Full-Story Heights**
Roof Form		
Type	Shed	Flat
Pitch	2:12 min.; 6:12 max.	N/A
Applicable Subsections		
6. Rake	A	A
7. Eave	A	N/A
8. Parapet	N/A	A

6. Rake			
Standards	**Flush Profile**	**Projecting Profile**	
Horizontal Projection	No min.; 2" max.	2'6" min.; No max.	C

See Subsection 7 (Eave) for height standards.

7. Eave			
Standards	**Open**	**Closed**	
Height			
Fascia	6" min.	6" min.	D
Horizontal Projection			
Overall	36" min.; No max.	N/A	E

A = Applicable N/A = Not Applicable



Parapet Section *Parapet Elevation*

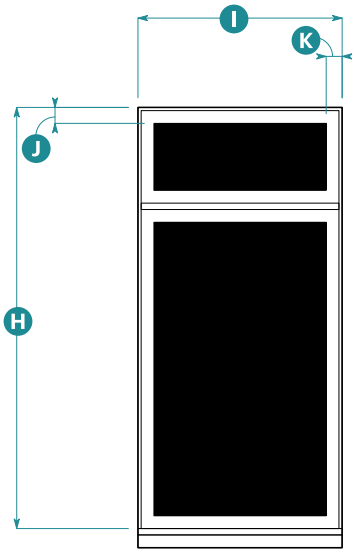
8. Parapet		
Height		
Projection	0" min.; 6" max.	F
Horizontal Projection		
Overall	0" min.; 3" max.	G

9. Windows	
Opening	
Proportion, Height (H) to Width (I) [1]	
Ground floor	2.2 min.
Upper floor	2.0 min.
Dormer	See Subsection 11 (Dormers) for standards.
Typical Sizes, Width (I) x Height (H)	
Ground Floor, Typical	3'0" x 6'0"
Ground Floor, Ganged	3'0" x 6'0"
Ground Floor, Picture	4'6" x 6'0"
Upper Floor, Typical	3'0" x 5'6"
Upper Floor, Ganged	3'0" x 5'6"
Upper Floor, Picture	4'6" x 5'6"
Privacy	2'0" x 4'6"
Shape	Square
Operation	Double-Hung, Single-Hung, Awning, Casement
Window	
Glazing Divisions	None
Frame Width (Frame + Sash)	
At Rail	2.5" min. ± 1/4" (J)
At Stile	2.5" min. ± 1/4" (K)
Trim Widths [2]	
Head	3" min.
Jamb	3" min.
Apron	3" min.
Window Frame Recess	
Depth	2" min.
Sill	
Depth	3" min.
Pediment	
Allowed	No
Mullions	
Mullions required between ganged windows.	

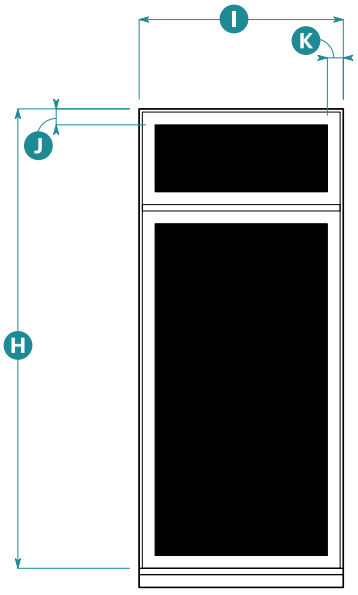
"Typical" refers to a regular recurring window (i.e., size or lite pattern) on a facade.

[1] Picture windows shall be wider than typical windows and equal in height to windows on the same floor.

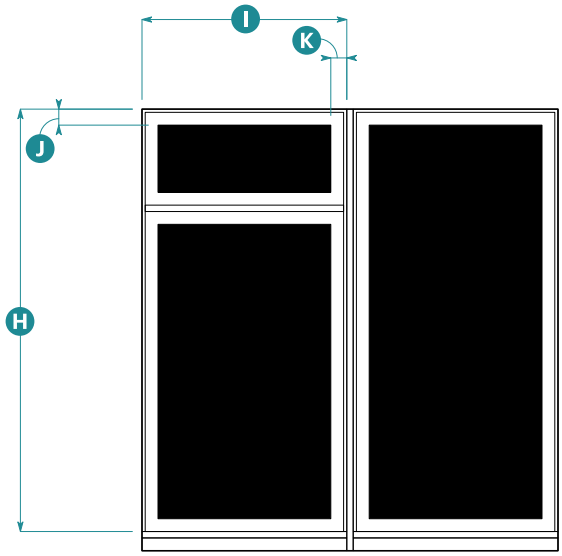
[2] Trim required for windows only on buildings or parts of buildings with lap siding.



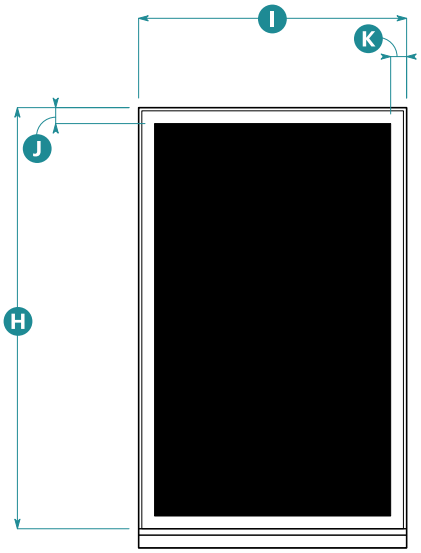
Upper Floor Typical Window Elevation



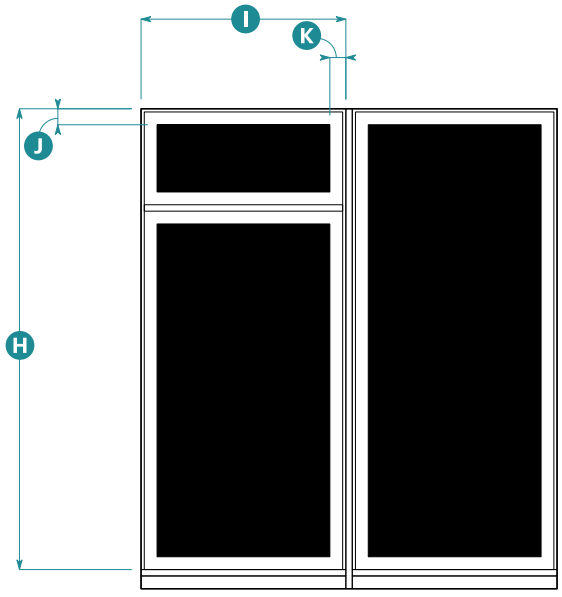
Ground Floor Typical Window Elevation



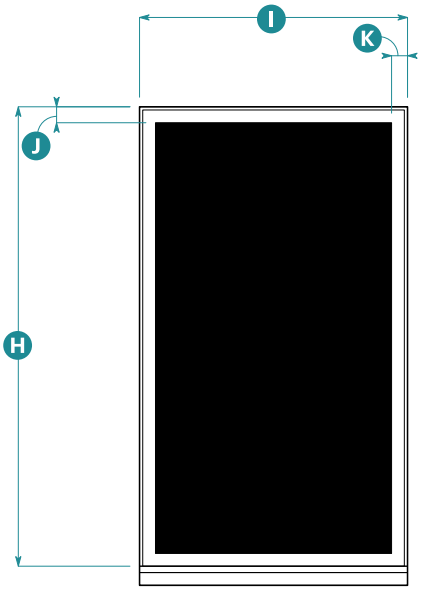
Upper Floor Ganged Window Elevation



Upper Floor Picture Window Elevation



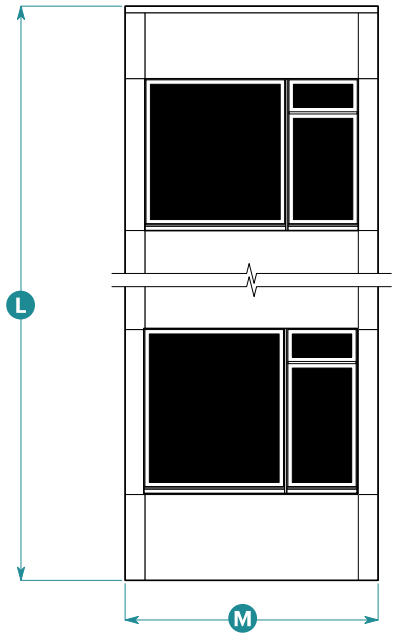
Ground Floor Ganged Window Elevation



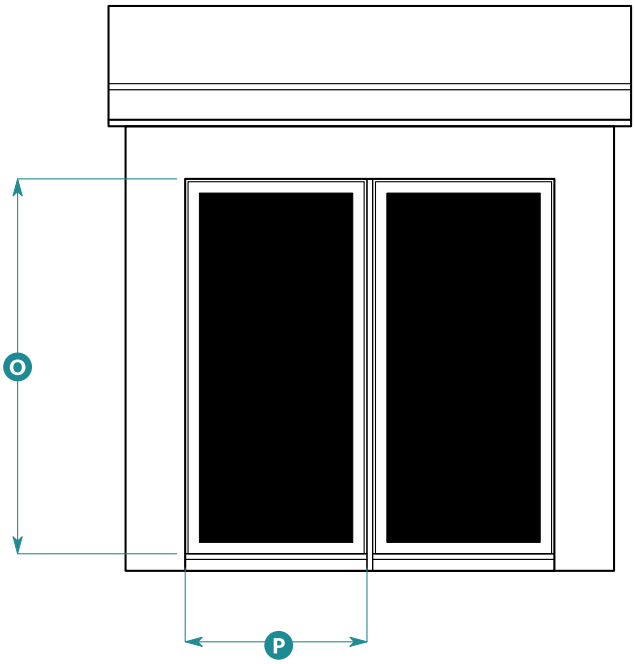
Ground Floor Picture Window Elevation



Bay Window Plan



Bay Window Elevation

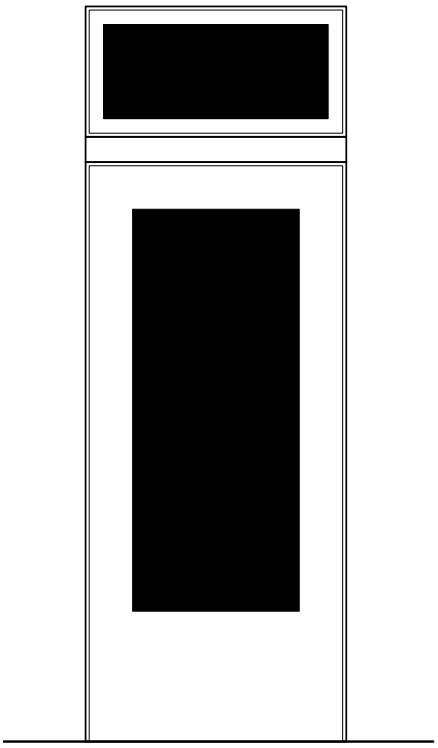


Dormer Elevation

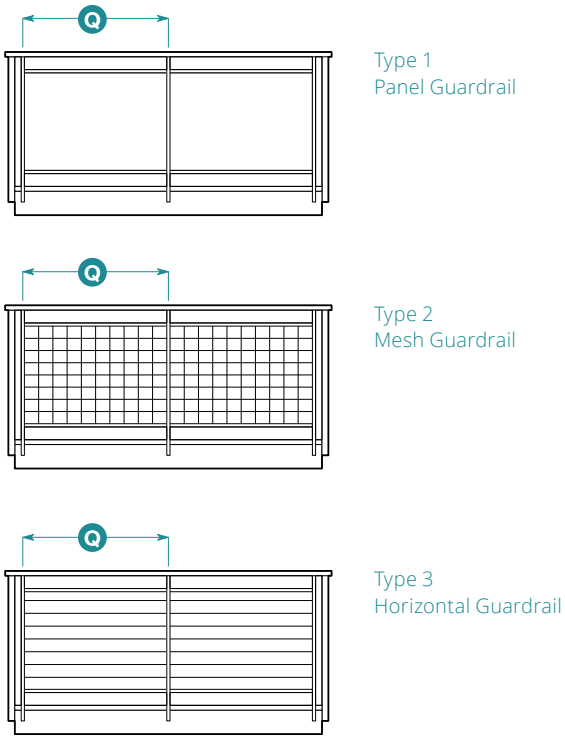
10. Bay Windows		
Form		
Type	Square	
Size		
Height[3]		L
On buildings with heights up to 3 stories	2 stories max.	
On buildings with heights above 3 stories	2 stories plus 1 additional story for each building story over 3 max.	
Width	6'0" min.; 12'0" max.	M
Depth	1'0" min.; 3'0" max.	N
Additional Standards		
Multi-story bay window form shall be vertically continuous.		
Continuous horizontal articulation on building shall wrap bay form.		

[3] On buildings with heights up to 2 stories, the bottom of the bay window may not extend to the ground plane and the top of the bay window may not extend to the top of parapet or eave.

11. Dormers		
Roof Form		
Type	Shed	
Pitch	2:12 min.; 6:12 max.	
Window		
Proportion, Height O to Width P	2.0 min.	
Width	3'0" min.	P
Dormers allowed only for buildings with half stories.		
See Subsections 6 (Rake), 7 (Eave), and 9 (Windows) for additional standards.		



Entry Door Elevation



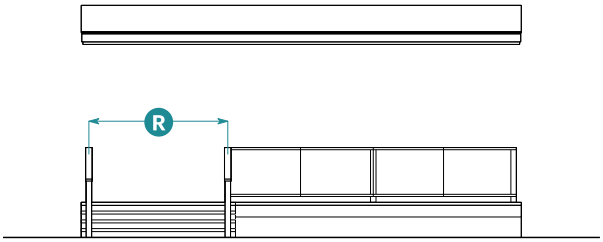
Balcony Front Elevation

12. Entry Doors	
Surround[4]	
Head Width	4" min.
Jamb Width	4" min.
Additional Elements	
Transom	Allowed
Pediment	Not Allowed

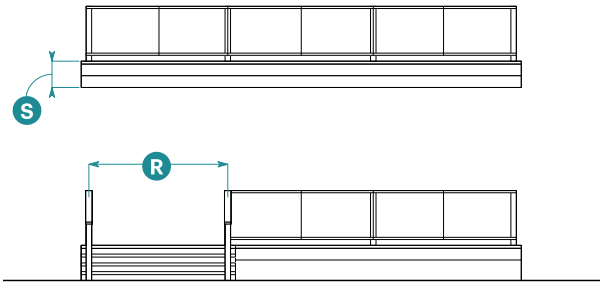
[4] Surround required for doors only on buildings or parts of buildings with lap siding.

13. Balconies	
Allowed Materials	
Type 1 - Panel Guardrail	
Post	Metal
Baluster	Metal panel
Handrail	Metal, glass
Fascia	Metal, composite wood, wood
Type 2 - Mesh Guardrail	
Post and Handrail	Metal
Baluster	Metal mesh
Fascia	Metal, composite wood, wood
Type 3 - Horizontal Guardrail	
Post and Handrail	Metal
Baluster	Metal, steel cable
Fascia	Metal, wood
Size	
Overall Balcony Width	10'0" max.
Width Between Posts	3' min. Q

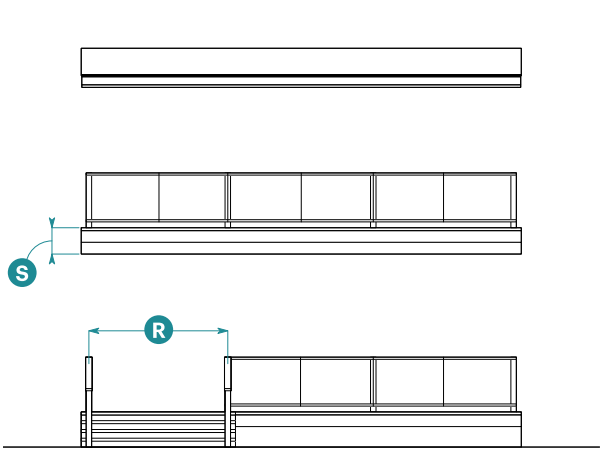
Faux composite wood printed with simulated wood grain is prohibited



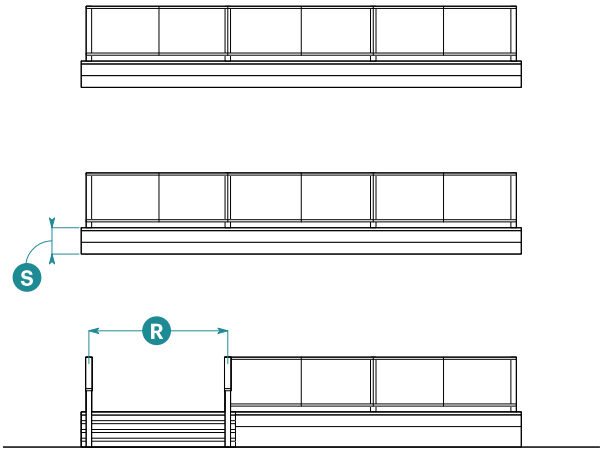
One-Story Porch



One-Story Porch with Deck Above

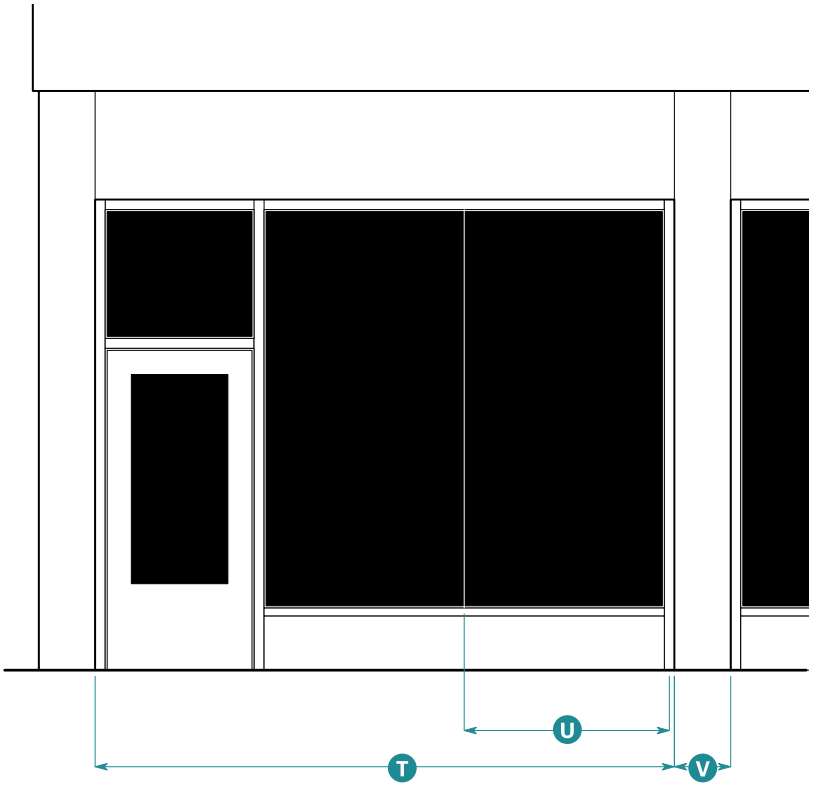


Two-Story Porch

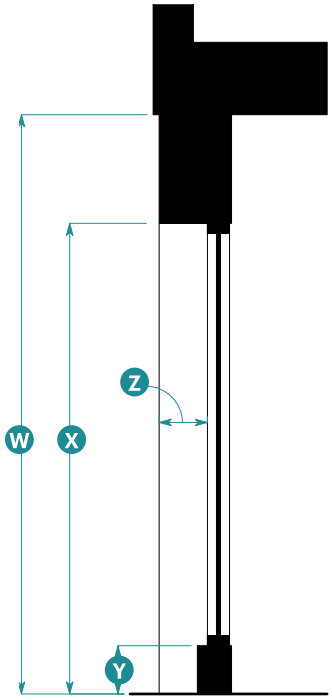


Two-Story Porch with Deck Above

14. Porches		
Columns		
Shape	Cantilevered (no columns) or Pilotis	
Diameter	4" max.	
Spacing	8'0" max. on center	R
Entablature		
Height of Entablature Supporting Deck		
Overall	10" min.	S



Storefront Elevation



Storefront Section

15. Storefronts		
Width		
Storefront Module	10'0" min.; 15'0" max.	T
Display Window	3'0" min.; 4'0" max.	U
Distance Between Storefront Modules	1'0" min.; 2'0" max.	V
Height		
Overall	12'0" min.	W
Head Height	11'0" min.	X
Base	8" min.; 2'0" max.	Y
Horizontal Recess		
Depth	6" min.; 3'0" max.	Z

Base shall be continuous, unless divided by pilaster, and align with base height of building (if any).

16. Materials	
Element	**Allowed Materials**
Wall	
Wall Cladding[5]	Lap siding, composite wood, wood, fiber cement, stucco, metal panel
Base or Foundation	
Base or Foundation	Brick, concrete, stucco, composite wood, wood, fiber cement, architectural block
Roof and Roof Elements	
Roofing	Asphalt shingles, wood shingles, standing seam metal
Rake and Eave	Composite wood, wood, steel
Gutter	Metal box
Windows, Bay Windows, and Entry Doors	
Entry Door	Wood, aluminum, fiberglass, composite wood
Window Frames	Wood, aluminum clad wood, aluminum, fiberglass
Glazing	Clear glass; shall not be tinted, mirrored, or colored
Balconies	
See Subsection 13 (Balconies) for allowed materials.	
Porches	
Columns	Composite wood, wood, fiberglass, metal
Railing	Composite wood, wood, metal
Storefronts	
Storefront	Composite wood, wood, metal
Storefront Base	Stucco, concrete
Prohibited materails: faux composite wood printed with simulated wood grain, fiber cement, and faux printed stone.	
Wood shingles shall be in compliance with the Wildland Urban Interface Code.	

[5] Exterior cladding shall be limited to no more than 3 materials, of which 65% or more of the facade area shall be one of those materials.

10-20.08.060 Craftsman









General note: The images above and the descriptions in Subsections 1 and 2 below are intended to provide a brief overview of the architectural style and are descriptive, not regulatory.

1. Description of Style

The Craftsman style emerged in the American west inspired by the English Arts and Crafts movement. The Craftsman bungalow house was prevalent from the 1900's to the 1940's. Since that time, it has adapted to multifamily and mixed-use prototypes.

2. Typical Characteristics

- Low-pitched roofs with deep eaves and exposed rafter tails
- Horizontally proportioned openings made from ganged vertical windows
- Emphasis on natural materials including wood shingles
- Asymmetrical composition with wall plane broken by projecting gable ends
- Wall plane broken by projecting and/or recessed elements

Elements of Craftsman Style – Multifamily Prototype

Note: The image below is intended to provide a reference for architectural elements and is illustrative, not regulatory. It is not an exhaustive list of applicable standards.



Roof (See Subsection 5 for standards)

Rake (See Subsection 6 for standards)

Dormer (See Subsection 11 for standards)

Eave (See Subsection 7 for standards)

Window (See Subsection 9 for standards)

Wall (See Subsection 3 for standards)

Porch (See Subsection 14 for standards)

Entry Door (See Subsection 12 for standards)

Base (See Subsection 4 for standards)

Prototypical Building Elevation

3. Wall		
Trim [1, 2]		
Width	4" min.	A

[1] Trim not required on buildings or portions of buildings where stucco or shingle is the primary wall material.

[2] Trim is required at openings and surrounds.

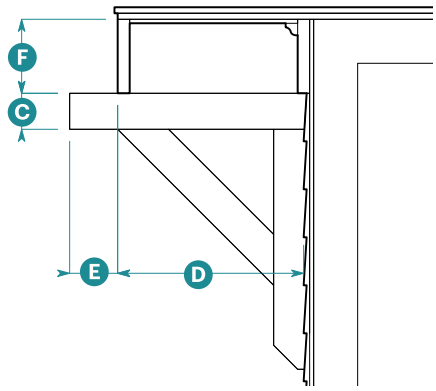
4. Base		
Height	1'0" min.; 1/2 story max.	B

Elements of Craftsman Style – Mixed-Use Prototype

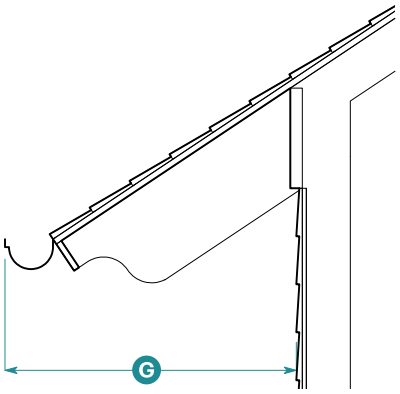
Note: The image below is intended to provide a reference for architectural elements and is illustrative, not regulatory. It is not an exhaustive list of applicable standards.



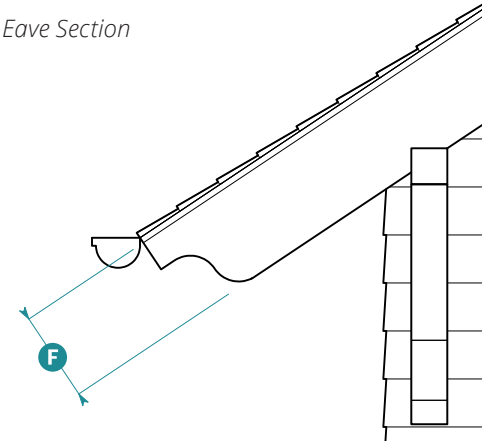
Prototypical Building Elevation



Rake Section



Eave Section



Eave Elevation

5. Building Roof		
Building Roof Standards	**Sloped Roof**	**Flat Roof**
Applicable Subsections		
Subsection 6 (Rake)	A	N/A
Subsection 7 (Eave)	A	N/A
Subsection 8 (Parapet)	N/A	A
Form		
Pitch	4:12 min.; 10:12 max.	N/A

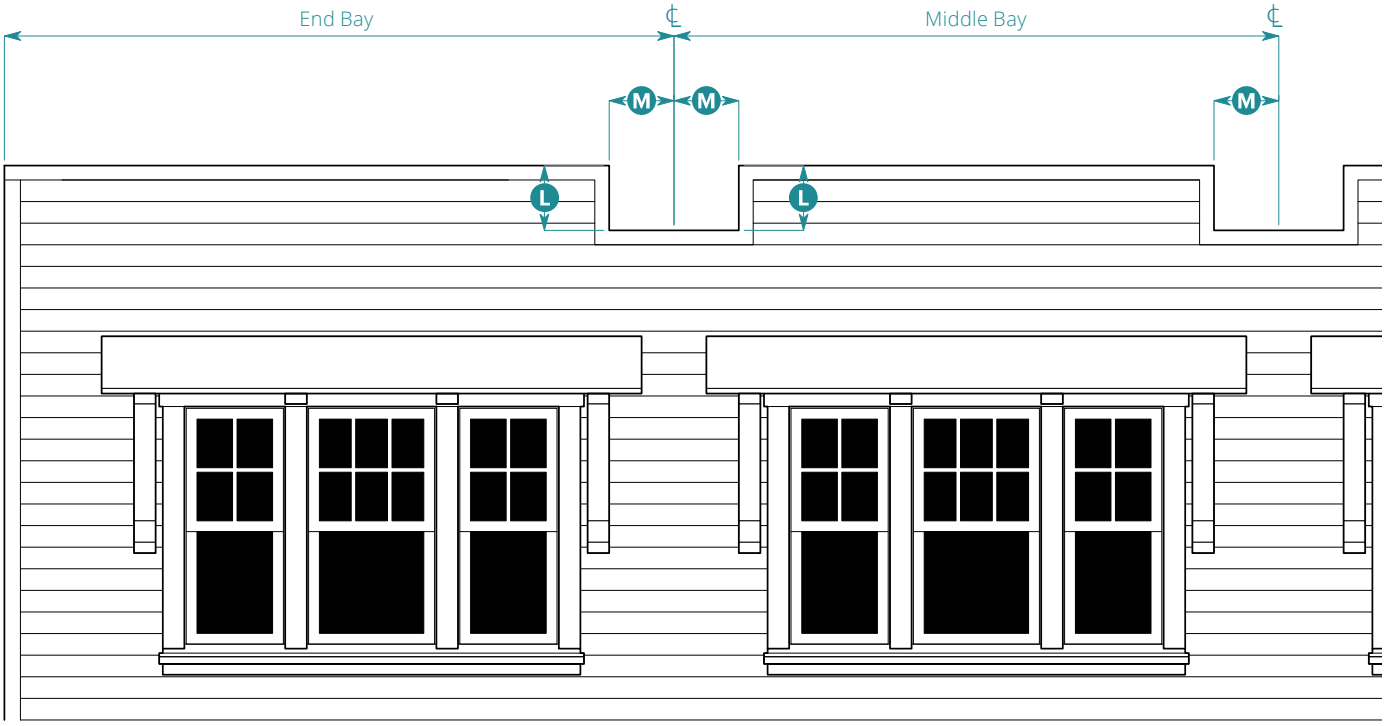
6. Rake		
Height		
Bracket Bracing Member	4" min.	C
Horizontal Projection		
Projection to Fascia	1'8" min. 3'0" max;	D
Bracket Projection Beyond Fascia	No min.; 1'0" max.	E

See Subsection 7 (Eave) for height standards.

7. Eave		
Allowed Types		
Eave Types	Open	
Height		
Fascia	10" min.	F
Horizontal Projection [3]		
Overall	2'6" min.	G

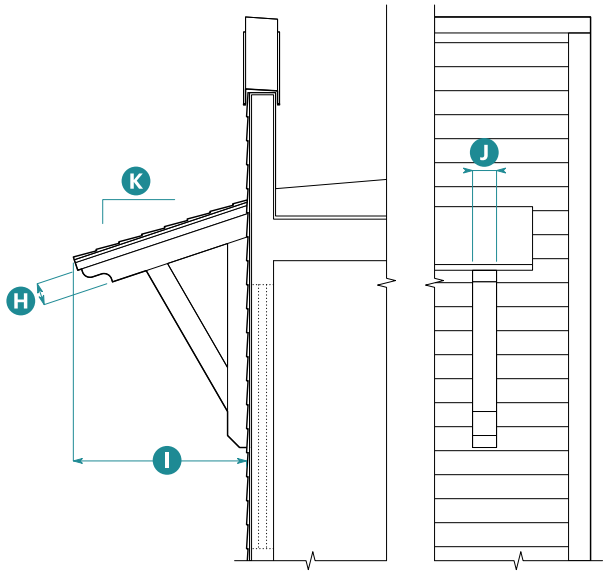
[3] Horizontal projection includes gutter.

A = Applicable N/A = Not Applicable



8. Parapet		
Canopy		
Parapet may include canopy.		
Eave Height	6" min.	H
Horizontal Projection[4]	3'0" min.	I
Required Support Elements	Brackets	
Bracket Width	4" min.	J
Roof Pitch	3:12 min.	K
Crenellation		
Crenel Height	1'0" min.	L
Width, from Center Line	1'0" min.	M
Crenel may not occur at building corner or end bays.		

[4] Horizontal projection includes gutter.



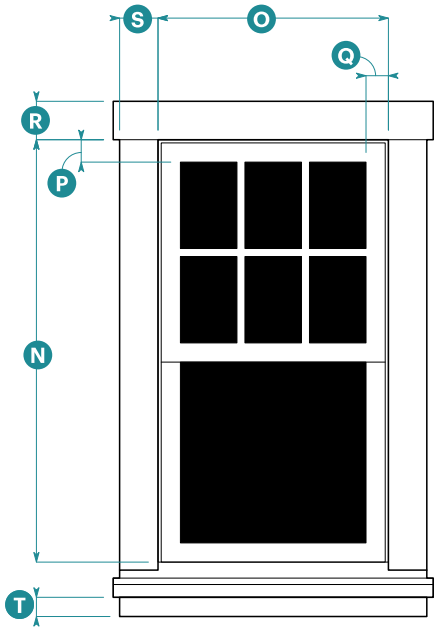
Parapet Section *Parapet Elevation*

9. Windows		
Opening		
Proportion, Height N to Width O [5]		
Ground Floor	2.0 min.	
Upper Floor	1.75 min.	
Dormer	See Subsection 11 (Dormers) for standards.	
Typical Sizes, Width O x Height N		
Ground Floor, Typical	3'0" x 6'0"	
Ground Floor, Ganged	2'4" x 6'0"	
Ground Floor, Picture	4'6" x 6'0"	
Upper Floor, Typical	3'0" x 5'6"	
Upper Floor, Ganged	2'4" x 5'6"	
Upper Floor, Picture	4'6" x 5'6"	
Privacy	2'0" x 4'0"	
Shape	Square	
Operation	Single Hung, Double Hung, Casement	
Window		
Glazing Divisions	6 over 1; 4 over 1; 10 over 1	
Frame Width (Frame + Sash)		
At Rail	2.5" min. ± 1/4"	P
At Stile	2.5" min. ± 1/4"	Q
Trim Widths[6]		
Head	6" min.	R
Jamb	4" min.	S
Apron	3" min.	T
Window Frame Recess		
Depth	2" min.	
Sill		
Depth	3" min.	
Pediment		
Allowed	No	
Mullions		
Mullions required between ganged windows.		

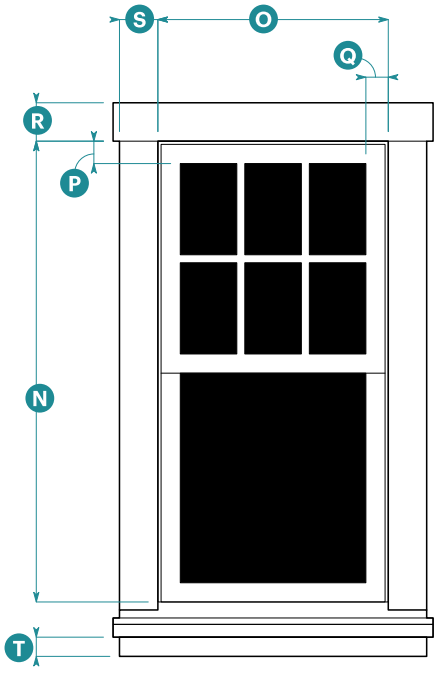
"Typical" refers to a regular recurring window (i.e., size or lite pattern) on a facade.

[5] Picture windows shall be wider than typical windows and equal in height to windows on the same floor.

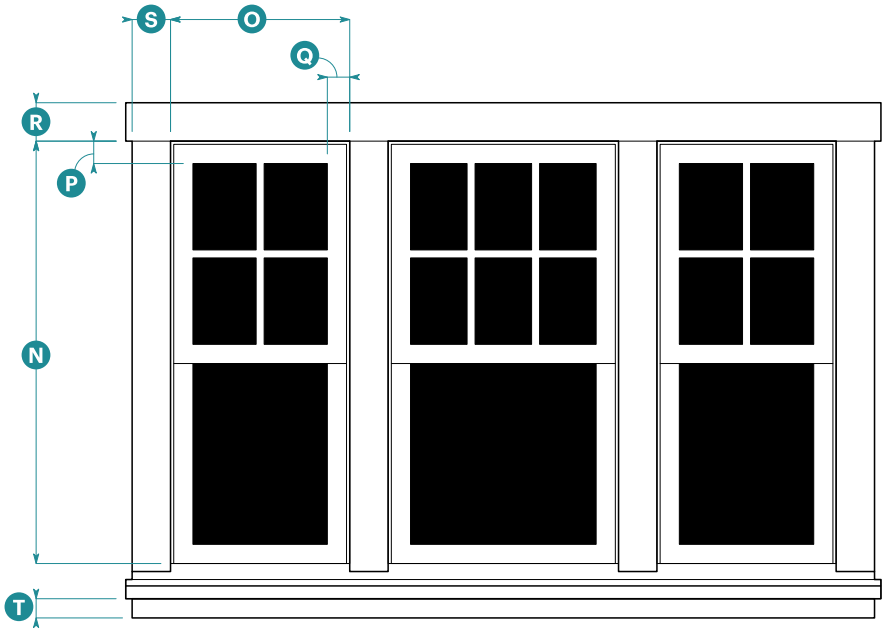
[6] Jamb shall be narrower than header



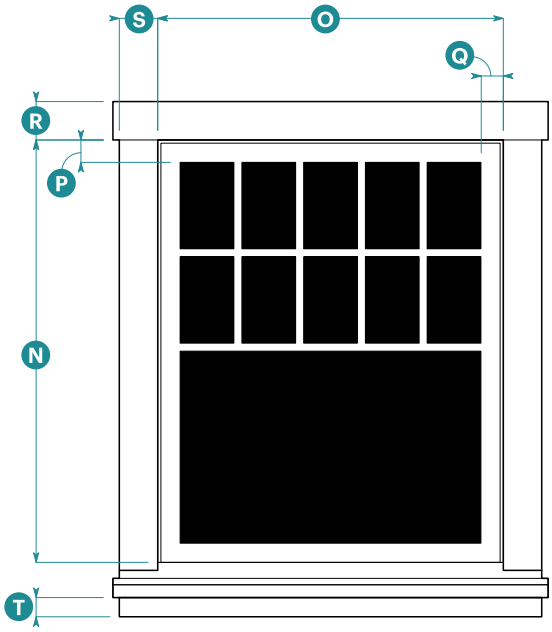
Upper Floor Typical Window Elevation
6 over 1



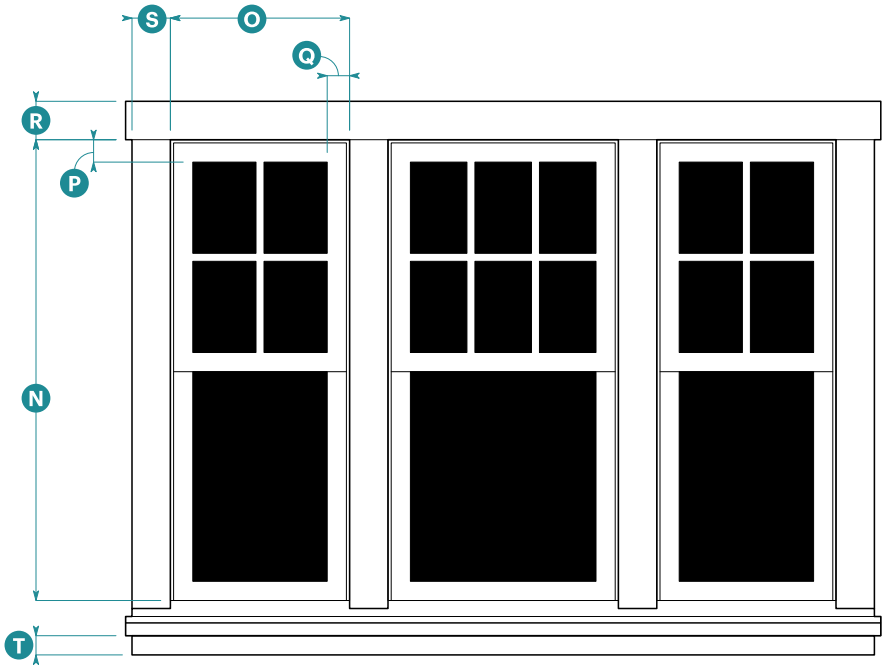
Ground Floor Typical Window Elevation
6 over 1



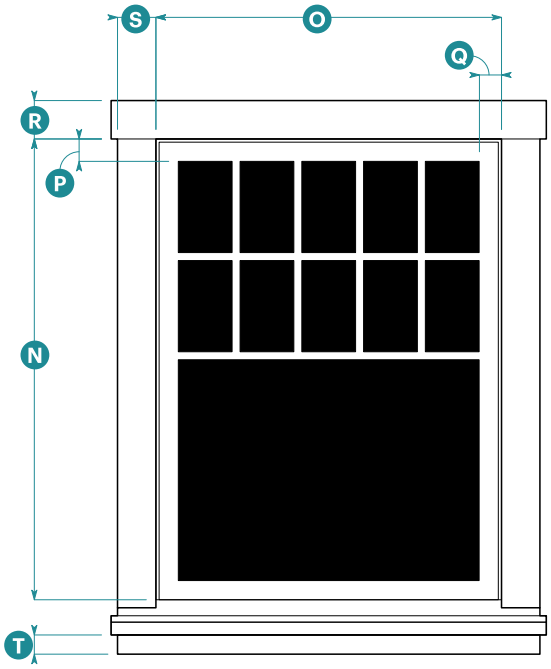
Upper Floor Ganged Window Elevation
4 over 1 and 6 over 1



Upper Floor Picture Window Elevation
10 over 1



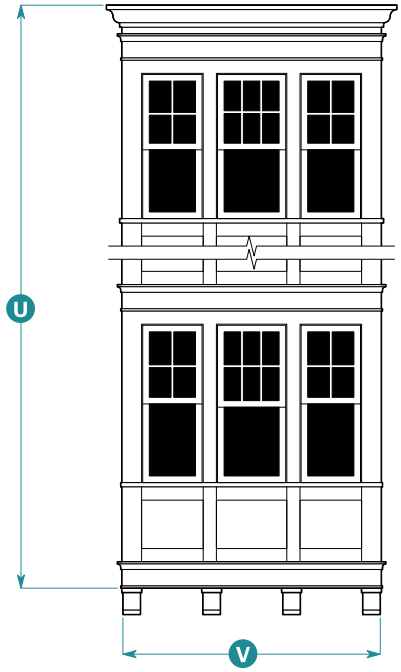
Ground Floor Ganged Window Elevation
4 over 1 and 6 over 1



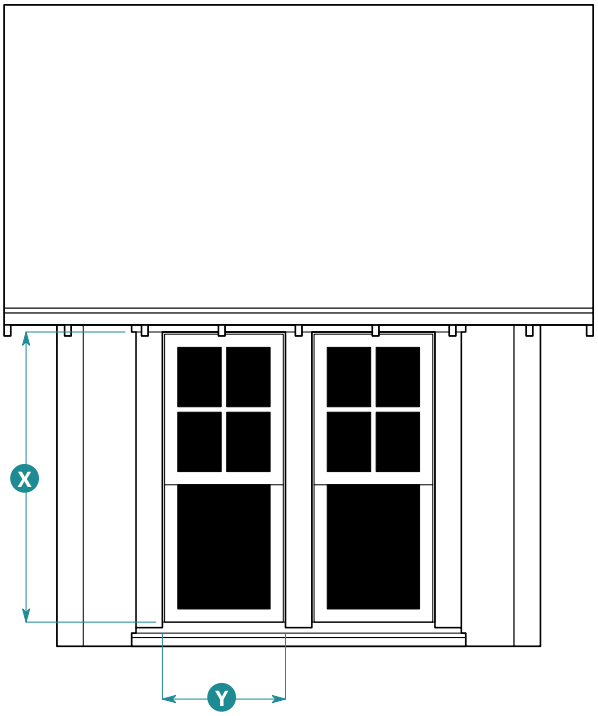
Ground Floor Picture Window Elevation
10 over 1



Bay Window Plan



Bay Window Elevation

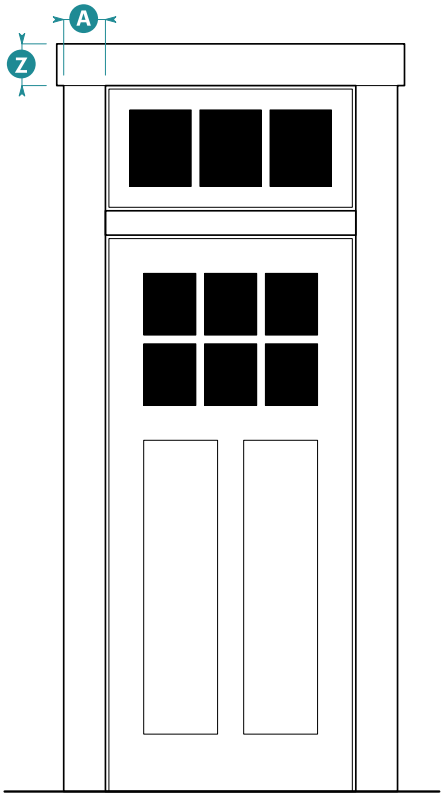


Dormer Elevation

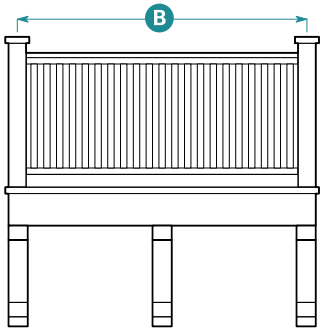
10. Bay Windows		
Form		
Type	Square	
Size		
Height		U
On buildings with heights up to 3 stories	2 stories max.	
On buildings with heights above 3 stories	2 stories plus 1 additional story for each building story over 3 max.	
Width	6'0" min.; 12'0" max.	V
Depth	1'0" min.; 3'0" max.	W
Cornice Types		
Building parapet wraps bay.		
Bay stops below building eave (bay has own cornice).		
Bay returns into building eave (bay never projects above the building eave).		
Additional Standards		
Bay depth not allowed to project beyond eave depth.		
Multi-story bay window form shall be vertically continuous.		

10. Bay Windows (Continued)
Continuous horizontal articulation on building shall wrap bay form.
Corner bay may be turned on side to be rotated 45 degrees from building corner.

11. Dormers		
Roof Form		
Type	Shed or Gable	
Pitch	2:12 min.; 5:12 max.	
Horizontal Projection		
Eave	8" min.	
Rake	8" min.	
Window		
Proportion, Height X to Width Y	1.75 min.	
Width	3'0" min.	Y
Dormers allowed only for buildings with half stories.		
Pediment not allowed.		
See Subsections 6 (Rake), 7 (Eave), and 9 (Windows) for additional standards.		



Entry Door Elevation

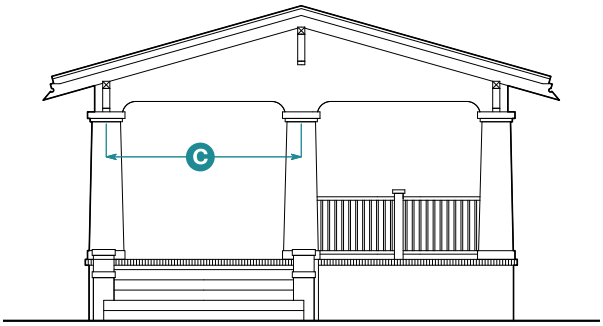


Balcony Front Elevation

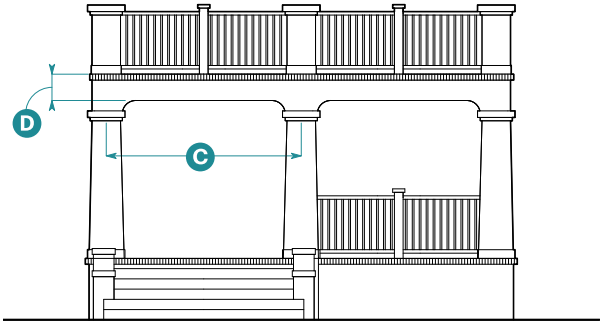
12. Entry Doors		
Door		
Number of Panels	2 min.	
Surround[7]		
Head Width	6" min.	Z
Jamb Width	4" min.	A
Additional Elements		
Transom	Allowed	
Pediment	Not Allowed	

[7] Jamb shall be narrower than header

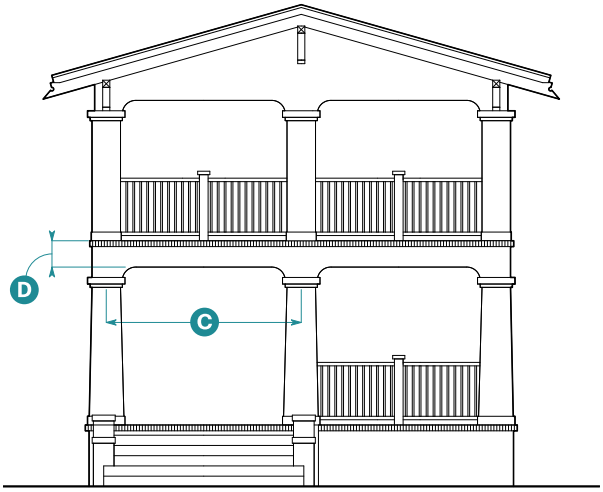
13. Balconies		
Allowed Materials		
Post, Baluster, Handrail, and Fascia	Metal, composite wood, wood	
Size		
Overall Balcony Width	10'0" max.	
Width Between Posts	3' min.	B



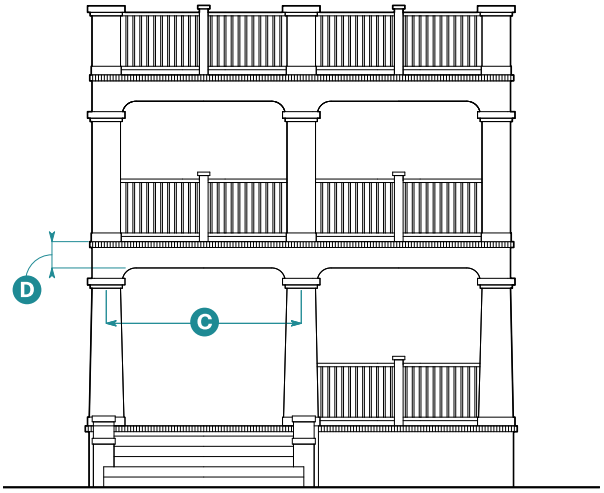
One-Story Porch



One-Story Porch with Deck Above



Two-Story Porch

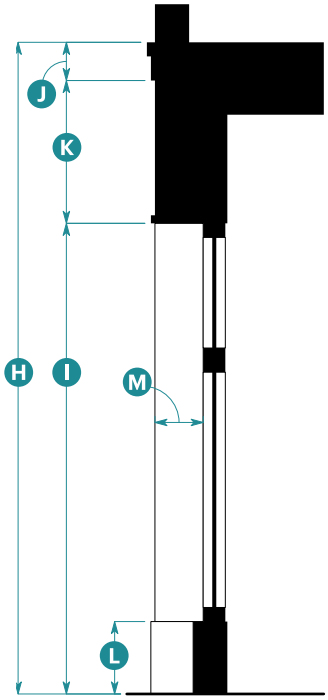


Two-Story Porch with Deck Above

14. Porches		
Columns		
Shape	Square-tapered	
Base Width	1'10" min.	
Spacing	9'6" min.; 12' max. on center	C
Entablature		
Height of Entablature Supporting Deck		
Overall	10" min.	D



Storefront Elevation



Storefront Section

15. Storefronts		
Width		
Storefront Module	10'0" min.; 15'0" max.	E
Display Window	3'0" min.; 4'0" max.	F
Distance Between Storefront Modules	1'0" min.; 2'0" max.	G
Height		
Overall	13'0" min.	H
Head Height	10'0" min.	I
Cornice	10" min.	J
Signage Band	1'6" min.	K
Base	1'0" min.; 2'0" max.	L
Horizontal Recess		
Depth	1'0" min.; 2'0" max.	M
Base shall be continuous, unless divided by pilaster, and align with base height of building (if any).		
Cornice shall be continuous.		

16. Materials	
Element	**Allowed Materials**
Wall	
Wall Cladding	Shingle and lap siding: composite wood, wood, fiber cement; and stucco
Base	
Base or Foundation	Stone, cast stone, painted concrete
Roof and Roof Elements	
Roofing	Asphalt shingles, wood shingles, standing seam metal
Rake and Eave	Composite wood, wood
Cornice	Composite wood, wood
Brackets	Composite wood, wood, fiberglass
Gutter	Metal half-round
Windows, Bay Windows, and Entry Doors	
Trim or Surround	Composite wood, wood, fiber cement
Entry Door	Wood, aluminum, fiberglass, composite
Window Frames	Wood, aluminum-clad wood, aluminum, fiberglass
Glazing	Clear glass; shall not be tinted, mirrored, or colored
Balconies	
See Subsection 13 (Balconies) for allowed materials.	
Porches	
Columns	Composite wood, wood, metal
Railing	Composite wood, wood, metal
Storefronts	
Columns	Composite wood, wood, fiberglass, metal
Storefront Base	Wood panels, brick, stone tile, fiber cement

Wood shingles shall be in compliance with the Wildland Urban Interface Code.

10-20.08.070 Main Street Classical









General note: The images above and the descriptions in Subsections 1 and 2 below are intended to provide a brief overview of the architectural style and are descriptive, not regulatory.

1. Description of Style

Main Street Classical style buildings combine influences from late 19th century Classical Revival and pre-war American main street architecture. With brick as a primary facade material, facades have a tripartite composition and often introduce ornament in a prominent cornice.

2. Typical Characteristics

- Symmetrical facade composition with proportions that imply load-bearing masonry structure
- Prominent cornice with classical detailing and parapet or pedimented roof forms
- Regular pattern of vertically proportioned openings
- Brick and stucco as primary facade materials

Elements of Main Street Classical Style – Mixed-Use Prototype

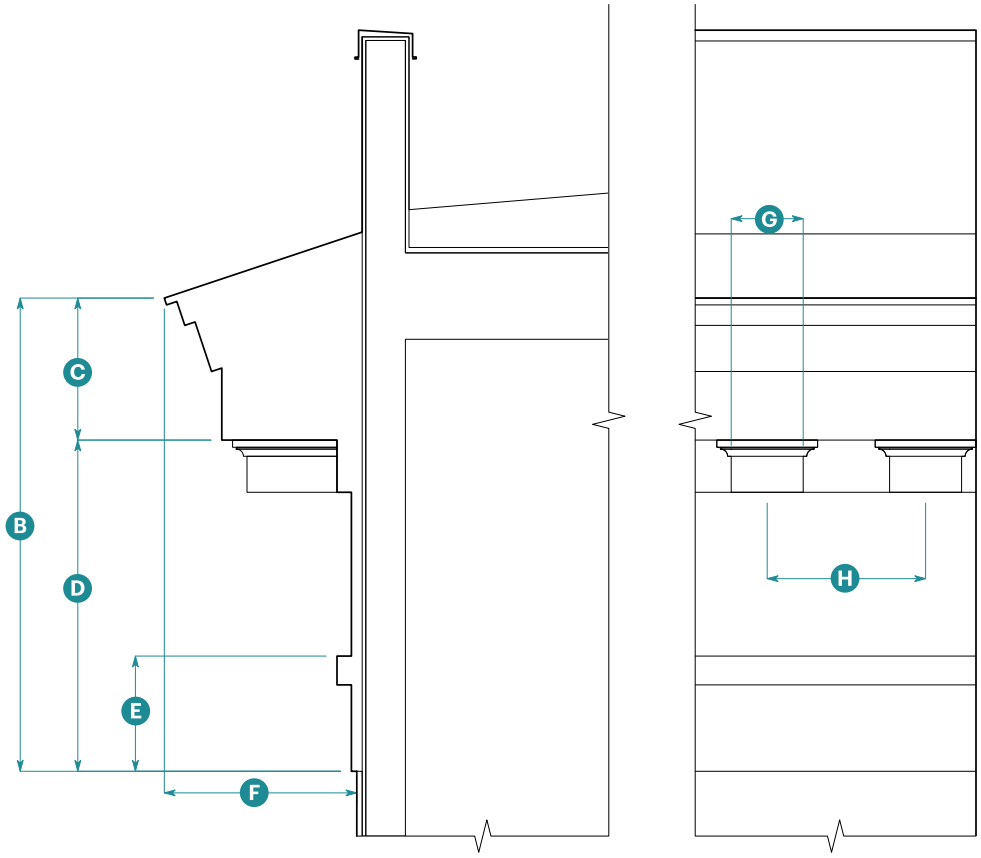
Note: The image below is intended to provide a reference for architectural elements and is illustrative, not regulatory. It is not an exhaustive list of applicable standards.



Prototypical Building Elevation

3. Wall
No wall standards apply to this style. See Subsection 16 (Materials) for materials standards.

4. Base		
Height	1'0" min.; 2'0" max.	A



Parapet Section

Parapet Elevation

5. Building Roof

Form

Roof Type	Flat

6. Rake

Because this style does not allow sloped roofs, rake is not regulated. For wall-roof junction standards, see Subsection 8 (Parapet).

7. Eave

Because this style does not allow sloped roofs, eave is not regulated. For wall-roof junction standards, see Subsection 8 (Parapet).

8. Parapet

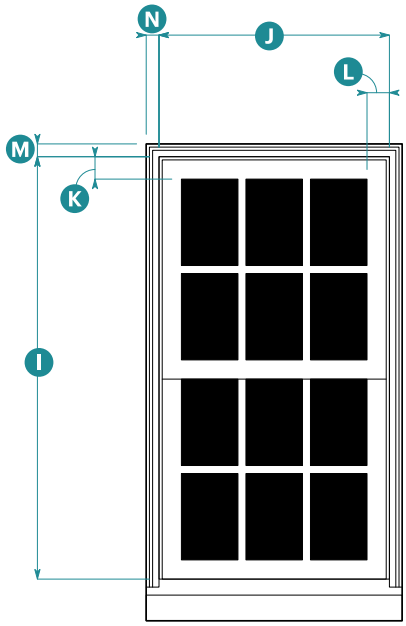
Height		
Overall	5'6" min.	B
Cornice	1'8" min.	C
Fascia		
Overall	3'6" min.	D
Lower Band	1'2" min.	E
Horizontal Projection [1]		
Overall	2'6" min.	F
Continuous cornice required on all street facing facades.		
Required Ornament		
Type	Dentils	
Width	10" min.	G
Spacing	2'0" max. on center	H
Placement	Below cornice at top of fascia	

[1] Horizontal projection includes gutter.

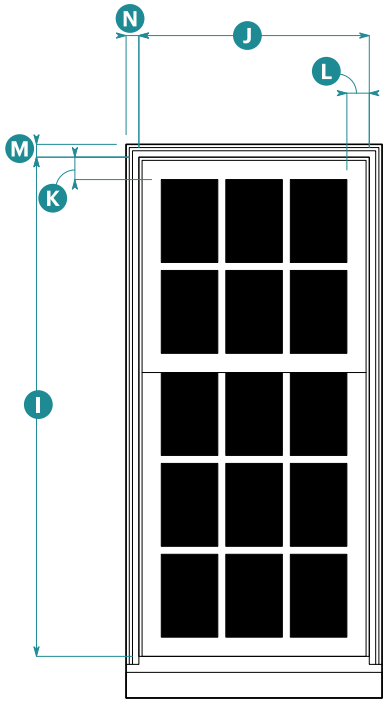
9. Windows		
Opening		
Proportion, Height (I) to Width (J) [2]		
Ground Floor	2.0 min.	
Upper Floor	1.75 min.	
Typical Sizes, Width (J) x Height (I)		
Ground Floor, Typical	3'0" x 6'6"	
Ground Floor, Picture	4'6" x 6'6"	
Upper Floor, Typical	3'0" x 5'6"	
Upper Floor, Picture	4'6" x 5'6"	
Privacy	2'0" x 4'0"	
Shape	Square	
Operation	Single Hung, Double Hung, Casement	
Window		
Glazing Divisions	6 over 9; 6 over 6	
Frame Width (Frame + Sash)		
At Rail	2.5" min. ± 1/4"	(K)
At Stile	2.5" min. ± 1/4"	(L)
Molding Widths		
Head	2" min.	(M)
Jamb	2" min.	(N)
Window Frame Recess		
Depth	2" min.	
Sill		
Depth	3" min.	
Pediment		
Allowed	Yes	

"Typical" refers to a regular recurring window (i.e., size or lite pattern) on a facade.

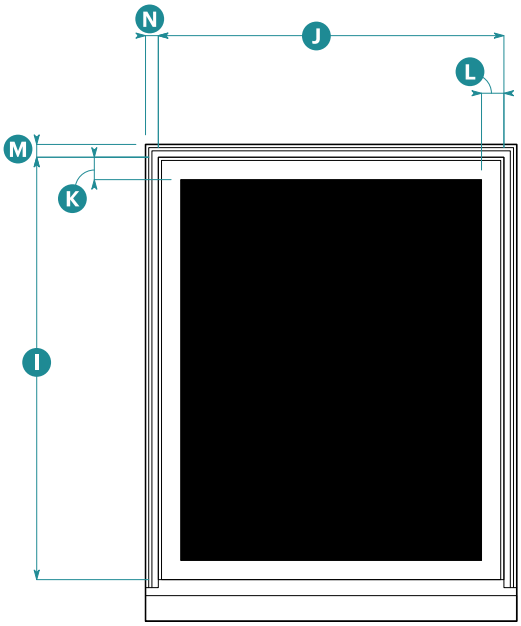
[2] Picture windows shall be wider than typical windows and equal in height to windows on the same floor.



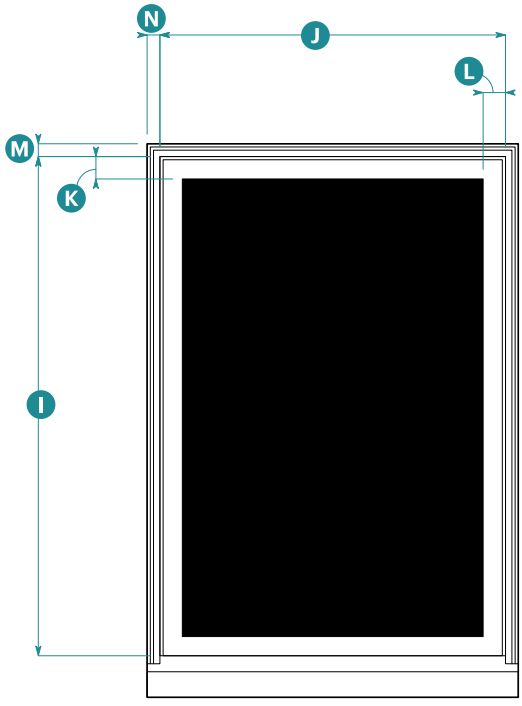
Upper Floor Typical Window Elevation
6 over 6



Ground Floor Typical Window Elevation
6 over 9



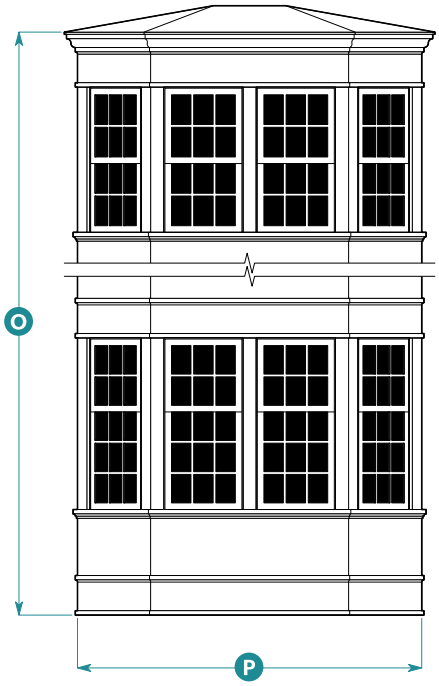
Upper Floor Picture Window Elevation



Ground Floor Picture Window Elevation



Bay Window Plan

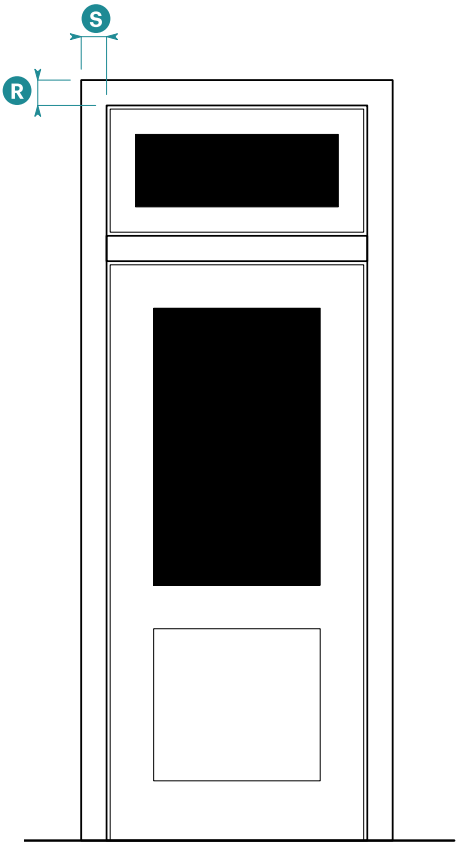


Bay Window Elevation

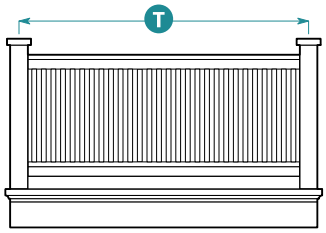
10. Bay Windows		
Form		
Type	Chamfered	
Interior Angle	30 degrees min.; 55 degrees max.	
Number of Faces	3 or 5	
Size		
Height		O
On buildings with heights up to 3 stories	2 stories max.	
On buildings with heights above 3 stories	2 stories plus 1 additional story for each building story over 3 max.	
Width	6'0" min.; 12'0" max.	P
Depth	1'0" min.; 3'0" max.	Q
Cornice Types		
Cornice wraps bay.		
Bay stops below building cornice (bay has own cornice).		

10. Bay Windows (Continued)
Bay returns into building cornice (bay never projects above the building cornice).
Additional Standards
Bay depth not allowed to project beyond cornice depth.
Multi-story bay window form shall be vertically continuous.
Continuous horizontal articulation on building shall wrap bay form.

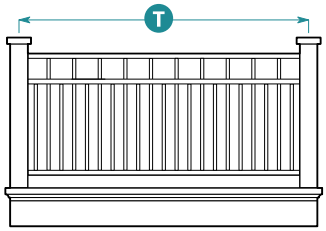
11. Dormers
Because this style does not allow sloped roofs, dormers shall not be used.



Entry Door Elevation



Type 1
Square Guardrail

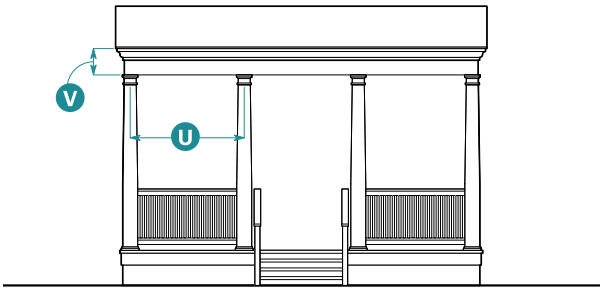


Type 2
Decorative Metal Guardrail

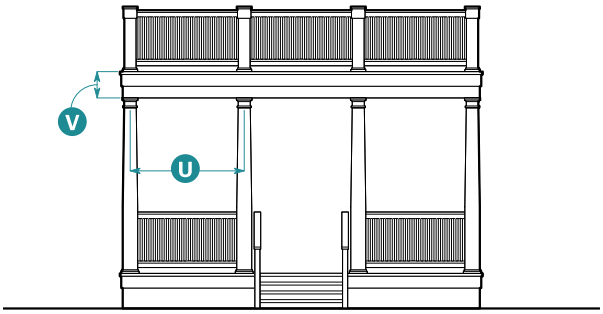
Balcony Front Elevation

12. Entry Doors		
Door		
Number of Panels	2 min.	
Surround		
Head Width	4" min.	R
Jamb Width	4" min.	S
Additional Elements		
Transom	Allowed	
Pediment	Allowed	

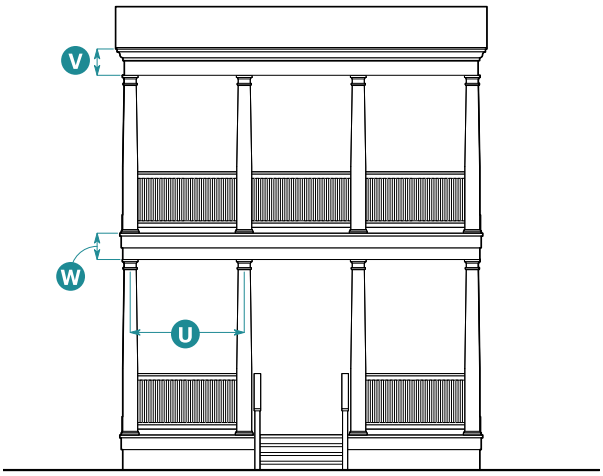
13. Balconies		
Allowed Materials		
Type 1 - Square Guardrail		
Post, Baluster, Handrail, Fascia, and Brackets	Metal, composite wood, wood	
Type 2 - Decorative Metal Guardrail		
Post, Handrail, Fascia, and Brackets	Metal, composite wood, wood	
Baluster	Metal	
Size		
Overall Balcony Width	10'0" max.	
Width Between Posts	3' min.	T



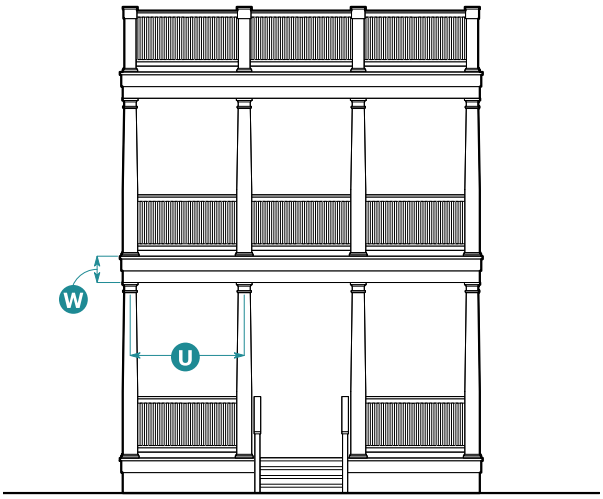
One-Story Porch



One-Story Porch with Deck Above

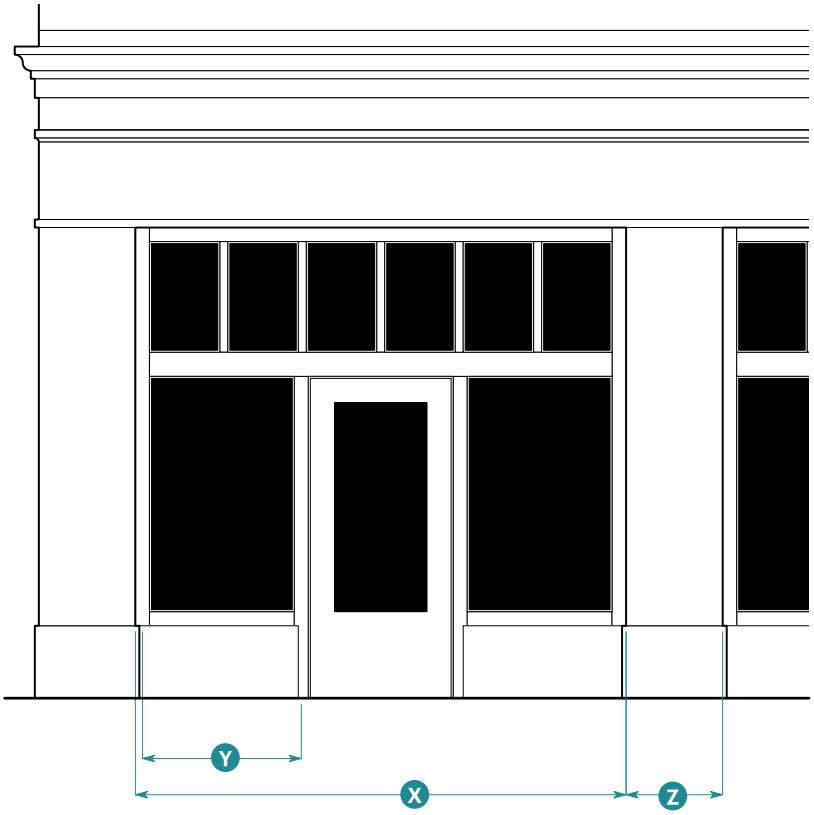


Two-Story Porch

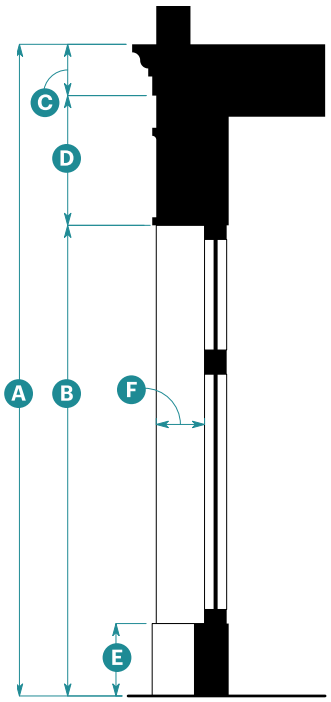


Two-Story Porch with Deck Above

14. Porches		
Columns		
Shape	Clearly defined capital, base, and shaft; shaft either turned with entasis or square stock with optional detailing	
Diameter	8" min.	
Spacing	6'6" max. on center	U
Entablature		
Height of Topmost Entablature		
Overall	1'6" min.	V
Fascia	10" min.	
Height of Floor-to-Floor Entablature		
Overall	10" min.	W



Storefront Elevation



Storefront Section

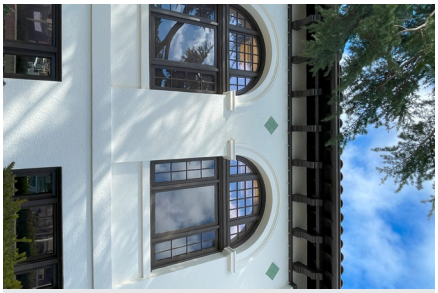
15. Storefronts		
Width		
Storefront Module	10'0" min.; 15'0" max.	X
Display Window	3'0" min.; 4'0" max.	Y
Distance Between Storefront Modules	1'6" min.; 2'6" max.	Z
Height		
Overall	13'0" min.	A
Head Height	10'0" min.	B
Cornice	10" min.	C
Signage Band	1'8" min.	D
Base	1'0" min.; 2'0" max.	E
Horizontal Recess		
Depth	6" min.; 2'0" max.	F

Base shall be continuous, unless divided by pilaster, and align with base height of building (if any).

Cornice shall be continuous.

16. Materials	
Element	**Allowed Materials**
Wall	
Wall Cladding	Brick, stucco
Base	
Base or Foundation	Brick, stone
Windows, Bay Windows, and Entry Doors	
Lintel	Stone, concrete
Entry Door	Wood, aluminum-clad wood, aluminum
Window Frames	Wood, aluminum clad wood, aluminum, fiberglass
Glazing	Clear glass; shall not be tinted, mirrored, or colored
Balconies	
See Subsection 13 (Balconies) for allowed materials.	
Porches	
Columns	Composite wood, wood, cast stone, metal
Railing	Composite wood, wood, metal
Storefronts	
Storefront	Composite wood, wood, metal
Storefront Base	Wood panels, brick, stone tile, fiber cement

10-20.08.080 Mediterranean









General note: The images above and the descriptions in Subsections 1 and 2 below are intended to provide a brief overview of the architectural style and are descriptive, not regulatory.

1. Description of Style

Mediterranean style buildings in Marin County draw from Spanish Colonial, Pueblo, and Spanish Revival influences. These buildings combine austere wall planes with punched, recessed openings for windows.

2. Typical Characteristics

- Low-pitched gabled or hipped roofs clad in red tile with open eaves
- Flat, rectilinear wall plane with vertically proportioned punched openings without trim
- Stucco as primary facade material with stucco or wood attached elements

Elements of Mediterranean Style – Multifamily Prototype

Note: The image below is intended to provide a reference for architectural elements and is illustrative, not regulatory. It is not an exhaustive list of applicable standards.



Prototypical Building Elevation

3. Wall

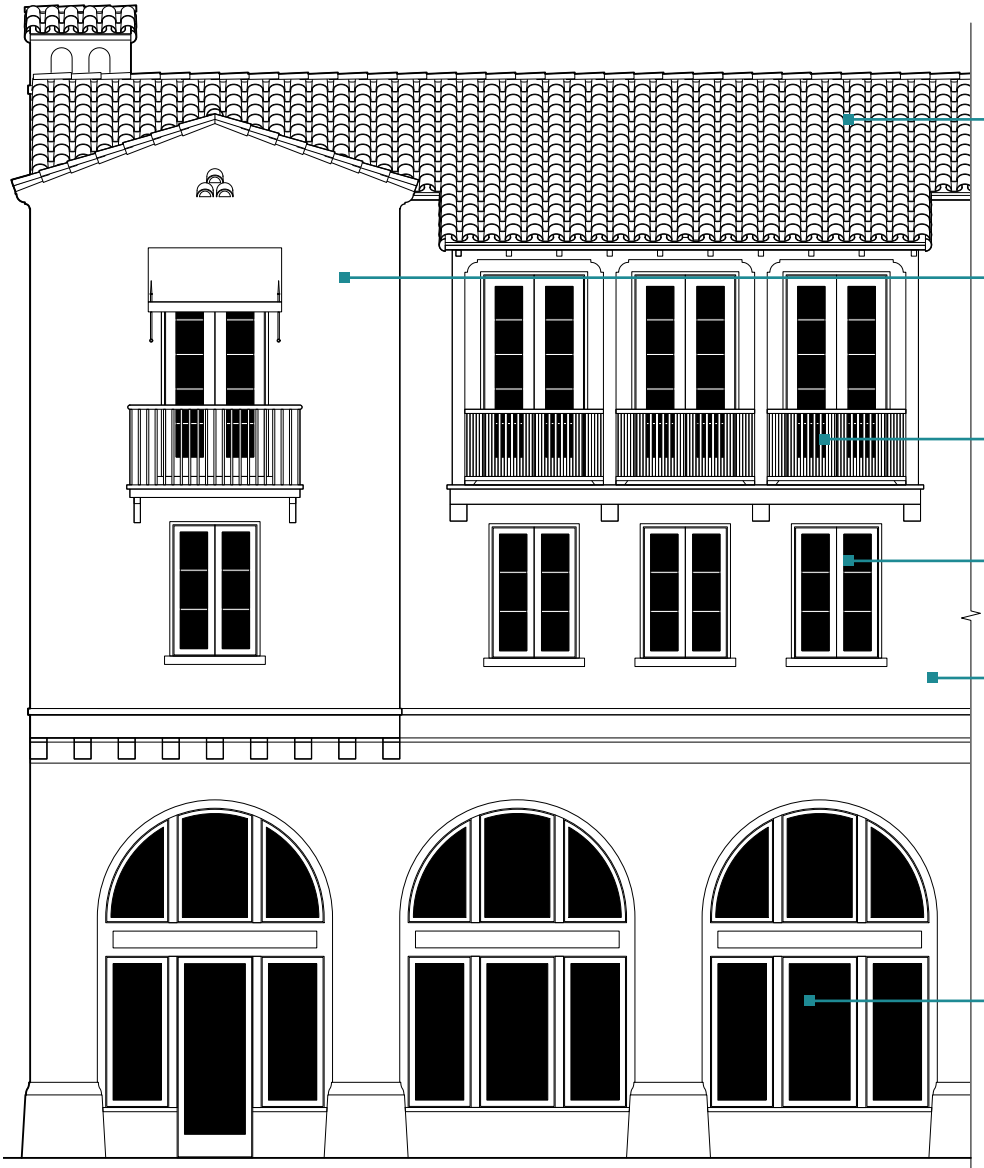
No wall standards apply to this style. See Subsection 16 (Materials) for materials standards.

4. Base

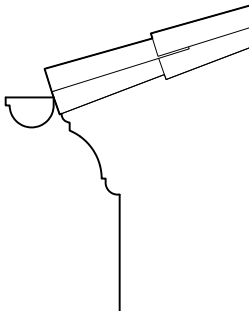
None required

Elements of Mediterranean Style – Mixed-Use Prototype

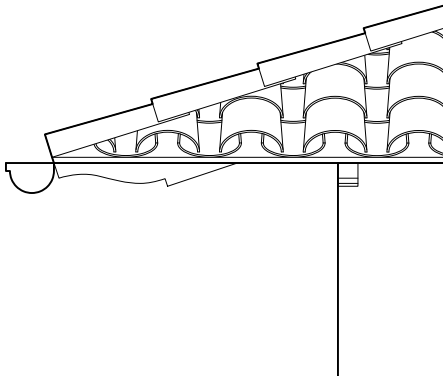
Note: The image below is intended to provide a reference for architectural elements and is illustrative, not regulatory. It is not an exhaustive list of applicable standards.



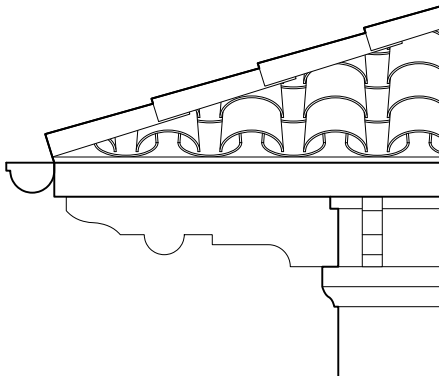
Prototypical Building Elevation



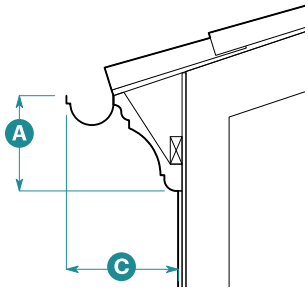
Closed Eave Elevation



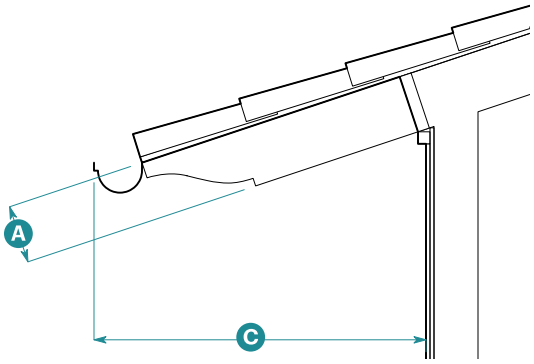
Open Eave Elevation



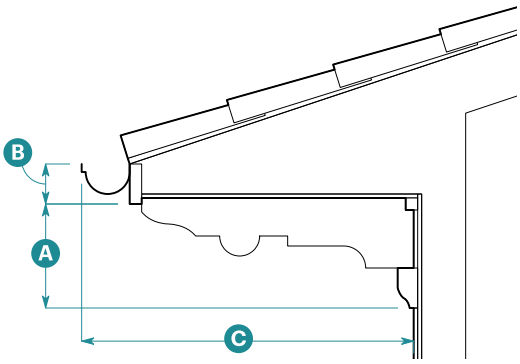
Returned Eave Elevation



Closed Eave Section



Open Eave Section



Returned Eave Section

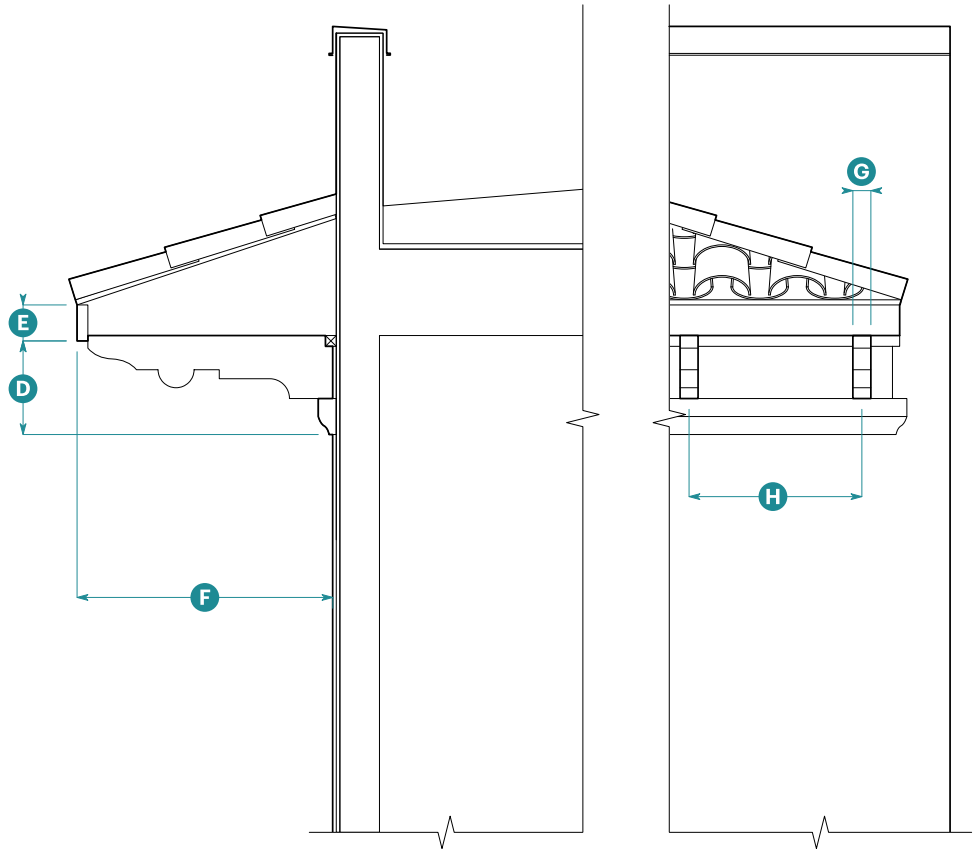
5. Building Roof		
Building Roof Standards	**Sloped Roof**	**Flat Roof**
Applicable Subsections		
Subsection 6 (Rake)	A	N/A
Subsection 7 (Eave)	A	N/A
Subsection 8 (Parapet)	N/A	A
Form		
Pitch	4:12 min.; 6:12 max.	N/A

6. Rake
No specialized rake profile

7. Eave				
Standards	**Closed**	**Open**	**Returned**	
Height				
Supporting Element	1'0" min.	8" min.	1'0" min.	A
Fascia	None	None	6" min.	B
Horizontal Projection [1]				
Overall	1'0" min.	3'0" min.	2'6" min.	C

[1] Horizontal projection includes gutter.

A = Applicable N/A = Not Applicable



Parapet Section

Parapet Elevation

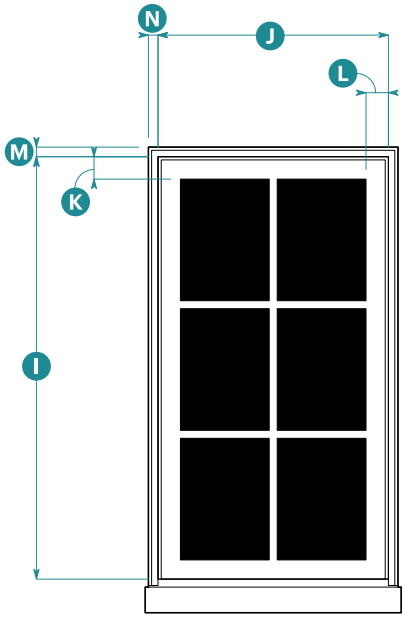
8. Parapet		
Height		
Supporting Element	1'8" min.	D
Fascia	6" min.	E
Horizontal Projection [2]		
Overall	2'0" min.	F
Continuous cornice required on all street facing facades.		
Required Ornament		
Type	Brackets	
Width	3" min.	G
Spacing	24" max. on center	H
Placement	Below fascia	

[2] Horizontal projection includes gutter.

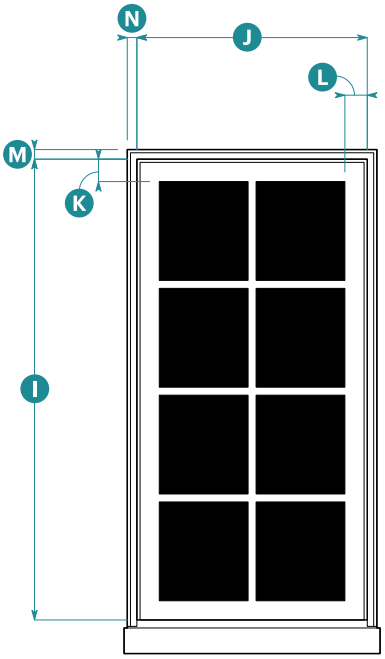
9. Windows		
Opening		
Proportion, Height (I) to Width (J) [3]		
Ground Floor	2.0 min.	
Upper Floor	1.75 min.	
Dormer	See Subsection 11 (Dormers) for standards.	
Typical Sizes, Width (J) x Height (I)		
Ground Floor, Typical	3'0" x 6'0"	
Ground Floor, Ganged	2'4" x 6'0"	
Ground Floor, Picture	4'6" x 6'0"	
Upper Floor, Typical	3'0" x 5'6"	
Upper Floor, Ganged	2'4" x 5'6"	
Upper Floor, Picture	4'6" x 5'6"	
Privacy	2'0" x 4'0"	
Shape	Square, arched	
Operation	Casement	
Window		
Glazing Divisions	6 parts or 8 parts	
Frame Width (Frame + Sash)		
At Rail	2.5" min. ± 1/4"	(K)
At Stile	2.5" min. ± 1/4"	(L)
Molding Widths		
Head	2" min.	(M)
Jamb	2" min.	(N)
Apron	None required	
Window Frame Recess		
Depth	2" min.	
Sill		
Depth	2" min.	
Pediment		
Allowed	No	
Mullions		
Mullions required between ganged windows.		

"Typical" refers to a regular recurring window (i.e., size or lite pattern) on a facade.

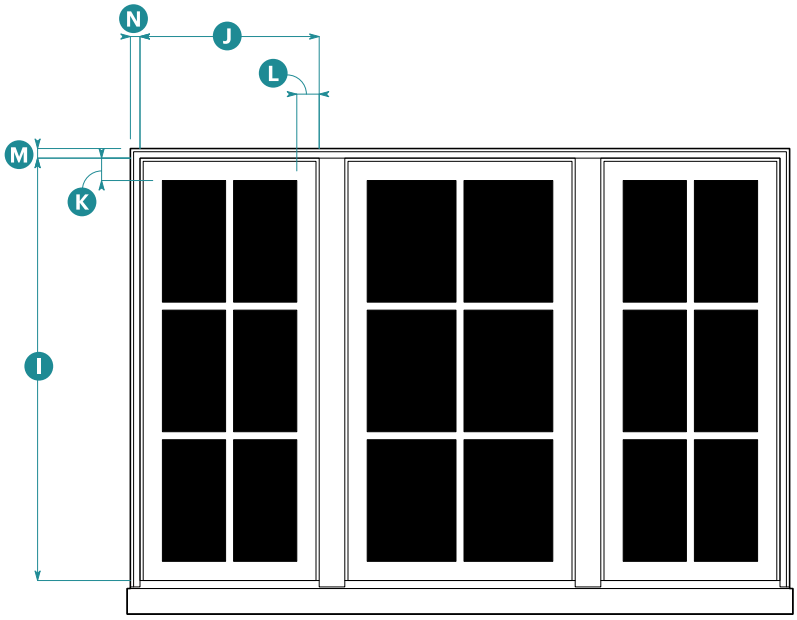
[3] Picture windows shall be wider than typical windows and equal in height to windows on the same floor.



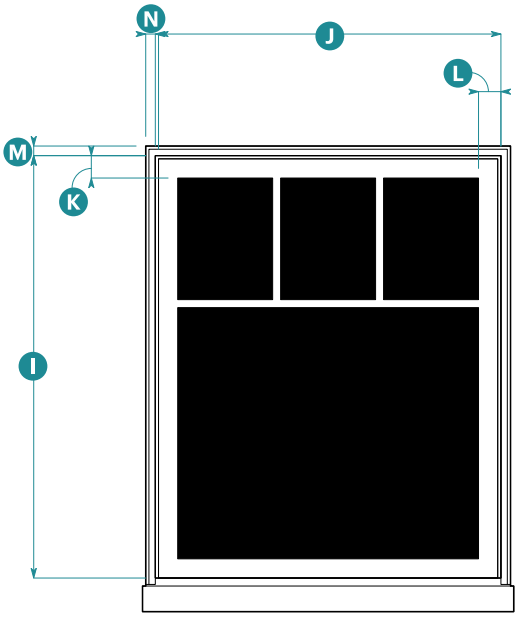
Upper Floor Typical Window Elevation
6 parts



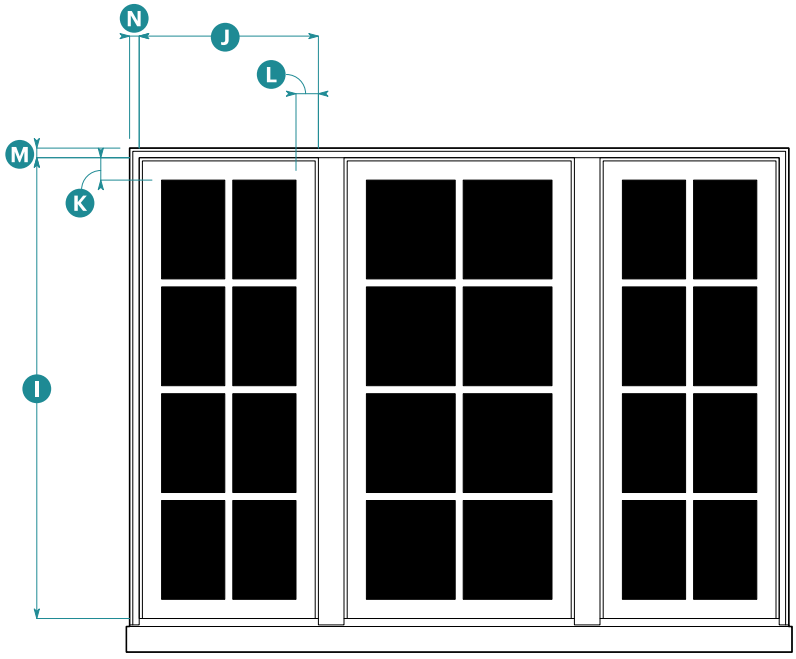
Ground Floor Typical Window Elevation
8 parts



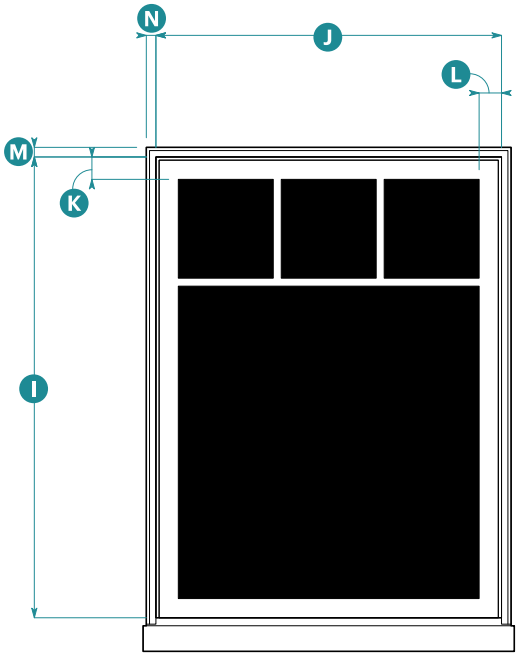
Upper Floor Ganged Window Elevation
6 parts



Upper Floor Picture Window Elevation



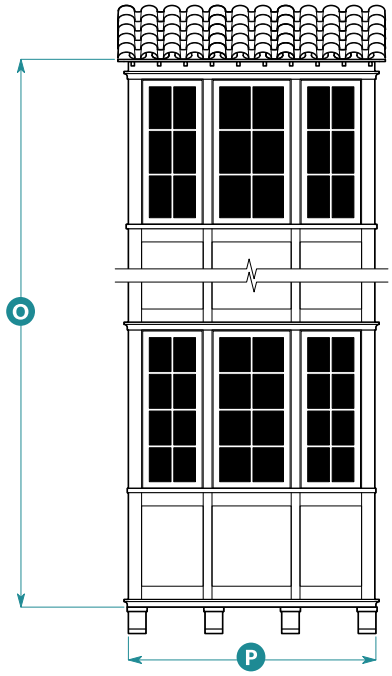
Ground Floor Ganged Window Elevation
8 parts



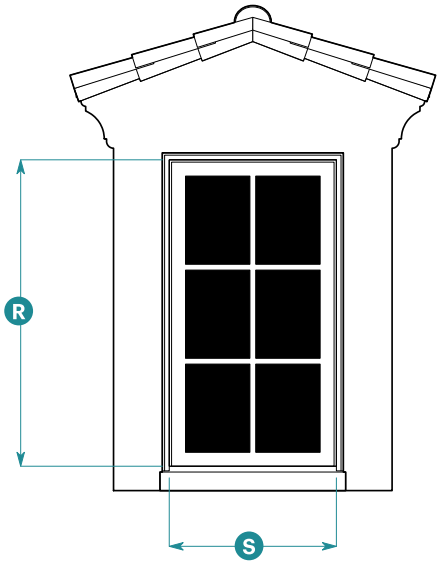
Ground Floor Picture Window Elevation



Bay Window Plan



Bay Window Elevation

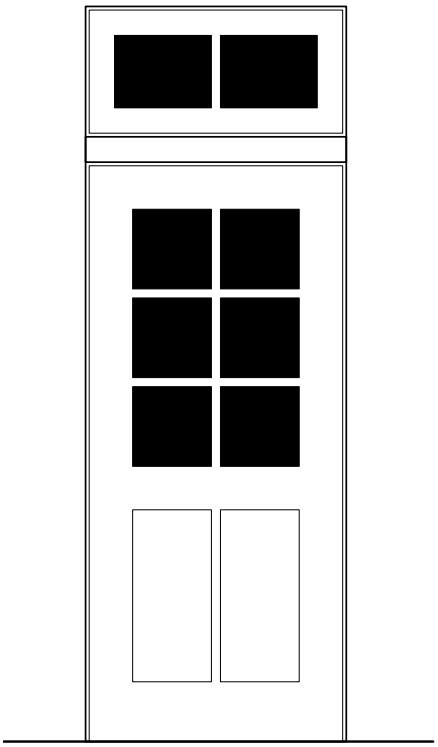


Dormer Elevation

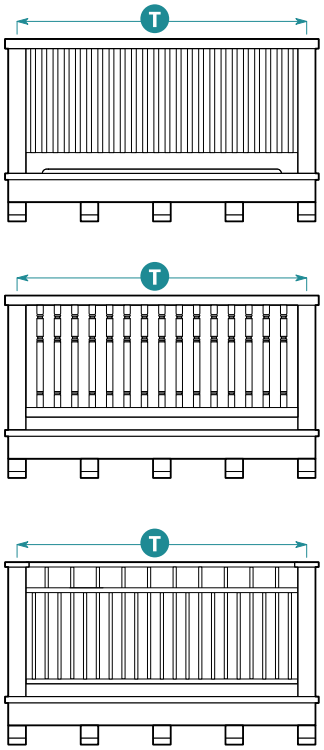
10. Bay Windows		
Form		
Type	Square	
Size		
Height		O
On buildings with heights up to 3 stories	2 stories max.	
On buildings with heights above 3 stories	2 stories plus 1 additional story for each building story over 3 max.	
Width	6'0" min.; 12'0" max.	P
Depth	1'0" min.; 3'0" max.	Q
Cornice Types		
Building eave wraps bay.		
Bay stops below building eave (bay has own cornice).		
Bay returns into building eave (bay never projects above the building eave).		
Additional Standards		
Bay depth not allowed to project beyond eave depth.		

10. Bay Windows (Continued)
Multi-story bay window form shall be vertically continuous.
Continuous horizontal articulation on building shall wrap bay form.
Corner bay may be turned on side to be rotated 45 degrees from building corner.

11. Dormers	
Roof Form	
Type	Gable
Pitch	4:12 min.; 8:12 max.
Window	
Proportion, Height R to Width S	1.75 min.
Width	3'0" min. S
Pediment	
Allowed	No
Dormers allowed for buildings with half stories.	
See Subsections 6 (Rake), 7 (Eave), and 9 (Windows) for additional standards.	



Entry Door Elevation



Type 1
Square Guardrail

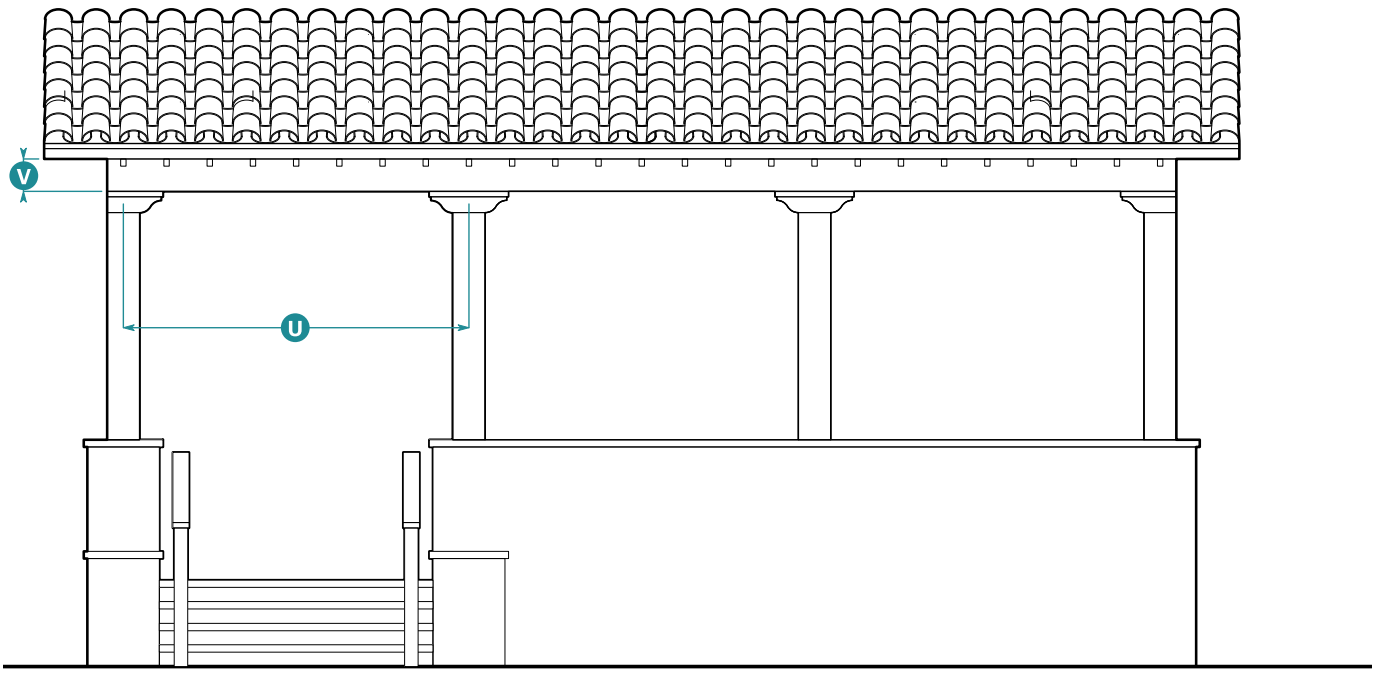
Type 2
Turned Guardrail

Type 3
Decorative Metal Guardrail

Balcony Front Elevation

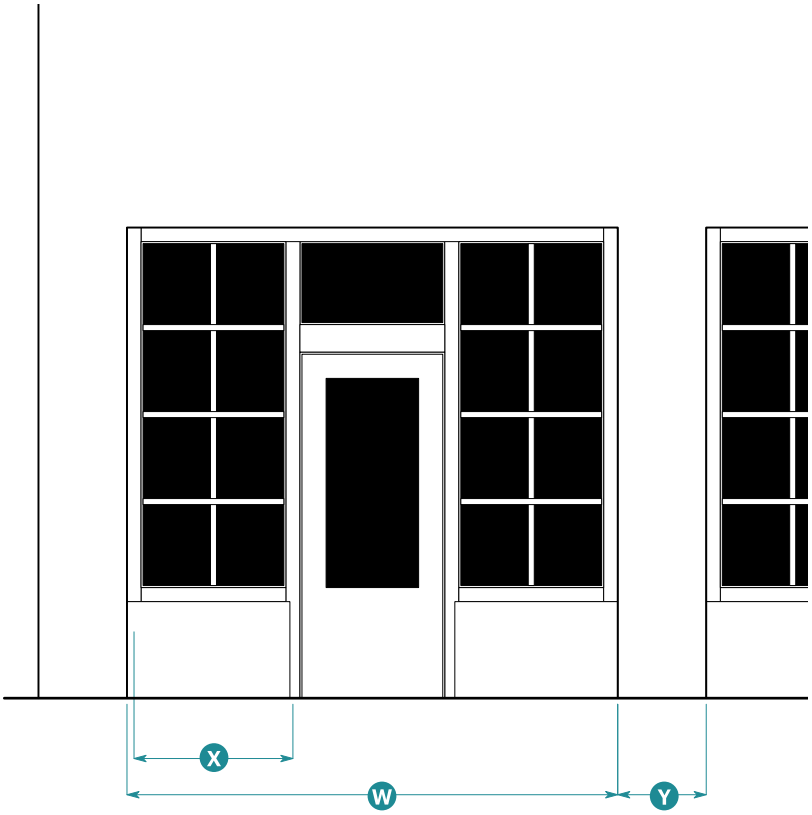
12. Entry Doors	
Door	
Number of Panels	2 min.
Surround	
None required	
Additional Elements	
Transom	Allowed
Pediment	Not Allowed

13. Balconies		
Allowed Materials		
Type 1 - Square Guardrail		
Post, Baluster, Handrail, Fascia, and Brackets	Metal, composite wood, wood	
Type 2 - Turned Guardrail		
Post, Baluster, Handrail, Fascia, and Brackets	Metal, composite wood, wood	
Type 3 - Decorative Metal Guardrail		
Post, Handrail, Fascia, and Brackets	Metal, composite wood, wood	
Baluster	Metal	
Size		
Overall Balcony Width	10'0" max.	
Width Between Posts	3' min.	T

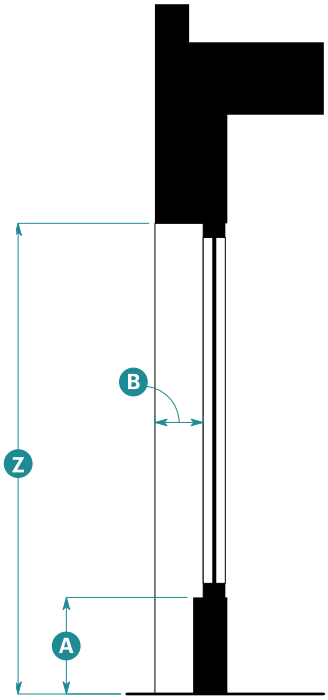


Porch Elevation

14. Porches		
Columns		
Shape	Square or round, with capitals or brackets	
Diameter	8" min.	
Spacing	9'0" max. on center	U
Entablature		
Overall	10" min.	V



Storefront Elevation



Storefront Section

15. Storefronts		
Width		
Storefront Module	10'0" min.; 15'0" max.	W
Display Window	3'0" min.; 4'0" max.	X
Distance Between Storefront Modules	1'6" min.; 2'6" max.	Y
Height		
Head Height	11'0" min.	Z
Cornice	None	
Signage Band	None	
Base	1'0" min.; 2'0" max.	A
Horizontal Recess		
Depth	6" min.; 9" max.	B

Base shall be continuous, unless divided by pilaster, and align with base height of building (if any).

16. Materials	
Element	**Allowed Materials**
Wall	
Wall Cladding	Stucco
Roof and Roof Elements	
Roofing	Terracotta clay barrel tiles
Rake and Eave	Wood, composite wood, stucco
Cornice	Wood, composite wood, stucco
Brackets	Composite wood, wood, or fiberglass
Gutter	Metal half-round
Windows, Bay Windows, and Entry Doors	
Entry Door	Wood, aluminum, fiberglass, composite
Window Frames	Wood, aluminum-clad wood, aluminum, fiberglass
Sill	Stucco, cast stone
Glazing	Clear glass; shall not be tinted, mirrored, or colored
Balconies	
See Subsection 13 (Balconies) for allowed materials.	
Porches	
Columns	Composite wood, wood, fiberglass, metal
Railing	Wood, wrought iron
Storefronts	
Storefront	Composite wood, wood, metal
Storefront Base	Stucco, tile

Article 9: Specific to Signage Types

Sections:

10-20.09.010 Signage Standards

10-20.09.010 Signage Standards

All signage shall comply with the standards in Title 10, Chapter 9 (Signs).

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Article 10: Specific to Large Sites

Sections:

10-20.10.010 Purpose
10-20.10.020 General to Walkable Community Design
10-20.10.030 Walkable Neighborhood Plan
10-20.10.040 General to Civic Space

10-20.10.010 Purpose

This Article establishes standards to create walkable neighborhoods.

1. Development subject to this Article is required to create and reinforce walkable neighborhoods with a mix of housing, civic, retail, and service uses within a compact, walkable, and transit-friendly environment.
2. Developments in compliance with this Section shall achieve the following goals:
    A. Improve the built environment and human habitat;
    B. Promote development patterns that support safe, effective, and multi-modal transportation options, including auto, pedestrian, bicycle, and transit;
    C. Reduce vehicle traffic and support transit by providing for a mixture of land uses, highly interconnected block and street network, and compact community form;
    D. Generate or reinforce neighborhoods with a variety of housing types to serve the needs of a diverse population;
    E. Promote the health benefits of walkable environments;
    F. Generate pedestrian-oriented and scaled neighborhoods where the automobile is accommodated but does not dominate the streetscapes;
    G. Reinforce the unique identity of the Town and build upon the local context, climate, and history;
    H. Realize development based on the patterns of existing walkable neighborhoods; and
    I. Design that suits specific topographical, environmental, development site layout, and design constraints unique to the development site.

10-20.10.020 General to Walkable Community Design

1. Developments of at least three acres or at least 700 feet long or deep shall be designed per the following standards:

   A. Developments of three acres or less, see Figure 1 [Walkable Neighborhood Plan Design Process Overview for Large Sites (1 to three acres)]; or

   B. Developments over three acres, see Figure 2 [Walkable Neighborhood Plan Design Process Overview for Large Sites (Over three acres)]; and

   C. **Walkable Neighborhood Plan (WNP).** Proposed development is required to include a Walkable Neighborhood Plan (WNP) in compliance with this Subsection that identifies the proposed and existing blocks, civic and open spaces, and streets within 1,500 linear feet of the proposed development. WNPs shall include the information required in Section 10-20.10.030 (Walkable Neighborhood Plan).

2. **Civic Space Required**

   A. Civic space shall be provided in compliance with Section 10-20.10.040 (General to Civic Space).

   B. A minimum of 10 percent of the total development area, after subtracting street right-of ways, is required.

3. **Streets.** Streets are to be applied to create walkable neighborhoods with redundant routes for vehicular, bicycle, and pedestrian circulation.

   A. New streets are required to meet the standards in Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges), including maximum slope.

   B. Required streets, indicated on the Zone Map or a Site Development Regulating Plan may be adjusted from their identified location by up to 100 feet in either direction.

   C. The WNP shall identify the proposed street and block network.

   D. Streets that pass from one zone to another may transition in their streetscape along the street's edges. For example, while a street within a more intense zone (e.g., MS.S) with retail shops may have wide sidewalks with trees in grates, it may transition to a narrower sidewalk with a planting strip within a less intense zone (e.g., N.S) with lower intensity residential building types.

4. **Alleys**

   A. Existing alleys may be removed if street access is provided to the development sites on those blocks in compliance with the access standards of the zone.

   B. Alleys may be added in compliance with Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges) and in compliance with Table A (Block Size Standards).

   C. Development sites adjoining an alley and/or with a slope greater than six percent may be reduced in depth by up to 10 feet of the required depth. Rear setbacks may be reduced as allowed by Section 10-20.11.030 (Adjustment to Standards). Front setbacks shall not be reduced.

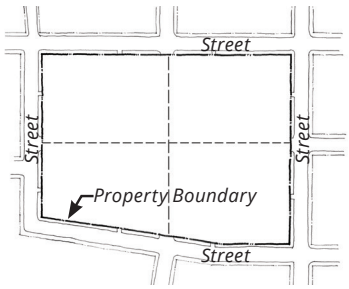
5. **External Connectivity**

   A. The arrangement of streets shall provide for the alignment and continuation of existing or proposed streets into adjoining lands where the adjoining lands are undeveloped and intended for future development, or where the adjoining lands are undeveloped and include opportunities for such connections.

Figure 10-20.10.020.1: Walkable Neighborhood Plan Design Process Overview for Large Sites (One to Three Acres)

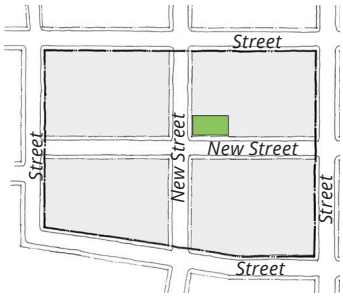
1 Blocks

Divide development area to create smaller blocks and a network of interconnected streets, see Table A (Block Size Standards).



2 Streets/Civic Space

A. Introduce new streets in compliance with Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges).
B. Identify at least 10% of the development area as new civic space. 10% is calculated after subtracting street ROWs.



3 Alleys

If rear vehicular access is preferred, introduce alleys to provide access to development sites and maintain a continuous streetscape without the interruption of driveways.



4 Zones

Apply zones to implement the intended physical character in compliance with Subsection 10-20.10.020.7.



Neighborhood.Small
Neighborhood.Medium
Main Street.Small

5 Development Sites

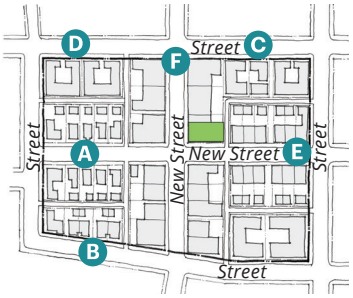
For each block, select at least two building types from the allowable building types in Subsection 3 of each zone and introduce development sites[1] within each block based on the required development site width and depth.



[1] Development site lines may be permanently recorded by the applicant.

6 Buildings

Show the different building types in each block, and identify the selected frontage types for each development site. See Subsection 8 of each zone and check Section 10-20.10.030 (Walkable Neighborhood Plan) for all standards.



A House
B Duplex
C Multiplex
D Neighborhood Courtyard
E Neighborhood Townhouse
F Main Street Building

Figure 10-20.10.020.2: Walkable Neighborhood Plan Design Process Overview for Large Sites (Over Three Acres)

1 Blocks

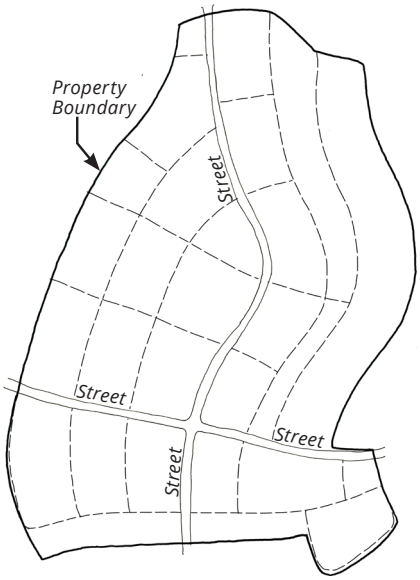
Divide development area to create smaller blocks and a network of interconnected streets, see Table A (Block Size Standards).

2 Streets/Civic Space

A. Introduce new streets in compliance with Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges).
B. Identify at least 10% of the development area as new civic space. 10% is calculated after subtracting street ROWs.

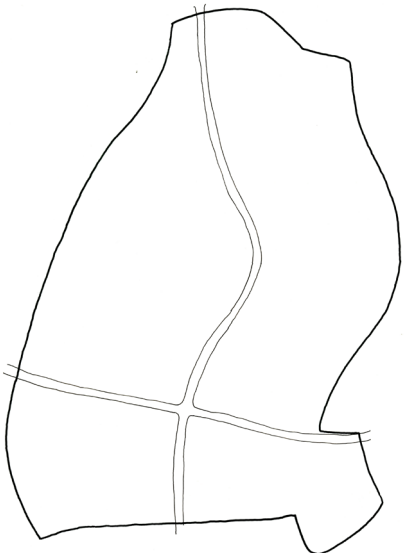
3 Alleys

If rear vehicular access is preferred, introduce alleys to provide access to development sites and maintain a continuous streetscape without the interruption of driveways.









Existing Site

Development area with existing streets and superblocks

Figure 10-20.10.020.2: Walkable Neighborhood Plan Design Process Overview for Large Sites (Over Three Acres) (Continued)

4 Zones

Apply zones to implement the intended physical character, in compliance with Subsection 10-20.10.020.7.

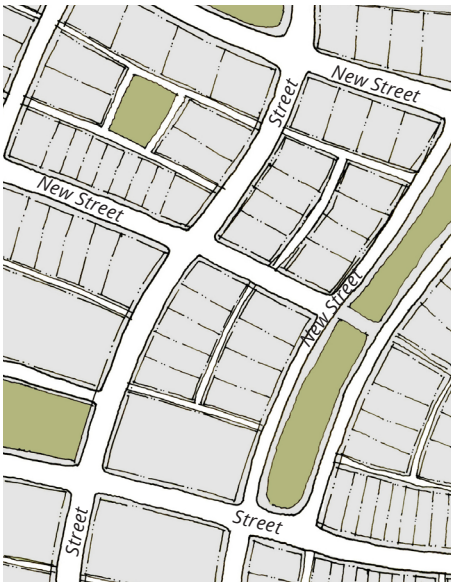
5 Development Sites

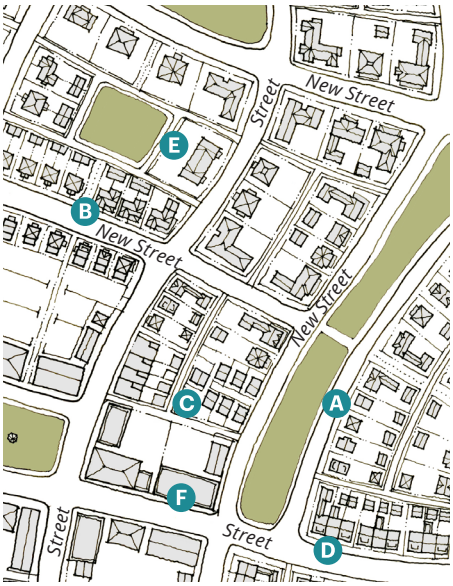
For each block, select at least two building types from the allowable building types in Subsection 3 of each zone and introduce development sites[1] within each block based on the required development site width and depth.

6 Buildings

Show the different building types in each block, and identify the selected frontage types for each development site. See Subsection 8 of each zone and check Section 10-20.10.030 (Walkable Neighborhood Plan) for all standards.







Neighborhood.Small
Neighborhood.Medium
Main Street.Small

[1] *Development site lines may be permanently recorded by the applicant.*

A *House*
B *Duplex*
C *Cottage Court*
D *Neighborhood Townhouse*
E *Multiplex*
F *Main Street Building*

B. Street rights-of-way shall be extended to or along adjoining property boundaries to provide a roadway connection or street stub for development, in compliance with Table A (Block Size Standards), for each direction (north, south, east, and west) in which development abuts vacant land.

C. Right-of-way stubs shall be identified and include a notation that all stubs are to connect with future streets on adjoining property and be designed to transition in compliance with Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges).

D. New dead-end streets and cul-de-sacs are not allowed, except when the grade of the new street exceeds 15 percent.

6. **Block Size** (New Blocks and Blocks to be Modified)

A. Individual block lengths and the total block perimeter shall be in compliance with the standards in Table A (Block Size Standards).

B. If a block contains multiple zones, the most intense zone is to be used to establish the standards for block size.

C. Blocks shall be a minimum width to result in two halves of developable development sites in compliance with the development site depth standards for the allowed building types in the zone. A single half is allowed when adjoining an existing half-block.

D. Blocks shall be designed so that new streets and building sites conform with Section 10-20.04.050 (Slope Standards).

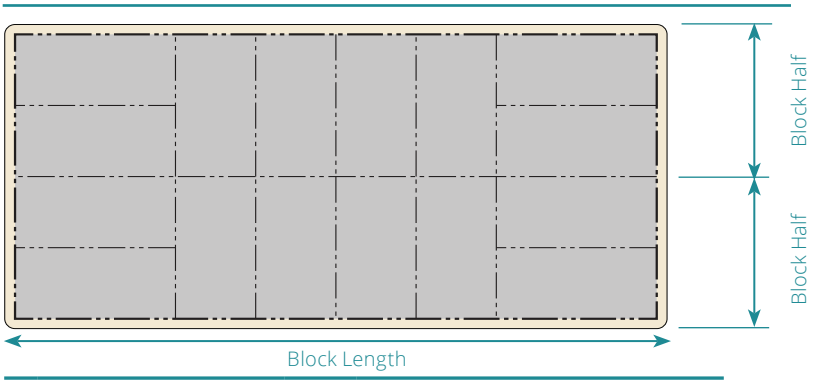
E. Blocks may be uniquely shaped in compliance with the standards in Table A (Block Size Standards), and the allowed adjustments in Table 10-20.11.030.A (Adjustments to Standards for Development Sites Less Than 6% Slope) and Table 11.030.B (Adjustments to Standards for Development Sites Over 6% Slope).

Table 10-20.10.020.A: Block Size Standards

Zone	Length	Passage Required[1]	Perimeter Length
N.S	600' max.	Yes	2,000' max.
N.M	600' max.	Yes	2,000' max.
MS.S	600' max.	Yes	2,000' max.

[1] In compliance with the standards for a Passage in Subsection 10-20.10.040.13 (Passage)

Figure 10-20.10.020.3 Block Size



7. **Stormwater Management**

A. **Integrated Design**

(1) Stormwater management is required through a system that is integral to the streetscapes and/or the civic and open space(s) in the development.

(2) The WNP shall identify the area(s) being proposed for managing stormwater. These areas are required to be a combination of the following:

(a) Swale within a planted median;

(b) Swale within a continuous tree planter adjacent to the travel lane;

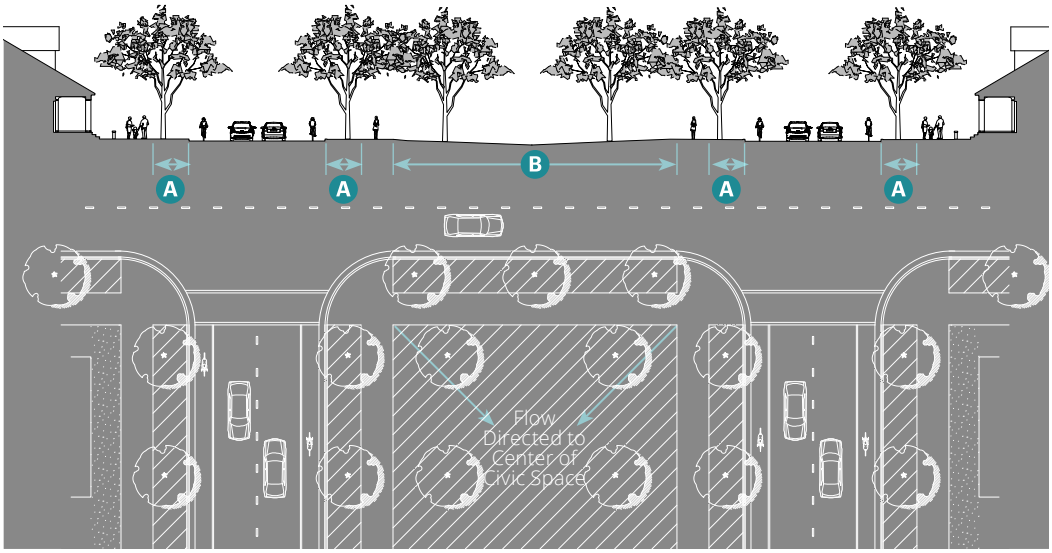
(c) Pond or other water body; and/or

(d) Areas within an allowed civic space type.

(3) The area(s) used for stormwater management is to be designed for both seasonal temporary on-site retention of stormwater and as public open space for the neighborhood(s) accessible to the public.

(4) The stormwater management area(s) may connect with those of adjacent development(s).

Figure 10-20.10.020.4 Stormwater Management Diagram



Potential Area for Stormwater Management

A Planted Swale

B Civic Space Graded to also Accommodate Stormwater

8. **Applying Zones**

A. **Allocation of Zones.** The WNP shall map the proposed zones on the proposed blocks and any existing blocks in the development in compliance with the following:

(1) Sites less than three acres are required to apply one zone, using only the zones established in Article 3 (Zones); or

(2) Sites greater than three acres and up to 20 acres shall apply at least two zones using only the zones established in Article 3 (Zones); or

(3) Sites over 20 acres shall apply zones in compliance with the allocation mix standards in Table B (Required Allocation Mix of Zones).

B. **Organization of Zones.** Zones shall be organized and mapped in a manner that responds appropriately to the various development site conditions. When applying or amending zone boundaries, more intense zones (i.e., MS.S) shall be organized around a neighborhood main street, civic or open space, transit stop, or civic building locations suitable for greater intensities. These areas shall not be located on slopes greater than six percent.

C. **Transition between Zones.** Transitions between zones shall occur within the block or across alleys along the adjacent prevailing slope.

Table 10-20.10.020.B: Required Allocation Mix of Zones

Zone	Minimum % of Land[1]	Maximum % of Land[1]
Walkable Development	**Total to not exceed 100%**	
N.S	10%	40%
N.M	25%	40%
MS.S	None	25%
Walkable Development within 1,500 feet of transit stop[2]	**Total to not exceed 100%**	
N.S	30%	50%
N.M	40%	70%
MS.S	None	30%

[1] Net area after subtracting rights-of-way for streets and open/civic space

[2] A high-frequency transit stop with approximately 15-minutes between arriving buses

10-20.10.030 Walkable Neighborhood Plan

1. **Walkable Neighborhood Plan (WNP) Standards**

   A. **Organization.** Each WNP is required to:

      (1) Identify the zone(s), civic space(s), street and block network, as allowed to be adjusted by Table 10-20.11.030.A (Adjustments to Standards for Development Sites Less than 6% Slope) and Table 10-20.11.030.B (Adjustments to Standards for Development Sites Over 6% Slope); and

      (2) Be in compliance with the design standards of Section 10-20.10.020 (General to Walkable Community Design).

2. **Required Content**

   A. **General.** Each WNP shall include the following information:

      (1) Boundaries of the proposed development;

      (2) Existing and proposed blocks within 1,500 linear feet of the development boundaries;

      (3) Open space not to be developed (if any);

      (4) Civic space, in compliance with Section 10-20.10.040 (General to Civic Space); and

      (5) Mapping of proposed zones in compliance with Subsection 10-20.10.020.8 (Applying Zones).

   B. **Illustrative Site Plan**

      (1) The proposed physical character of the WNP shall be identified on an Illustrative Plan showing, in plan view, the proposed building types and private frontage types on each block and the proposed public frontage types showing proposed trees and landscaping along streets and in civic space types.

      (2) As individual needs of a development may change over time, the building types specified in the WNP may be substituted with other building types allowed by the zone in compliance with the zone standards.

3. **Required Mix of Building Types and Private Frontage Types**

   A. The WNP shall maintain a mix of at least two different building types and two different private frontage types within each block, using only the types allowed in the zone(s).

   B. The WNP shall maintain a mix of at least two different architectural styles within each block.

   C. The WNP shall show dimensioned block depths for both halves of each block to demonstrate compliance with the minimum development site depth required for the building types in each zone.

   D. The applicant may choose to show the shortest minimum development site depth allowed in each zone with an acknowledgement that the selected depth may not accommodate the full range of building types allowed by the zone.

10-20.10.040 General to Civic Space

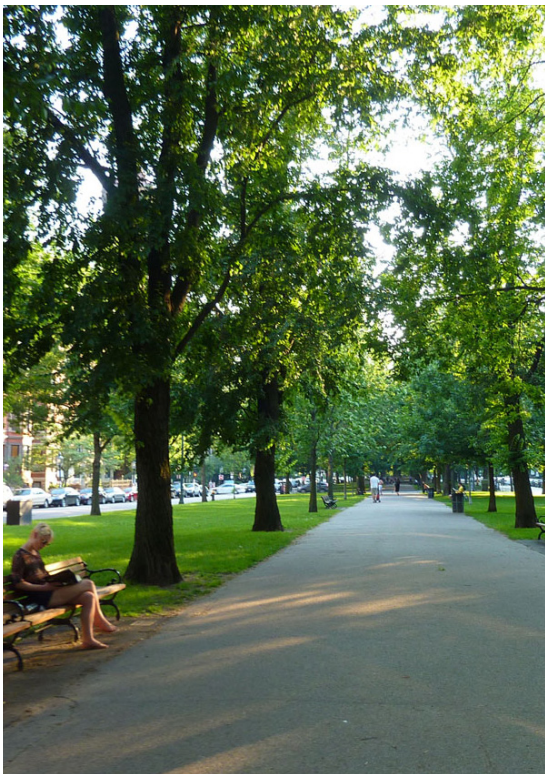
1. The WNP shall identify open spaces and civic space types in compliance with the following standards and the standards of Table A (Civic Space Types Overview).
2. When hillsides are within the development, the hillside ridge(s) shall be the location for civic and open space.
3. Required civic and open space identified on the Zone Map or Site Development Regulating Plan may be adjusted from its identified location by up to 100 feet in any direction.
4. Public access and visibility is required along public parks, natural open spaces, and civic uses, including creeks and drainages and stormwater management areas, and shall be fronted by:
    A. Single-loaded frontage streets (those with development on one side and open space on the other);
    B. Bike and pedestrian paths; or
    C. Other methods of frontage that provide similar access and visibility to the open space allowed in the zone. Such access may be provided through public easements or other similar methods.
5. **Amount of Civic Space Required.** As required by Subsection 10-20.10.020.2, development of development sites are required to set aside a minimum area of the development site as civic space. One or more civic spaces may be used to meet the required area.
6. **Building Frontage Along or Adjacent to a Civic Space.** The facades on building development sites attached to or across a street from a civic space shall be designed as a "front" on to the civic space, in compliance with Subsection 5 and Subsection 8 of the zone.
7. **Civic Space Types Overview.** This Subsection identifies the allowed civic space types and standards for improvements to existing civic spaces and for construction of new civic spaces. For each civic space type, Subsection 1 and Subsection 3 are regulatory, and Subsection 2 and Subsection 4 are non-regulatory. Allowed civic space types are identified in Table A (Civic Space Types Overview).

Table 10-20.10.040.A: Civic Space Types Overview

		Zones		
	Specific Standards	**N.S**	**N.M**	**MS.S**
Greenway	10-20.10.040.8	P	P	X
Green	10-20.10.040.9	P	P	X
Plaza	10-20.10.040.10	X	X	P
Playground	10-20.10.040.11	P	P	P
Community Garden	10-20.10.040.12	P	P	P
Passage	10-20.10.040.13	P	P	P

P = Allowed X = Not Allowed

8. Greenway







1. Description
A multiple-block long linear space for community gathering and strolling for nearby residents and employees, defined by a tree-lined street on at least one side, sometimes forming a one-way couplet on its flanks and by the fronting buildings across the street. Greenways serve an important role as a green connector between destinations.

2. General Character
Formal or informal dominated by landscaping and trees with integral stormwater management capacity
Hardscape path
Spatially defined by tree-lined streets and adjacent buildings

3. Size and Location	
Size	2 continuous blocks in length, min.
Width	60' min.
Shall front at least one street	

4. Typical Uses
Uses as allowed by the zone

9. Green







1. Description
A large space available for unstructured and limited amounts of structured recreation.
2. General Character
Formal or informal with integral stormwater management capacity
Primarily planted areas with paths to and between recreation areas and civic buildings
Spatially defined by tree-lined streets and adjacent buildings
3. Size and Location
Size 300' x 300' min.
Street required on at least one side of the Green.
Facades on development sites attached to or across a street shall "front" on to the Green.
4. Typical Uses
Uses as allowed by the zone

10. **Plaza**







1. Description
A community-wide focal point primarily for civic purposes and commercial activities.
2. General Character
Formal, urban
Hardscaped and planted areas in formal patterns
Spatially defined by buildings and tree-lined streets
3. Size and Location
Size 50' x 50' min.
Street required one of the Plaza's sides.
Facades on development sites attached to or across a street shall "front" on to the Plaza.
4. Typical Uses
Uses as allowed by the zone

11. Playground







1. Description

A small-scale space designed and equipped for the recreation of children. These spaces serve as quiet, places protected from the street and in locations where children do not have to cross any major streets. An open shelter, play structure(s), or interactive art and fountain(s) may be included. Playgrounds may be included within all other civic space types except Community Garden.

2. General Character

Play structure(s), interactive art, and/or fountain(s)

Shade and seating provided

May be fenced

Spatially defined by trees

3. Size and Location

Size 40' x 60' min.

4. Typical Uses

Uses as allowed by the zone

12. **Community Garden**



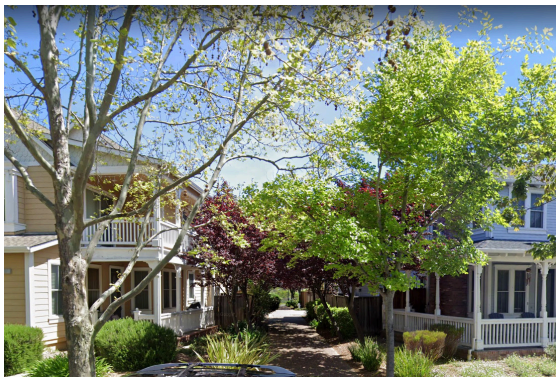




1. Description
A small-scale space designed as a grouping of garden plots available for small-scale cultivation. Community gardens may be fenced and may include a small accessory structure for storage. Community Gardens may be included within all other civic space types except Playgrounds.
2. General Character
Informal or Formal, urban
Combination of planted areas and hardscape
Spatially defined by building frontages and adjacent street trees
Walkways along edges or across space
3. Size and Location
Size No minimum; within any development site as allowed by the zone
4. Typical Uses
Uses as allowed by the zone

13. **Passage**







1. Description
A pedestrian pathway that extends from the public sidewalk into a civic space and/or across the block to another public sidewalk. The pathway is lined by non-residential shopfronts and/or residential ground floors and pedestrian entries as required by the zone.
2. General Character
Formal, urban
No accessory structure(s)
Primarily hardscape with landscape accents
Spatially defined by building frontages
Trees and shrubs in containers and/or planters
3. Size and Location
Size 20' min. clear width between or through buildings
Ground floor facades shall be in compliance with facade zone in Subsection 5 and frontages allowed in Subsection 8 of the zone.
Dooryards, porches, patios, and sidewalk dining shall not encroach into the minimum required width.
4. Typical Uses
Uses as allowed by the zone

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Article 11: Administration

Sections:

10-20.11.010 Purpose
10-20.11.020 Procedures
10-20.11.030 Adjustments to Standards

10-20.11.010 Purpose

This Article is intended to establish procedures for applications eligible for streamlined review consistent with State law (i.e., SB 35, AB 2011, and Government Code Section 65583.2 (h) and (i)) and for reviewing applications under the Housing Accountability Act (HAA). The Town is responding to State mandates and including application procedures in the FBC that are compliant with State law but reflect the unique conditions and procedures within the Town. The intent of SB 35, AB 2011, Government Code Section 65583.2 (h) and (i), and the HAA is to facilitate and expedite the construction of housing through the application of objective standards and, with SB 35, AB 2011, and Government Code Section 65583.2 (h) and (i), ministerial and streamlined approval procedures. Applications under the HHA shall utilize discretionary streamlined approval procedures. These procedures shall be used in conjunction with the objective standards contained in this FBC as applicable.

10-20.11.020 Procedures

1. **Procedures for Applications Filed Under** SB 35

   A. **Applicability**

      (1) This Section applies to housing development projects applying for approval under Government Code §65913.4 and replaces the Town's procedures for reviewing discretionary applications.

      (2) This Section shall remain in effect for the same period as SB 35 provisions contained in Government Code §65913.4. Unless SB 35 provisions are extended by the State Legislature, this Section shall remain in effect only until January 1, 2036, and as of that date is repealed.

      (3) The California Environmental Quality Act (CEQA) does not apply to projects eligible under SB 35.

      (4) The Department of Housing and Community Development is charged with developing guidelines for implementing SB 35. These procedures may change if required by changes in those guidelines or in Government Code §65913.4.

B. **Definitions.** Terms defined in Government Code §65913.4 shall apply to this Section and shall control in the event of a conflict between definitions in this FBC and definitions in Government Code §65913.4.

C. **Application Filing**

(1) **Preliminary Application Filing**. An applicant shall file a notice of intent to submit an SB 35 application in the form of a preliminary application consistent with Government Code §65941.1.

(a) **Form**. A preliminary application shall be filed on a form provided by the Town with the required fee. If the Town has not prepared a form, a preliminary application shall be filed on the standardized form adopted by the California Department of Housing and Community Development.

(b) **Timeline**. Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full SB 35 application, provided scoping consultation has concluded consistent with Subsection (c), below.

(c) **Scoping Consultation**

i. Upon receipt of the preliminary application, the Town shall contact the Native American Heritage Commission for assistance in identifying any California Native American tribe that should be noticed. The Town shall provide a formal notice of the applicant's intent to submit a full application to each required California Native American tribe within 30 days of preliminary application submittal. The formal notice shall be consistent with Government Code §65913.4(b).

ii. If, within 30 days of receipt of the formal notice, any California Native American tribe that was formally noticed accepts the invitation to engage in scoping consultation, the Town shall commence scoping consultation within 30 days of receiving that response.

iii. Scoping consultation shall be conducted consistent with Government Code §65913.4(b). If, after scoping consultation is concluded, a development is not eligible for SB 35 streamlining, the Town shall provide written documentation as required by Government Code §65913.4(b) to the applicant and any California Native American tribe that is a party to that scoping consultation.

(2) **Full Application**. If the development remains eligible to apply under SB 35 after scoping consultation consistent with Government Code §65913.4(b) has concluded, an applicant may file a full SB 35 application on a form provided by the Town with the required fee.

D. **Completeness Review**. The Town shall review an application for compliance consistent with Subsection 1.E; there shall be no separate or additional timeframe for completeness review. Only the items necessary to determine compliance with the provisions contained in Government Code §65913.4(a) shall be required.

E. **Compliance Review**

(1) **Scope of Review**. The Planning Commission's scope of review is limited to all of the provisions contained in Government Code §65913.4(a) and the objective standards in effect at the time of preliminary application submittal.

(2) **Review Timeframes**

(a) **Consistency Review**. The Planning Director, or designee, shall determine if the application complies with all of the provisions contained in Government Code §65913.4(a) and applicable objective standards within the following timeframes:

i. Within 60 calendar days of application submittal for applications that include 150 or fewer housing units.

ii. Within 90 calendar days of application submittal for applications that include 151 or more housing units.

(3) **Compliance Determination**

(a) **Compliant Application.** If the application complies with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the Planning Commission shall complete any design review or public oversight and any subdivision approval within the timeframes listed in Subsection 1.E. Only objective design and subdivision standards may be applied. See Subsection 1.F.

(b) **Non-Compliant Application.** If the application does not comply with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the Planning Commission shall make the following determination:

i. If the application does not comply with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, the Planning Commission shall provide the applicant with written documentation of which standards the development conflicts with and an explanation of the reasons the development conflicts with each standard.

ii. Resubmitted Application. If the project was found to be non-compliant, the applicant may resubmit the application for SB 35 streamlining, and the Town shall review it for compliance with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards subject to the same timelines in Subsection (2) above.

iii. Project Ineligible. If the project is ineligible for SB 35 streamlined processing, the applicant may elect to submit an application for the applicable discretionary approval under the provisions of Title 10, Chapter 3, Article 7 (Zoning Implementation Procedures), Article 14 (Variance), and Article 15 (Design Review).

F. **Decision on Project**

(1) **Project Approval and Findings.** The Planning Commission shall approve the application if the Planning Commission finds that the proposed development is compliant with all of the provisions contained in Government Code §65913.4(a) and all applicable objective standards, including objective subdivision standards.

(2) **Conditions of Approval.** The Planning Commission may impose conditions of approval provided those conditions of approval are objective and broadly applicable to development within the Town.

G. **Post-decision Procedures**

(1) **Subsequent Permits.** Any necessary subsequent permits shall be issued on a ministerial basis subject to applicable objective standards; however, a commercial use located in a qualifying mixed-use project is subject to any additional Town permitting requirements and processes. If a public improvement is necessary to implement a development subject to this Section, and that public improvement is located on land owned by the Town, the Planning Director, or designee, shall process any approvals needed as required by Government Code §65913.4(h)(3).

(2) **Post-Approval Modifications**

(a) **Post-Approval Modification Request.** An applicant or the Town may request a modification to an approved development if that request is made prior to the issuance of the final building permit.

(b) **Applicability of Objective Standards to Modifications.** The Planning Commission shall only apply objective standards in effect when the original application was submitted, except that objective standards adopted after the date of original submittal may be applied in any of the following instances:

i. The total number of residential units or total square footage of construction changes by 15 percent or more; or

ii. The total number of residential units or total square footage of construction changes by five percent or more, and it is necessary to subject the development to an objective standard beyond those in effect when the application was submitted in order to mitigate or avoid a specific adverse impact upon public health of safety, for which there is no feasible alternative method to satisfactorily mitigate or avoid.

iii. Objective building standards contained in Title 24 may be applied to all modifications.

(c) **Post-Approval Modification Review Timeframe and Decision.** The Planning Commission shall determine if the modification is consistent with objective planning standards and issue a decision on the applicant's modification request within 60 days after submittal unless design review is required, in which case a decision shall be made within 90 days.

(3) **Expiration.** An application approved consistent with this Section shall remain valid for three years; however, an application approval shall not expire if the development includes public investment in housing affordability, beyond tax credits, where 50 percent of the units are affordable to households making at or below 80 percent of the area median income consistent with Government Code §65913.4(g).

(4) **Extension.** At the discretion of the Planning Director, a one-year extension may be granted consistent with Government Code §65913.4(g)(2)(B).

2. **Procedures for Applications Filed Under** AB 2011

A. **Applicability**

(1) This Section applies to housing development projects applying for approval under Government Code §65912 commencing with Section 65912.100 and replaces the Town's procedures for reviewing discretionary applications.

(2) This Section shall remain in effect for the same period as AB 2011 provisions contained in Government Code §65912.104. Unless AB 2011 provisions are extended by the State Legislature, this Section shall remain in effect only until January 1, 2033, and as of that date is repealed.

(3) The California Environmental Quality Act (CEQA) does not apply to projects eligible under AB 2011.

B. **Definitions.** Terms defined in Government Code §65912.101 shall apply to this Section and shall control in the event of a conflict between definitions in this FBC.

C. **Application Filing**

(1) **Preliminary Application Filing (Optional).** An applicant may file a notice of intent to submit an AB 2011 application in the form of a preliminary application consistent with Government Code §65941.1.

(a) **Form.** A preliminary application shall be filed on a form provided by the Town with the required fee. If the Town has not prepared a form, a preliminary application shall be filed on the standardized form adopted by the California Department of Housing and Community Development.

(b) **Timeline.** Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full AB 2011 application.

D. **Completeness Review.** The Town shall review an application for compliance consistent with Subsection 1.E; there shall be no separate or additional timeframe for completeness review. Only the items necessary to determine compliance with the provisions contained in Government Code §65912 commencing with Section 100 shall be required.

E. **Compliance Review**

(1) **Scope of Review.** The Planning Commission's scope of review is limited to all of the provisions contained in Government Code §65912 commencing with Section 100 and the objective standards in effect at the time of preliminary application submittal.

(2) **Review Timeframes**

(a) **Consistency Review.** The Planning Director, or designee, shall determine if the application complies with all of the provisions contained in Government Code §65912 commencing with Section 100 and applicable objective standards within the following timeframes:

i. Within 60 calendar days of application submittal for applications that include 150 or fewer housing units.

ii. Within 90 calendar days of application submittal for applications that include 151 or more housing units.

(3) **Compliance Determination**

(a) **Compliant Application.** If the application complies with all of the provisions contained in Government Code §§65912 commencing with Section 100 and all applicable objective standards, the Planning Commission shall complete any design review or public oversight and any subdivision approval within the timeframes listed in Subsection 1.E. Only objective design and subdivision standards may be applied. See Subsection 1.F.

(b) **Non-Compliant Application.** If the application does not comply with all of the provisions contained in Government Code §65912 commencing with Section 100 and all applicable objective standards, the Planning Commission shall make the following determination:

i. If the application does not comply with all of the provisions contained in Government Code §65912 commencing with Section 100 and all applicable objective standards, the Planning Commission shall provide the applicant with written documentation of which standards the development conflicts with and an explanation of the reasons the development conflicts with each standard

ii. Resubmitted Application. If the project was found to be non-compliant, the applicant may resubmit the application for AB 2011 streamlining, and the Town shall review it for compliance with all of the provisions contained in Government §65912 commencing with Section 100 and all applicable objective standards subject to the same timelines in Subsection (2) above.

iii. Project Ineligible. If the project is ineligible for AB 2011 streamlined processing, the applicant may elect to submit an application for the applicable discretionary approval under the provisions of Title 10, Chapter 3, Article 7 (Zoning Implementation Procedures), Article 14 (Variance), and Article 15 (Design Review).

F. **Decision on Project**

(1) **Project Approval and Findings.** The Planning Commission shall approve the application if the Planning Commission finds that the proposed development is compliant with all of the provisions contained in Government Code §65912 commencing with Section 100 and all applicable objective standards, including objective subdivision standards within the following timeframes:

(a) Within 90 calendar days of application submittal for applications that include 150 or fewer housing units.

(b) Within 180 calendar days of application submittal for applications that include 151 or more housing units.

(2) **Conditions of Approval.** The Planning Commission may impose conditions of approval provided those conditions of approval are objective and broadly applicable to development within the Town.

G. **Post-decision Procedures**

(1) **Subsequent Permits.** Any necessary subsequent permits shall be issued on a ministerial basis subject to applicable objective standards; however, a commercial use located in a qualifying mixed-use project is subject to any additional Town permitting requirements and processes. If a public improvement is necessary to implement a development subject to this Section, and that public improvement is located on land owned by the Town, the Planning Director, or designee shall process any approvals needed.

(2) **Post-Approval Modifications**

(a) **Post-Approval Modification Request.** An applicant or the Town may request a modification to an approved development if that request is made prior to the issuance of the final building permit.

(b) **Applicability of Objective Standards to Modifications.** The Planning Commission shall only apply objective standards in effect when the original application was submitted, except that objective standards adopted after the date of original submittal may be applied in any of the following instances:

i. The total number of residential units or total square footage of construction changes by 15 percent or more; or

ii. The total number of residential units or total square footage of construction changes by five percent or more, and it is necessary to subject the development to an objective standard beyond those in effect when the application was submitted in order to mitigate or avoid a specific adverse impact upon public health of safety, for which there is no feasible alternative method to satisfactorily mitigate or avoid.

iii. Objective building standards contained in Title 24 may be applied to all modifications.

(c) **Post-Approval Modification Review Timeframe and Decision.** The Planning Commission shall determine if the modification is consistent with objective planning standards and issue a decision on the applicant's modification request within 60 days after submittal unless design review is required, in which case a decision shall be made within 90 days.

(3) **Expiration**. An application approved consistent with this Section shall remain valid for three years.

(4) **Extension**. At the discretion of the Planning Director, a one-year extension may be granted.

3. **Procedures for Applications Filed Under** Government Code Section 65583.2 (h) and (i)

A. **Applicability**

(1) This Section applies to housing development projects applying for approval under Government Code §65583.2(h) and (i) and replaces the Town's procedures for reviewing discretionary applications.

(2) This Section shall remain in effect for the same period as contained in Government Code §65583.2(h) and (i).

(3) The California Environmental Quality Act (CEQA) does not apply to projects eligible under Government Code §65583.2(h) and (i).

B. **Definitions.** Terms defined in Government Code §65583.2 shall apply to this Section and shall control in the event of a conflict between definitions in this FBC.

C. **Application Filing**

(1) Preliminary Application Filing (Optional). An applicant may file a notice of intent to submit a Government Code §65583.2 application in the form of a preliminary application consistent with Government Code §65941.1.

(a) **Form.** A preliminary application shall be filed on a form provided by the Town with the required fee. If the Town has not prepared a form, a preliminary application shall be filed on

the standardized form adopted by the California Department of Housing and Community Development.

(b) **Timeline.** Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full Government Code §65583.2 application.

D. **Completeness Review.** The Town shall review an application for compliance consistent with Subsection 1.E; there shall be no separate or additional timeframe for completeness review.

E. **Compliance Review**

(1) Scope of Review. The Planning Commission's scope of review is limited to all of the provisions contained in Government Code §65583.2(h) and (i) and the objective standards in effect at the time of preliminary application submittal.

(2) Review Timeframes

(a) **Consistency Review.** The Planning Director, or designee, shall determine if the application complies with all of the provisions contained in Government Code §65583.2 (h) and (i) and applicable objective standards within the following timeframes:

i. Within 60 calendar days of application submittal for applications that include 150 or fewer housing units.

ii. Within 90 calendar days of application submittal for applications that include 151 or more housing units.

(3) Compliance Determination

(a) **Compliant Application.** If the application complies with all provisions contained in Government Code §§65583.2 (h) and (i) and all applicable objective standards, the Planning Commission shall complete any design review or public oversight and any subdivision approval within the timeframes listed in Subsection 1.E. Only objective design and subdivision standards may be applied. See Subsection 1.F.

(b) **Non-Compliant Application.** If the application does not comply with all of the provisions contained in Government Code §65583.2 (h) and (i) and all applicable objective standards, the Planning Commission shall make the following determination:

i. The Planning Commission shall provide the applicant with written documentation of which standards the development conflicts with and an explanation of the reasons the development conflicts with each standard.

ii. Resubmitted Application. If the project was found to be non-compliant, the applicant may resubmit the application, and the Town shall review it for compliance with all of the provisions contained in Government Code §65583.2 (h) and (i) and all applicable objective standards subject to the same timelines in Subsection (2) above.

iii. Project Ineligible. If the project is ineligible for Government Code §65583.2 (h) and (i) streamlined processing, the applicant may elect to submit an application for the applicable discretionary approval under the provisions of Title 10, Chapter 3, Article 7 (Zoning Implementation Procedures), Article 14 (Variance), and Article 15 (Design Review).

F. **Decision on Project**

(1) **Project Approval and Findings.** The Planning Commission shall approve the application if the Planning Commission finds that the proposed development is compliant with the provisions contained in Government Code §65583.2 (h) and (i) and all applicable objective standards.

(2) **Conditions of Approval.** The Planning Commission may impose conditions of approval provided those conditions of approval are objective and broadly applicable to development within the Town.

G. **Post-decision Procedures**

(1) **Subsequent Permits.** Any necessary subsequent permits shall be issued on a ministerial basis subject to applicable objective standards; however, a commercial use located in a qualifying mixed-use project is subject to any additional Town permitting requirements and processes. If a public improvement is necessary to implement a development subject to this Section, and that public improvement is located on land owned by the Town, the Planning Director, or designee, shall process any approvals needed.

(2) **Post-Approval Modifications**

(a) **Post-Approval Modification Request.** An applicant or the Town may request a modification to an approved development if that request is made prior to the issuance of the final building permit.

(b) **Applicability of Objective Standards to Modifications.** The Planning Commission shall only apply objective standards in effect when the original application was submitted, except that objective standards adopted after the date of original submittal may be applied in any of the following instances:

i. The total number of residential units or total square footage of construction changes by five percent or more, and it is necessary to subject the development to an objective standard beyond those in effect when the application was submitted in order to mitigate or avoid a specific adverse impact upon public health of safety, for which there is no feasible alternative method to satisfactorily mitigate or avoid.

ii. Objective building standards contained in Title 24 may be applied to all modifications.

(c) **Post-Approval Modification Review Timeframe and Decision.** The Planning Commission shall determine if the modification is consistent with objective planning standards and issue a decision on the applicant's modification request within 60 days after submittal unless design review is required, in which case a decision shall be made within 90 days.

(3) Expiration. An application approved consistent with this Section shall remain valid for three years.

(4) Extension. At the discretion of the Planning Director, a one-year extension may be granted.

4. **Procedures for Applications Filed Under** the HAA

A. **Applicability**

(1) This Section applies to housing development projects as defined by Government Code §65589.5(h)(2).

(2) This Section shall remain in effect for the same period as provisions contained in the Government Code §65589.5 (HAA). Any provisions that are not extended by the State Legislature shall be repealed as of the date those provisions in the HAA are deemed null and void.

B. **Definitions.** Terms defined in Government Code §65589.5 shall apply to this Section and shall control in the event of a conflict between definitions in this FBC and definitions in Government Code §65589.5.

C. **Application Filing**

(1) **Preliminary Application Filing (Optional).** An applicant may file a preliminary application consistent with Government Code §65941.1.

(a) A preliminary application shall be filed on a form provided by the Town with the required fee. If the Town has not prepared a form, a preliminary application shall be filed on the standardized form adopted by the California Department of Housing and Community Development.

(b) Within 180 calendar days after submitting a preliminary application, an applicant shall submit a full application for the housing development.

(2) **Full Application.** An applicant may file a full application for a housing development without filing a preliminary application. The full application shall be filed on a form provided by the Town with the required fee.

D. **Conflicting Procedures.** This Section provides additional procedures that shall be followed for applicable projects. If conflicts occur between the Town's procedures and the procedures of this Section, this Section shall control.

E. **Completeness Review**

(1) **Preliminary Application.** If a preliminary application is filed, the preliminary application shall be deemed complete when the preliminary application containing all of the information listed in the preliminary application form is submitted. If all listed information is not provided, the Town shall request the missing information from the applicant.

(2) **Full Application**

(a) Once a full application is submitted, the Town shall inform the applicant in writing within 30 calendar days of submittal or resubmittal that the application is complete or incomplete and the additional information required consistent with Government Code §65943. Only information requested in the Town's application forms can be requested. If the Town does not provide written notification within this timeframe, the application shall be deemed complete. The Town shall review each resubmittal within the 30-day period and cannot request information that was not listed in the first incompleteness letter.

(b) If an applicant receives written notification that the application is incomplete, and a preliminary application was submitted for the housing development, the applicant shall submit the information needed to complete the application within 90 calendar days of receiving the written notification of incompleteness. If the applicant does not submit this information within this timeframe, the preliminary application shall expire and have no further force or effect.

(c) If a second determination of incompleteness is provided, the applicant shall be able to appeal the decision to the Planning Commission. The Town shall make a decision on the appeal no later than 60 calendar days after receipt of the applicant's written appeal. If the decision on the appeal is not made within this timeframe, the application shall be deemed complete.

F. **Compliance Review**

(1) **Scope of Review**

(a) **Housing Development with a Preliminary Application Submittal.** A housing development for which a preliminary application was submitted shall only be subject to the ordinances, policies, and standards adopted and in effect when the preliminary application is submitted, except in the following circumstances:

i. A fee, charge, or other monetary exaction increase resulting from an automatic annual adjustment based on an independently published cost index that is referenced in the ordinance or resolution establishing the fee or monetary exaction.

ii. A preponderance of the evidence in the record establishes that subjecting the housing development to an ordinance, policy, or standard beyond those in effect when the preliminary application was submitted is necessary to mitigate or avoid a specific, adverse impact upon the public health or safety, and there is no feasible alternative method to satisfactorily mitigate or avoid the adverse impact.

iii. Subjecting the housing development to an ordinance, policy, standard, or any other measure, beyond those in effect when the preliminary application was submitted is necessary to avoid or substantially lessen an impact consistent with CEQA.

iv. The housing development has not commenced construction within 2.5 years following the date of the housing development's final approval (as defined in Government Code §65589.5(o)(1)(D)).

v. The number of residential units or square footage of construction proposed changes by 20 percent or more, exclusive of any increase resulting from a density bonus, incentive, concession, waiver, or similar provision.

(b) **Housing Development without a Preliminary Application Submittal.** A housing development shall be subject to objective standards in effect when the application is deemed complete.

(2) **Review Timeframes**

(a) Applications for housing development containing 150 or fewer units shall be reviewed for compliance with applicable objective standards within 30 calendar days of being deemed complete.

(b) Applications for housing development containing more than 150 units shall be reviewed for compliance with applicable objective standards within 60 calendar days of being deemed complete.

(3) **Review Authority.** The Planning Commission shall be the Review Authority consistent with the Town's procedures for the full application for the application type(s) set forth in Title 10, Chapter 3, Articles 7 through 16 and shall comply with Review Timelines described in Subsection 2.F.

(4) **Compliance Determination**

(a) The Planning Commission shall identify the specific standard(s) that the project does not comply with and provide an explanation of the reason(s) why the housing development is considered to be inconsistent or non-compliant with identified provisions and shall provide the written determination to the applicant.

(b) A housing development is considered in compliance with this FBC, and shall not require a Zoning Map Amendment, if the housing development complies with objective General Plan standards but the zoning for the housing development site is inconsistent with the General Plan.

(5) **Limited Hearings/Meetings.** If a housing development complies with applicable objective standards, the Town shall not conduct more than five public hearings (including continuances), workshops, or similar meetings after the full application is complete in connection with the approval of the housing development consistent with Government Code §65905.5. Meetings required by CEQA are exempt from the limit.

G. **Findings and Decision**

(1) **Findings**

(a) If the proposed housing development complies with applicable objective General Plan, zoning, and subdivision standards and criteria, including design review standards, the Planning Commission may only deny the housing development or conditionally approve the housing development at a lower density if the Planning Commission makes written findings supported by a preponderance of the evidence in the record that:

i. The housing development would have a specific, adverse impact upon the public health or safety unless the housing development is denied or conditionally approved at a lower density. A "specific, adverse impact" means a "significant, quantifiable, direct, and unavoidable impact, based on identified written public health or safety standards, policies, or conditions as they existed on the date that the project was deemed complete"; and

ii. There is no feasible method to satisfactorily mitigate or avoid the adverse impact other than the denial of the housing development or conditional approval of the housing development at a lower density.

(b) If the housing development includes 20 percent of units affordable to very low or low-income households, 100 percent of units affordable or moderate or middle income households, or an emergency shelter, the Planning Commission shall approve the housing development unless the Planning Commission makes written findings supported by a preponderance of the evidence in the record, as to at least one of the findings in Government Code §65589.5(d).

(2) **Decision Timeframes.** The Planning Commission shall approve or deny the housing development within the following applicable period:

(a) 90 days from Environmental Impact Report certification;

(b) 60 days from Environmental Impact Report certification for an affordable housing development consistent with Government Code §65950(a)(3);

(c) 60 days from adoption of a Negative Declaration; or

(d) 60 days from determination of CEQA exemption.

H. **Post-Decision Procedures.** Post-decision procedures for the required permit (full application) shall be followed provided those procedures do not conflict with applicable Government Code sections for housing developments (i.e., HAA, Government Code §65589.5).

Figure 10-20.11.020.1: Process for Developments Eligible for SB 35 Streamlining with 150 units or Fewer (Government Code §65913.4)

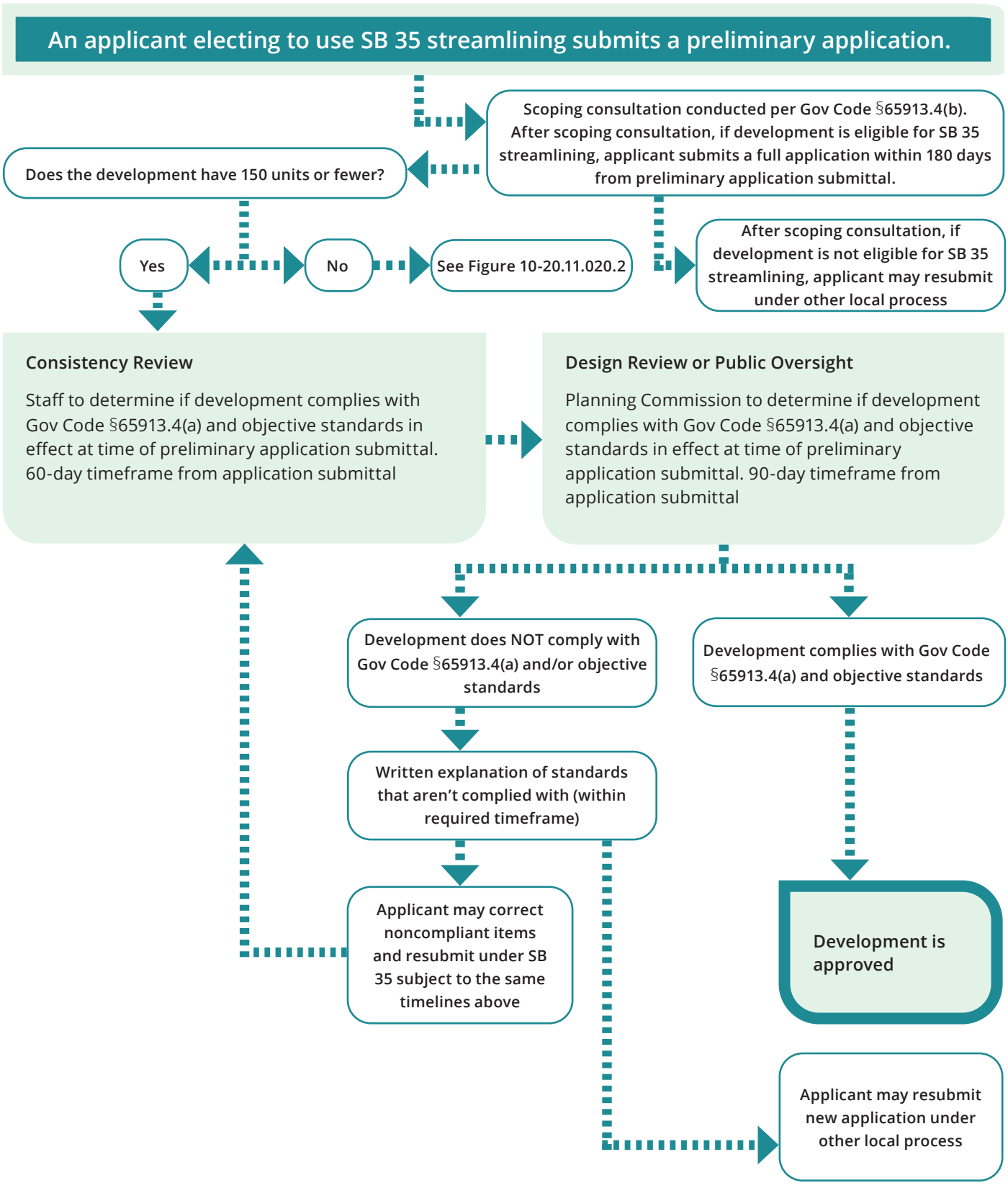


Figure 10-20.11.020.2: Process for Developments Eligible for SB 35 Streamlining with 151 units or More (Government Code §65913.4)

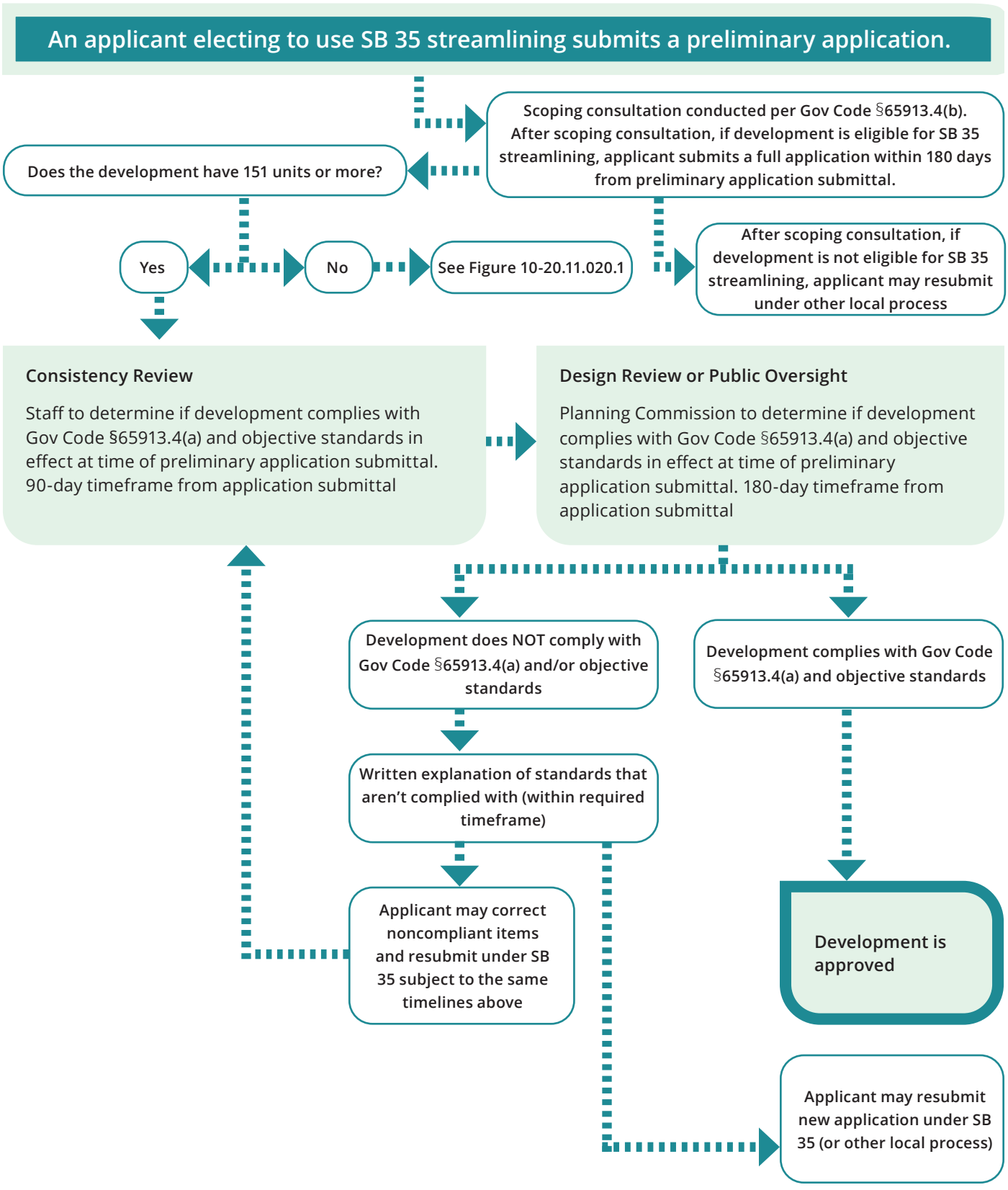


Figure 10-20.11.020.3: Process for Developments Eligible for AB 2011 Streamlining with 150 units or Fewer (Government Code §65912 Commencing with Section 65912.100)

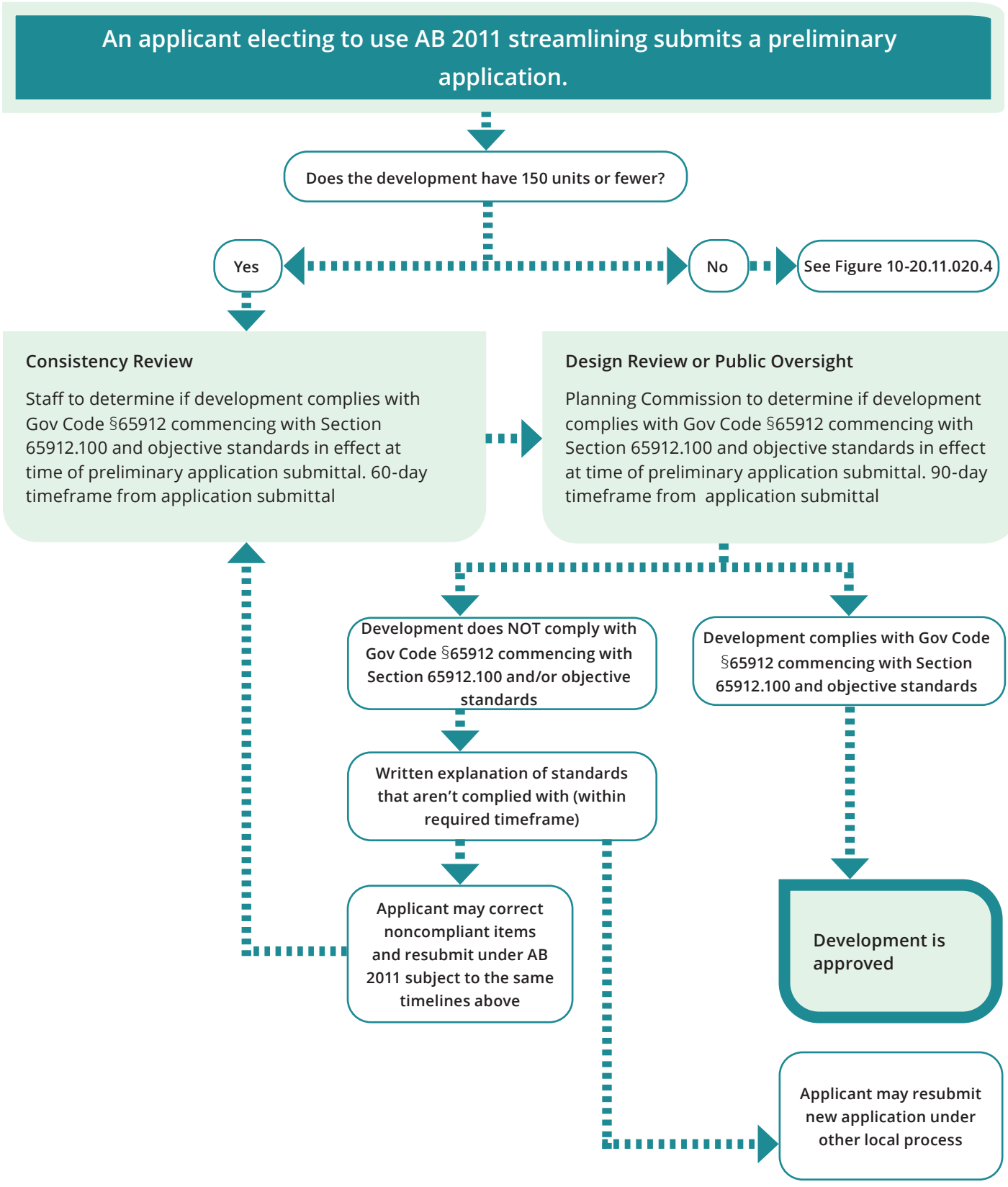


Figure 10-20.11.020.4: Process for Developments Eligible for AB 2011 Streamlining with 151 units or More (Government Code §65912 Commencing with Section 65912.100)

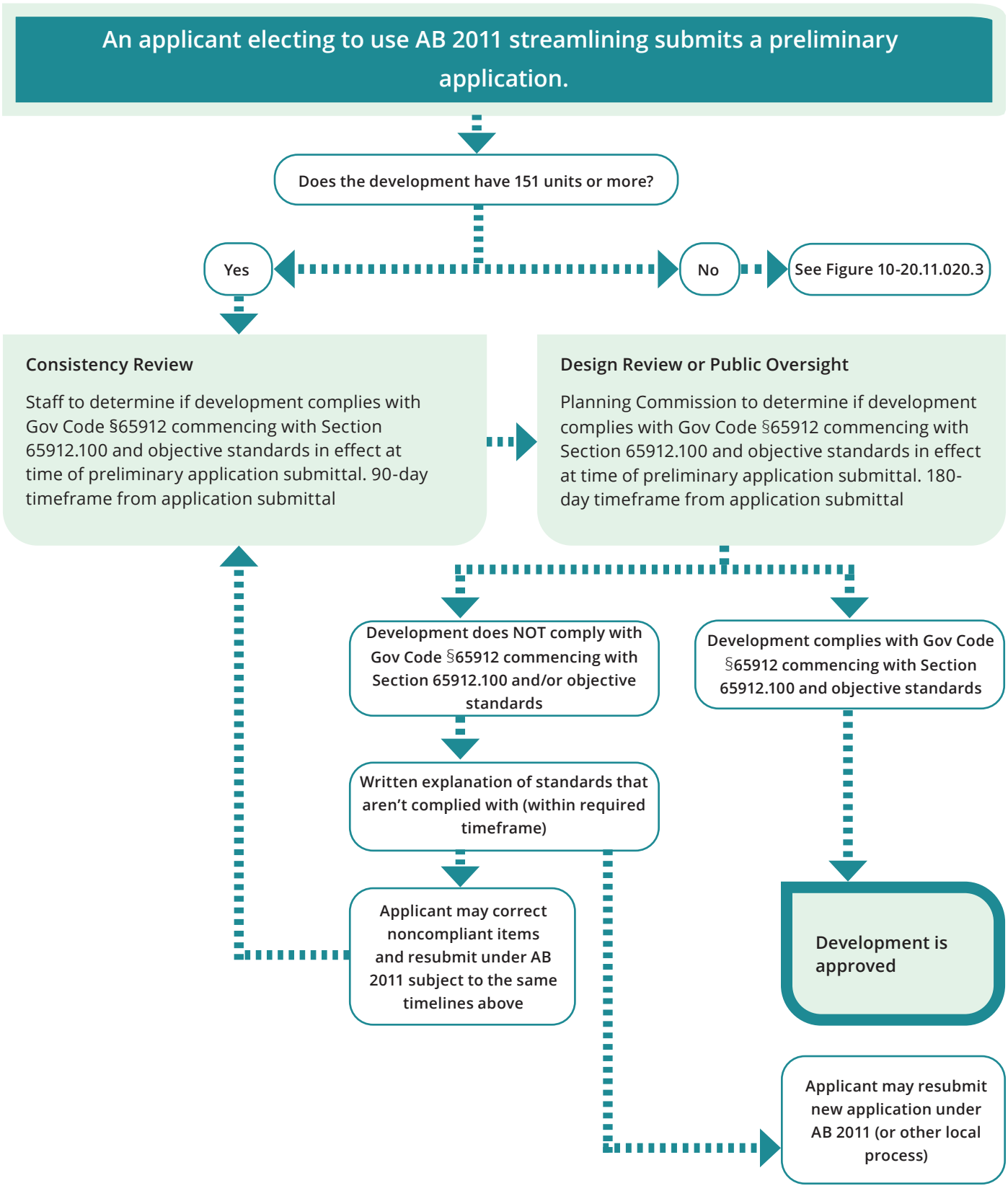
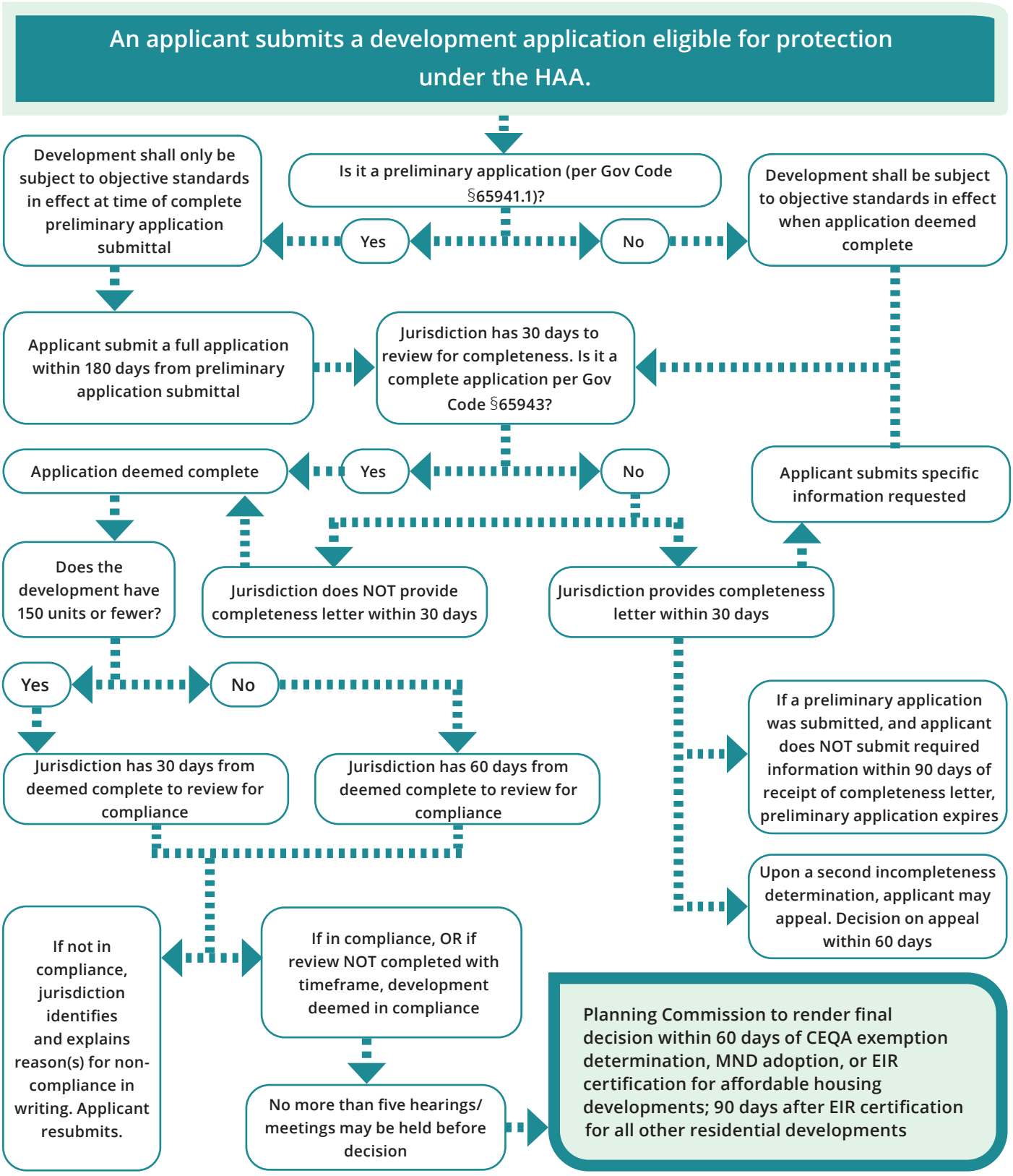


Figure 10-20.11.020.5: Process for Developments Eligible for Housing Accountability Act (HAA) Protection (Government Code §65589.5)



10-20.11.030 Adjustments to Standards

1. **Purpose.** This Section is intended to allow for minor deviations from certain standards in this Title for specific situations that make compliance not possible because of the prescriptive nature of the standards.
2. **Applicability.** This Section applies to developments subject to Section 10-20.11.020 (Procedures). The Planning Commission may grant an Adjustment for only the standards identified as follows:
   A. Development sites less than 6% slope. See Table A (Adjustments to Standards for Development Sites Less Than 6% Slope).
   B. Development sites over 6% slope. See Table B (Adjustments to Standards for Development Sites Over 6% Slope).
3. **Procedures.** Adjustment requests shall be reviewed and processed as follows:
   A. The Adjustment shall be processed concurrently with the development involving the request(s) for adjustment(s). The adjustment request(s) shall be processed in compliance with the applicable procedures in Section 10-20.11.020 (Procedures); or
   B. If the development for which an Adjustment is requested is beyond what is authorized in Table A (Adjustments to Standards for Development Sites Less Than 6% Slope) and/or Table B (Adjustments to Standards for Development Sites Over 6% Slope), the adjustment will be processed only up to the amount authorized in these Tables.
   C. Adjustment requests that involve any of the following features (i.e., historic building/feature, tree, rock outcrop, and/or utility infrastructure) shall be accompanied by existing documentation identifying the feature(s).
   D. Depending on the unique characteristics and dimensions of an individual parcel, it is possible that the full development potential of the zone may not be achievable even after applying the allowed adjustments in the Section.

Table 10-20.11.030.A: Adjustments to Standards for Development Sites Less Than 6% Slope

Administrative Relief Type	Required Findings	Allowed Administrative Relief	Reference to Standard
1. Development Site Dimensions			
a. **Depth or Width** Decrease in the minimum required or maximum allowed	i. An existing historic building/feature, tree, rock outcrop, and/or utility infrastructure prevents compliance with the standard.	Up to 10% of the standard	Subsection 3 of the zone
2. Building Setbacks			
a. **Front**[1]**, Side Street**[1]**, Side or Rear** Increase or decrease in the minimum to maximum required setback for a primary building and/or wing(s)	i. An existing historic building/feature, tree, rock outcrop, and/or utility infrastructure prevents compliance with the standard; or ii. The existing lot is 80' or less in depth, preventing compliance with the rear setback standard.	Up to 25% of the standard	Subsection 5 of the zone
b. **Facade within Facade Zone** Reduction of the minimum amount of facade required within or abutting the facade zone	i. An existing historic building/feature, tree, rock outcrop, and/or utility infrastructure prevents compliance with the standard; or ii. The horizontal unbuilt area resulting from this adjustment is landscaped per the standards in Section 10-20.05.030 (Landscaping and Lighting).	Up to 25% of the standard	Subsection 5 of the zone

[1] Standards for private frontage still apply [See Article 7 (Specific to Private Frontages)], and any adjustment shall not preclude the application of a private frontage type.

Table 10-20.11.030.A: Adjustments to Standards for Development Sites Less Than 6% Slope (Continued)

Administrative Relief Type	Required Findings	Allowed Administrative Relief	Reference to Standard
3. Building Footprint			
a. **Size of Main Body[1] or Wing(s)** Increase in the allowed width or length	i. An existing historic building/feature, tree, rock outcrop, and/or utility infrastructure prevents compliance with the standard; or ii. The wing(s) is one-story less in height than the main body; and iii. The building complies with the setbacks of the zone or as allowed to be adjusted by this Section.	Up to 10% of the standard	Subsection 3 of the building type
4. Parking Location			
a. **Front or Side Street Setback** Reduction in the required parking setback	i. An existing historic building/feature, tree, rock outcrop, and/or utility infrastructure prevents compliance with the standard; or ii. The driveway is in compliance with the zone standards; and iii. The ground floor space remains habitable in compliance with the zone standards, as allowed to be adjusted by this Section.	Up to 10% of the standard when the required setback is 20' or more. Up to 20% of the standard when the required setback is less than 20'.	Subsection 7 of the zone; Subsection 3 of the Zone

[1] Standards for private frontage still apply [See Article 7 (Specific to Private Frontages)], and any adjustment shall not preclude the application of a private frontage type.

Table 10-20.11.030.B: Adjustments to Standards for Development Sites Over 6% Slope

Administrative Relief Type	Required Findings	Allowed Administrative Relief	Reference to Standard
1. Development Site Dimensions			
a. **Depth** Increase or decrease in minimum to maximum development site depth	i. Existing slope exceeds 15% grade for at least 50% of development site depth; or	20% max. of the standard	Subsection 3 of the zone
	ii. An adjustment is granted for an increase in the main body and rear wing that results in the need to change the development site depth.		
b. **Width** Increase or decrease in minimum to maximum development site width	i. Existing slope exceeds 15% grade for at least 25% of development site width; or	10% max. of the standard	Subsection 3 of the zone
	ii. An adjustment is granted for an increase in the main body and rear wing that results in the need to change the development site width.	25% max. of the standard	
2. Building Setbacks			
a. **Front[1],Side Street[1], Side or Rear** Increase or decrease in minimum to maximum required setback areas for primary building and/or wing(s)	i. Existing slope exceeds 15% grade within at least the first 30' of development site depth; or	Reduction in the minimum setback to within 5' of the development site line. Where side street setback is 5' minimum, reduction in the minimum setback to within 3' of the development site line.	Subsection 5 of the zone
	ii. An existing historic building/feature, tree, rock outcrop, and/or utility infrastructure prevents compliance with the standard; or		
	iii. The existing lot depth is less than 80'.		

[1]Standards for private frontage still apply [See Article 7 (Specific to Private Frontages)], and any adjustment shall not preclude the application of a private frontage type.

Table 10-20.11.030.B: Adjustments to Standards for Development Sites Over 6% Slope (Continued)

Administrative Relief Type	Required Findings	Allowed Administrative Relief	Reference to Standard
3. Building Footprint			
a. **Size of Main Body[1] or Wing(s)** Increase in the allowed width or length	i. Existing slope exceeds 15% grade for at least 50% of the development site width or depth; and ii. The building is in compliance with the setbacks of the zone or as allowed to be adjusted by this Section.	Up to 25% of the standard	Subsection 3 of the building type
4. Site Grading			
a. **Retaining Wall (Height)** Increase in maximum retaining wall height or length	i. Existing slopes exceed 15% grade for at least 50% of development site width or depth; or ii. The retaining wall or series of retaining walls cannot be seen from the adjacent public sidewalk or adjacent property; or iii. Retaining walls not within the building footprint are less than 50' in total length along the rear development site line or any development site line.	Increase in retaining wall height up to 10' along rear and/or side development site line(s); Increase in retaining wall height up to 20' within the building footprint	Subsection 10-20.05.050.5
5. Block Face and Perimeter			
a. **Increase in maximum length of new or modified block**	i. Existing slope along at least one side of the block exceeds 15% grade, resulting in new street(s) that exceed maximum allowed grade, preventing compliance with the standards; and ii. The subject block(s) include a Passage in compliance with Subsection 10-20.10.040.13 (Passage); and iii. The block(s) is in compliance with Ross Valley Fire Department Standard 210 (Roadway and Driveway Bridges).	Up to 25% of the standard	Table 10-20.10.020.A (Block Size Standards)

[1]Standards for private frontage stillapply [See Article 7 (Specific to Private Frontages)], and any adjustment shall not preclude the application of a private frontage type.

Table 10-20.11.030.B: Adjustments to Standards for Development Sites Over 6% Slope (Continued)

Administrative Relief Type	Required Findings	Allowed Administrative Relief	Reference to Standard
6. Parking Location Setbacks			
a. **Front or Side Street** Reduction in a required parking setback.	One or more of the following techniques are applied, as allowed by this Section:		
	i. Existing lot depth that is less than 80' preventing compliance with the parking setbacks location; or	Front Setback: The parking location setbacks standards do not apply. Only one row of parking spaces allowed in the front setback for up to 75% of the parcel width.	Subsection 7 of the zone; Subsection 4 of the zone
	ii. The average slope of the parcel from the front to the rear exceeds 15%; or		
	iii. Surface: Parking is uncovered and located between the building and the street; or		
	iv. Podium: Parking under primary building is enclosed and access is only from one side of the development site for development sites 150' or less in width. Habitable space, in compliance with Subsection 4 of the zone or as allowed to be reduced by this Section, is between the front of the building and the parking spaces. The parking garage access is not greater than 10' in width; or	Front Setback: Reduction to 18' behind the primary building facade. Side Street Setback: Reduction to 5' behind the primary building facade. Habitable Space: Reduction in the minimum depth to 15'.	
	v. Tandem: Tandem parking spaces may be arranged in a series of up to 6 total parking spaces, but only up to 2 side-by-side, from the front development site line; or	Existing lot up to 100' wide: Allowed in front setback up to 75% of existing lot width. Existing lot up to 150' wide: Allowed in front setback up to 50% of existing lot width. Existing lot up over 150' wide: Allowed in front setback up to 20% of existing lot width or 50' whichever is less.	
	vi. Subterranean: Parking spaces are located below the adjacent finished grade of the building to the zone's building setbacks; or	All Setbacks: Reduced to match the building setbacks of the zone or as allowed to be reduced by this Section.	
	vii. Stacked: Parking spaces are arranged in a system that provides up to 3 spaces in the horizontal area of one space. The garage access is not greater than 10' in width.	Front and/or Side Street Setback: Reduced to be the same as the primary building setback. Reduction in the minimum habitable space depth to 18'.	

[1]Standards for private frontage still apply [See Article 7 (Specific to Private Frontages)], and any adjustment shall not preclude the application of a private frontage type.

Article 12: Definitions

Sections:

10-20.12.010 Purpose
10-20.12.020 Definitions
10-20.12.030 Measurement Methods

10-20.12.010 Purpose

This Article provides descriptions of specialized terms, phrases, and methods for measurements used in this Title.

10-20.12.020 Definitions

For specialized terms and phrases used in this Title, refer to the definitions in Title 10, Chapter 3, Article 17 (Definitions).

10-20.12.030 Measurement Methods

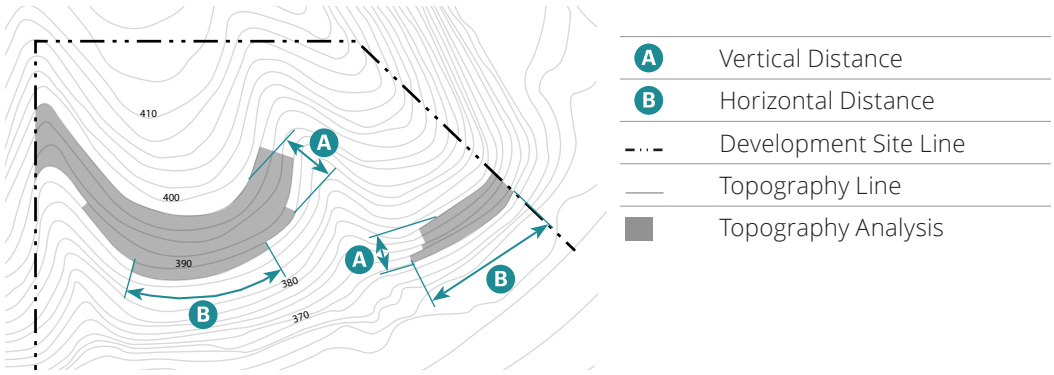
1. **Sloped and Steeply Sloped Development Sites**

   A. **Applicability.** The standards of Section 10-20.05.050 (Slope Standards) apply to sloped and steeply sloped development sites. Slope is measured by taking the vertical distance, or "rise", over the horizontal distance, or "run." The resulting fraction, or percentage, is the "slope" of the land. Sloped and steeply sloped development sites are those areas of land that exhibit slopes of six percent or greater.

B. **Methodology.** The following methodology shall be used to identify steep slopes protected in compliance with this Article. An example of the methodology is shown in Figure 1 (Example for Defining Sloped and Steeply Sloped Development Sites).

(1) **Steep Slope Determination.** To qualify as a steep slope, the slope shall be at least six percent with a 10-foot vertical drop over a 100-foot horizontal distance parallel to at least one common contour line. The horizontal measurement shall cross property lines to establish if a steep slope may exist on a development site (i.e., the 100-foot minimum width calculation shall cross a property line if necessary to achieve this minimum width).

Figure 10-20.12.030.1: Example for Defining Sloped and Steeply Sloped Development Sites



(2) **Area Calculation.** Steep slope areas are calculated based on the square feet of qualifying steep slope on the development site as determined in Subsection 1 above. There is no minimum square footage for each slope area.

(a) First, calculate the square footage of slopes 30 percent and greater. Determine the square footage of each area as well as the sum of these areas for the total site.

(b) Second, calculate the square footage of slopes between 29 and 25 percent. Determine the square footage of each area as well as the sum of these areas for the total site.

(c) Third, calculate the square footage of slopes between 24 and 20 percent. Determine the square footage of each area as well as the sum of these areas for the total site.

(d) Fourth, calculate the square footage of slopes between 15 percent and 19 percent. Determine the square footage of each area as well as the sum of these areas for the total site.

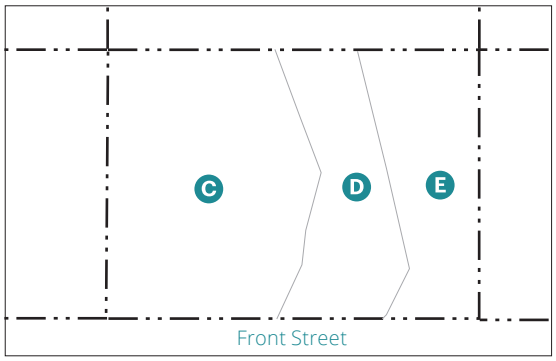
(e) Fifth, calculate the square footage of slopes between 10 and 14 percent. Determine the square footage of each area as well as the sum of these areas for the total site.

(f) Last, calculate the square footage of slopes between 6 and 9 percent. Determine the square footage of each area as well as the sum of these areas for the total site.

(3) **Steep Slope Resource Area.** Based on the area calculations in Subsection 2, above, Table 10-20.05.050.A (Amount of Sloped Areas Allowed to be Developed) identifies the percentage of sloped area that is developable. Figures 2 and 3 illustrate examples of the calculated slopes and the corresponding percentage allowed for development.

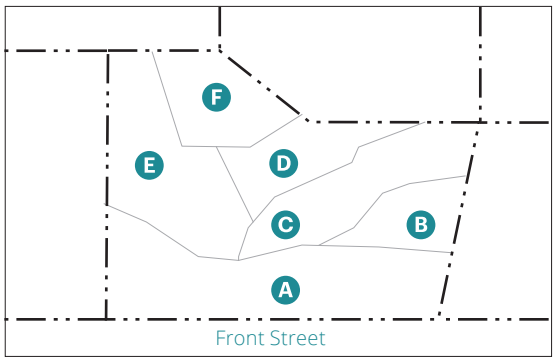
(4) **Sloping Development Site Building Height.** Development sites with slopes of six percent or more shall measure the maximum height of structures as set forth in the zone and measured vertically from ground level beginning at the front setback line, or if no setback is required, starting at the center of the development site.

Figure 10-20.12.030.2: Example for a Sloped Development Site (<3 acres)



Key	Existing Slope	Developable Area[1]
A	0-5.99%	100% max.
B	6-9.99%	100% max.
C	10-14.99%	100% max.
D	15-19.99%	100% max.
E	20-29.99%	50% max.
F	>30%	0% max.
	Development Site Line	
	Slope Designations	

Figure 10-20.12.030.3: Example for a Sloped Development Site (>3 acres)



Key	Existing Slope	Developable Area1
A	0-5.99%	100% max.
B	6-9.99%	70% max.
C	10-14.99%	25% max.
D	15-19.99%	5% max.
E	20-29.99%	0% max.
F	>30%	0% max.
	Development Site Line	
	Slope Designation	

[1] In compliance with the setbacks of the zone, required on-site open space, this Section, and the maximum building footprint standards in Article 6 (Building Type Standards).

C. **Average Slope.** The result of dividing the length of a slope by the difference in elevation at the top and bottom of the slope.

(1) **Development Sites with Even Slope.** Average slope for development sites with relatively even slope across the site and small development sites is determined by using the following formula:

(a) S = ((T - B) ÷ run) × 100

(b) S = average slope

(c) T = elevation at top of slope

(d) B = elevation at bottom of slope

(e) Run = horizontal distance between the top and bottom elevations

(2) **Development Sites with Uneven Slope.** Average slope of development sites with an uneven slope across the site before grading is determined by using the following formula:

(a) S = (1.0029 × I × L) ÷ A

(b) S = average slope

(c) I = contour interval in feet

(d) L = summation of length of the contour lines in scale feet

(e) A = area of the development site in acres

2. **Facade Zone Defined by Primary Building/Frontage Type(s)**

A. **Applicability.** The facade zone standards apply to new primary buildings and their additions along the front and side street of a development site.

B. **Methodology.** The required amount is expressed in the zone standards as a percentage. The percentage is calculated as follows through an example for the front facade zone. The same approach is to be applied to the side street, using the minimum front and rear building setbacks.

(1) Identify the width of development site (e.g., 50 feet) and apply required side building setbacks (e.g., 5 feet and 5 feet).

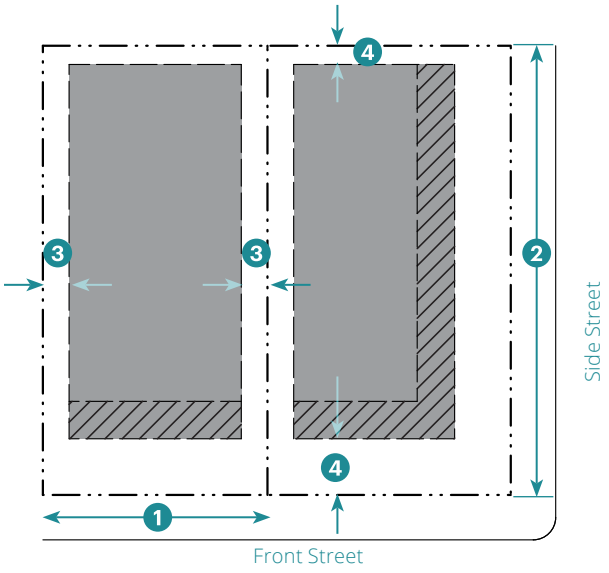
(2) Subtract the horizontal length between each side setback and the adjacent side development site line from the total width of the development site. The result is the net buildable width of the development site (e.g., 40 feet).

(3) Multiply the required minimum percentage in the zone standards (e.g., 50 percent) by the net buildable width of the development site (e.g., 50 feet).

(4) The result is the minimum length, in feet, of building facade and frontage type(s) that is required in or abutting the facade zone (e.g., 20 feet). Facades are allowed to be in any configuration if in compliance with the facade zone requirements and the selected architectural style.

(5) See Figure 5 (Applying the Required Amount to the Facade Zone) for examples that are consistent with the intent of this standard.

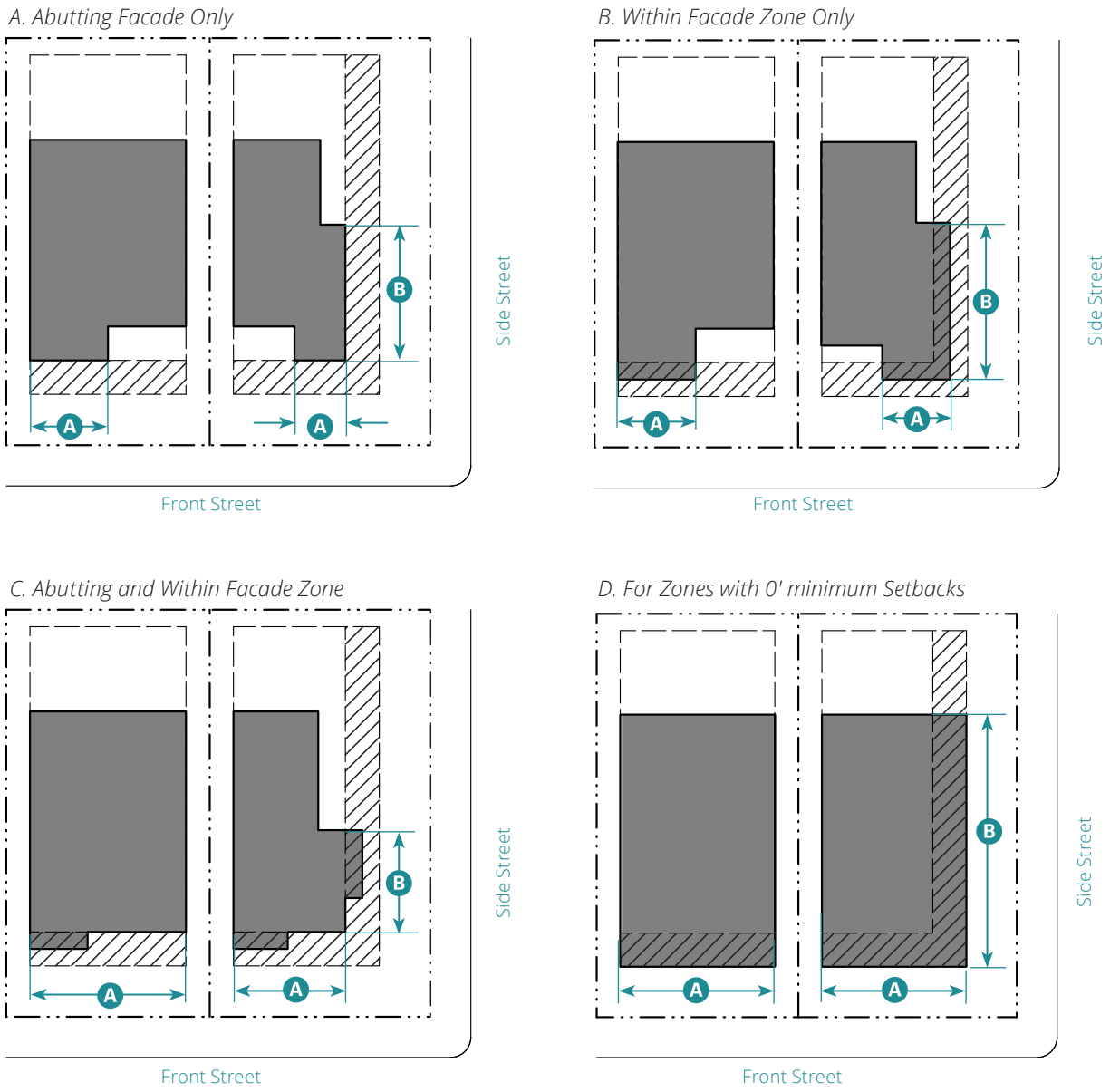
Figure 10-20.12.030.4: Determining the Required Amount Subject to the Facade Zone



Example Calculation	
50'	Development Site Width
- 5'	Side Setback
- 5'	Side Setback
= 40'	Net Buildable Width
40'	Net Buildable Width
x Zone Standard	(e.g., 50%)
= 20'	Required In or Abutting the Facade Zone

1. Width of Development Site
2. Depth of Development Site
3. Setback to be Subtracted from Development Site Width
4. Setback to be Subtracted from Development Site Depth

Figure 10-20.12.030.5: Applying the Required Amount to the Facade Zone



		Front Street	Side Street
▨	Facade Zone	50% min.[1]	50% min.[1]
■	Buildable Area for Building and Frontage Type(s)	A	B

[1] This is an example. See Subsection 5 of the zone for the required percentage.

3. **Measuring Building Types**

A. **Methodology.** Measurement of width, depth, and height.

(1) **Main Body.** The width and depth of the main body shall be measured as follows:

(a) The width shall be parallel to the front.

(b) The depth shall be perpendicular to the front.

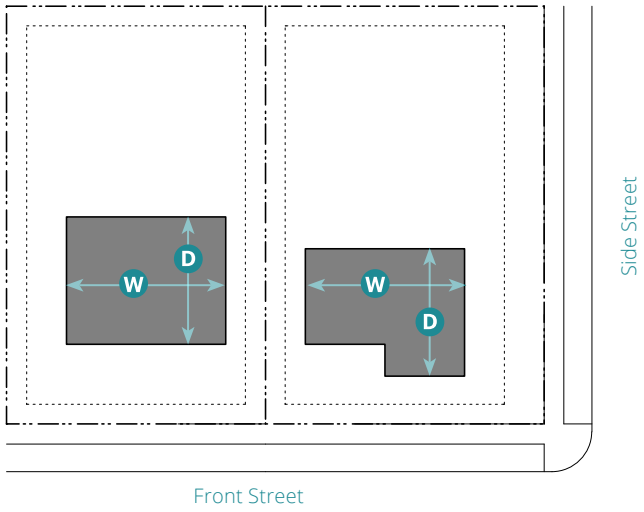


Figure 10-20.12.030.6: Main Body

W Width
D Depth

(2) **Wings and Ancillary Structures.** The width and depth of wings and ancillary structures, shall be measured as follows:

(a) The width shall be the greater of the two dimensions of the footprint.

(b) The depth shall be the lesser of the two dimensions of the footprint.

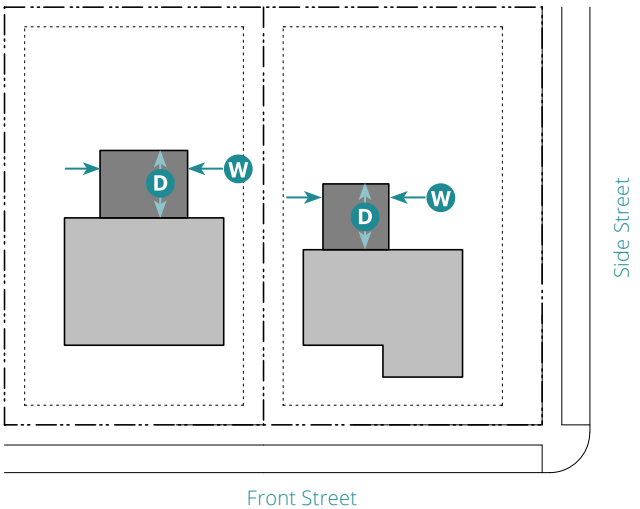


Figure 10-20.12.030.7: Wings and Ancillary Structures

W Width
D Depth

(3) **Open Space(s).** The width and depth of open spaces shall be measured as follows:

(a) The width shall be parallel to the front

(b) The depth shall be perpendicular to the front.

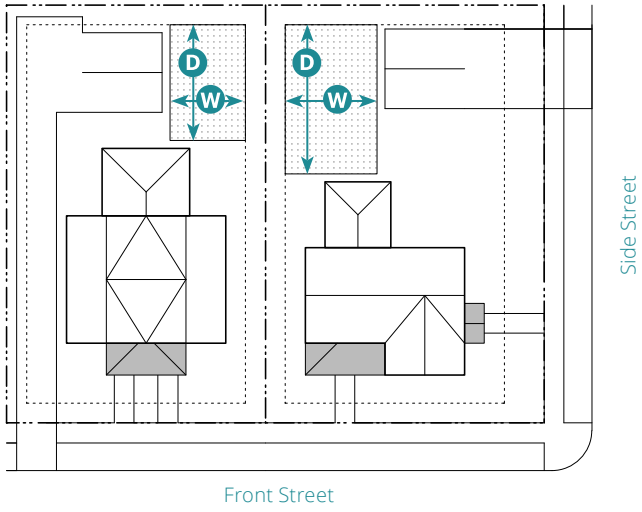


Figure 10-20.12.030.8: Open Space(s)

W Width

D Depth

(4) **Courtyard(s).** The width and depth of courtyards shall be measured as follows:

(a) The width shall be parallel to the front; unless the courtyard is a secondary courtyard accessed directly from a side street.

(b) If a secondary courtyard is accessed directly from the side street, the width shall be parallel to the side street.

(c) The depth shall be perpendicular to the width.

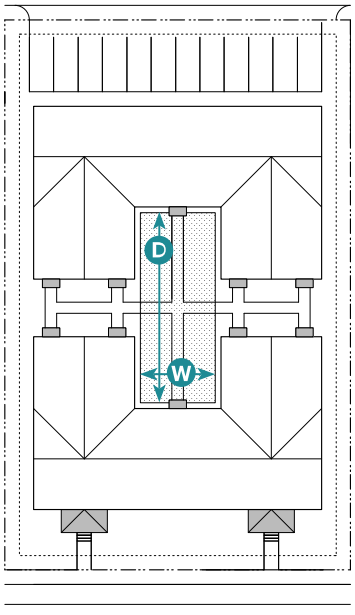


Figure 10-20.12.030.9: Courtyard(s)

W Width

D Depth

(5) **Width-to-Height Ratio.** Measurement of width-to-height ratio and depth-to-height ratio of forecourts.

(a) The width and depth of forecourts shall be measured per Figure 10 (Width-to-Height Ratio).

(b) The height of forecourts shall be a measurement of the vertical plane of the building that defines the forecourt.

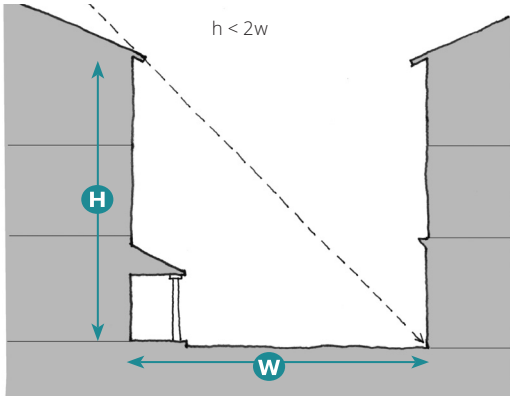


Figure 10-20.12.030.10: Width-to-Height Ratio

W Width
H Height

(6) **Highest Eave/Top of Parapet.**

(a) **Height, Overall.** The vertical distance between adjacent finished grade and the highest part of the structure directly above.

(b) **Height, Top of Parapet.** The vertical distance between adjacent finished grade and the top of the parapet of the primary building.

(c) **Height, Highest Eave.** The vertical distance between adjacent finished grade and the highest eave of the primary building.

(d) **Highest Eave Measurement.** The measurement is to bottom of the eave assembly.

(e) **Eave.** The edge of the roof that overhangs the face of the adjoining wall. The bottom of the eave can range from exposed rafters to a finished horizontal surface.

Figure 10-20.12.030.11: Top of Parapet and Flat Roof

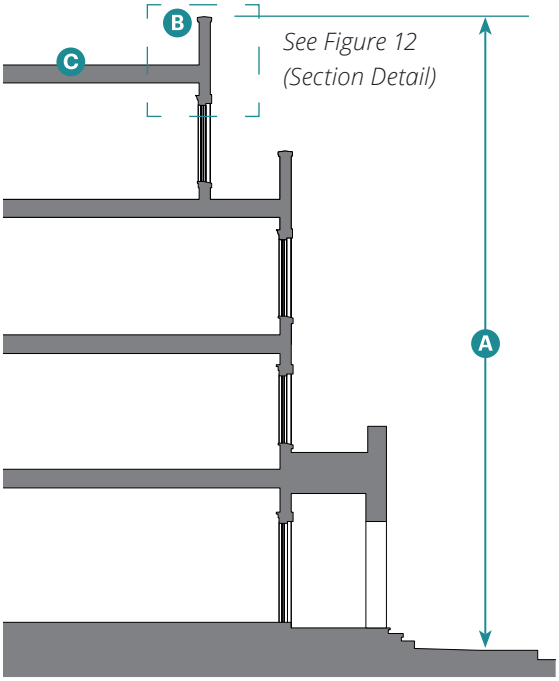
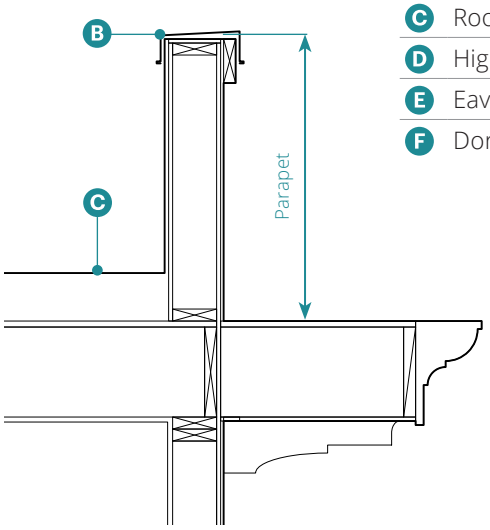


Figure 10-20.12.030.12: Section Detail of Top of Parapet and Flat Roof



Key	
A	Height, Overall
B	Top of Parapet
C	Roof Structure
D	Highest Eave Measurement
E	Eave Assembly
F	Dormer

Figure 10-20.12.030.13: Highest Eave for Pitched Roof

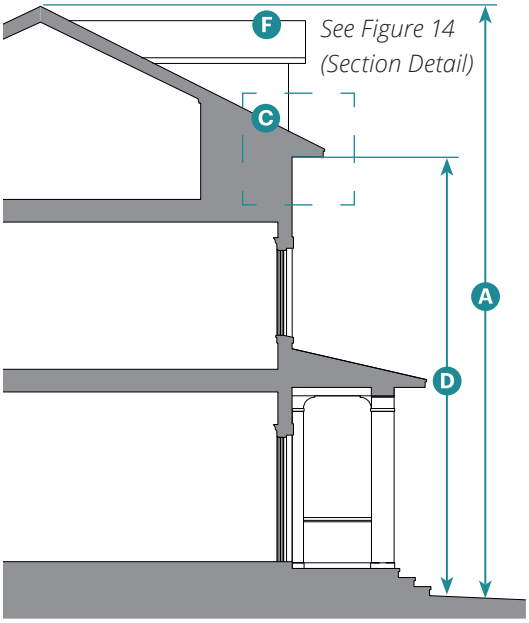
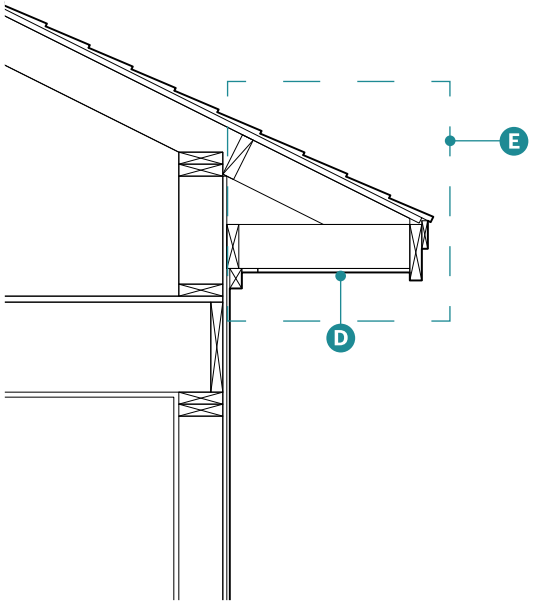


Figure 10-20.12.030.14: Section Detail of Highest Eave for Pitched Roof



4. **Measuring Bays**

A. **Applicability.** All buildings, with or without wings must have defined bays, as specified in Subsection 10-20.06.150.1 (Bay Composition).

B. **Bay Measurement.**

(1) Boundaries of each bay shall extend vertically from the lower boundary of the main body or wing to the upper boundary of the same division and shall not intersect any opening.

(2) Boundary is considered to lie at the midpoint between successive openings unless marked by an expression of vertical structure on the façade. Bay width shall be measured horizontally from one boundary to the next.

C. **Building Types and Bays**. Bays shall be placed according to the following methodology. An example of the methodology is shown in Figure 15 (Example of Massing Type and Bays).

(1) Select main body massing type from Subsection 3 (Building Size and Massing) of the selected building type (e.g., Sloped Roof L). See Figure 10-20.12.030.15A (Select Main Body Massing Composition).

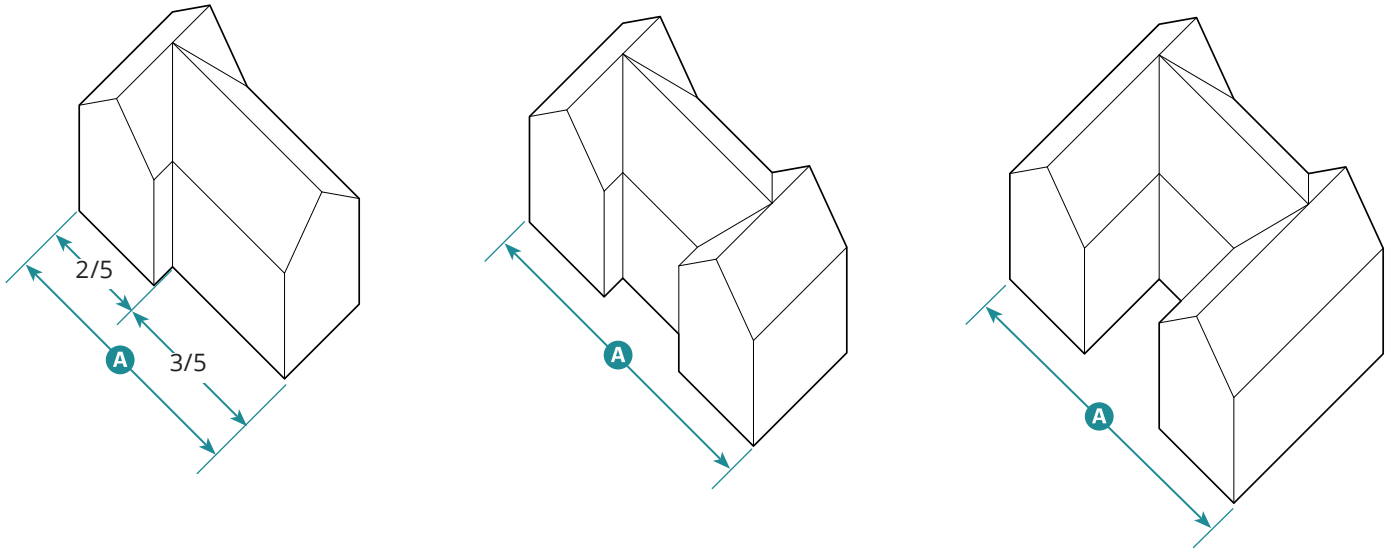
(2) Within each volume/facade of the main body massing, identify and apply a number of bays within the allowed range. See Figure 10-20.12.030.15B (Identify the Required Number or Range of Bays).

(3) See Figure 10-20.12.030.15C (Examples of Bay Compositions in Compliance with Required Massing Proportions) for examples that are consistent with the intent of this standard.

Figure 10-20.12.030.15: Example of Massing Type and Bays

A. Select Main Body Massing Composition

Sloped Roof L	Sloped Roof Forecourt	Sloped Front Courtyard

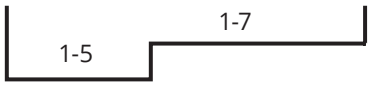


Key

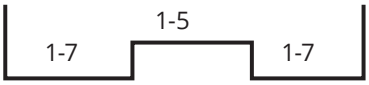
A Required Massing Proportions and Number of Bays

B. Identify the Allowed Range of Bays by Volume/Facade for Selected Massing Type

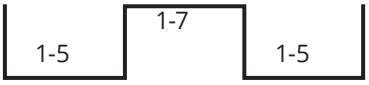
Sloped Roof L: 1-5 Bays + 1-7 Bays



Sloped Roof Forecourt: 1-7 Bays + 1-5 Bays + 1-7 Bays

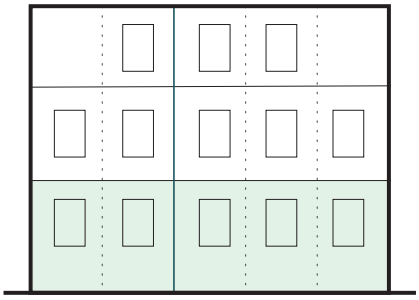


Gabled Courtyard: 1-5 Bays + 1-7 Bays + 1-5 Bays

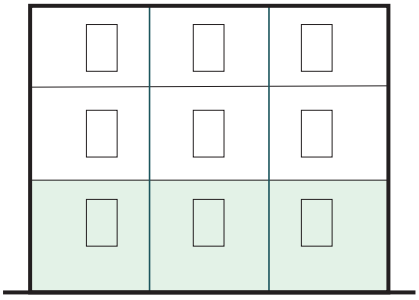


C. Examples of Bay Compositions in Compliance with Required Massing Proportions

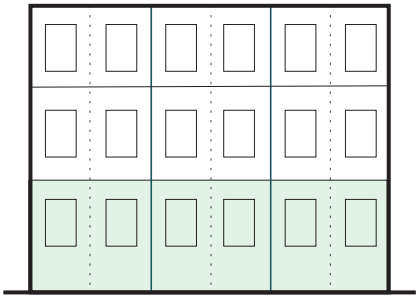
5-Bay Composition (2 + 3)



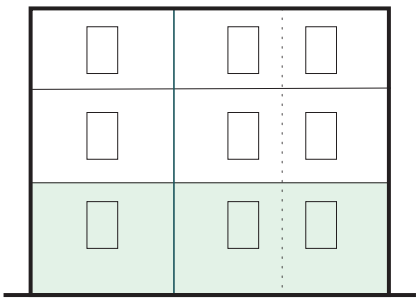
3-Bay Composition (1 + 1 + 1)



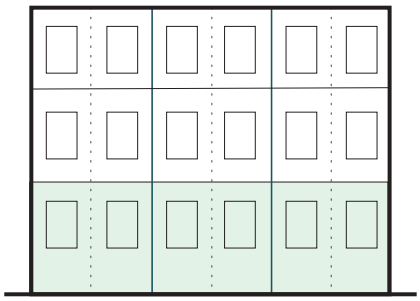
6-Bay Composition (2 + 2 + 2)



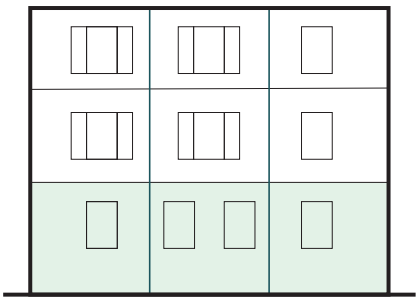
3-Bay Composition (1 + 2)



6-Bay Composition (2 + 2 + 2)



3-Bay Composition (1 + 1 + 1)



Key

☐ Ground Floor

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.8

MEETING DATE:	August 27, 2024
AGENDA TITLE:	Adoption of a Resolution suspending enforcement of Town All Electric Construction Regulations
FROM:	Erica Freeman

RECOMMENDATION

The Town Council Adopt the attached Resolution suspending enforcement of the regulations adopted under Town of San Anselmo Ordinance No. 1165 (All Electric Construction Regulations). (Attachment 1).

BACKGROUND

On June 28, 2022, the Town Council unanimously adopted Ordinance No. 1165, which added Chapter 24 – "All Electric Construction in Newly Constructed Residential Buildings" to Title 9 "Building Regulations" and amended Chapter 9-19 "Green Building Requirements" for consistency. The All-Electric Requirements were adopted as part of the Town of San Anselmo's efforts to meet its ambitious greenhouse gas (GHG) emission-reduction targets by improving energy efficiency and accelerating the decarbonization of residential building types. The All-Electric Requirements were modeled after similar all-electric ordinances enacted by the Town of Fairfax, Marin County, the City of Petaluma, as well as the City of Berkeley's ordinance.

Soon after the ordinance was adopted, the Ninth Circuit Court of Appeals held that the City of Berkeley's all-electric ordinance was preempted by federal law and thus, unenforceable. Based on that decision, the Town paused enforcement of Ordinance No. 1165 to allow time for a final decision in the case. That final resolution came in *California Restaurant Association v. City of Berkeley*, 89 F.4th 1094 (9th Cir. 2024), in which the Ninth Circuit found the City of Berkeley's prohibition on natural gas infrastructure in newly constructed buildings is preempted by the Energy Policy and Conservation Act (EPCA).

Because the All-Electric Requirements of Ordinance No. 1165 are substantially similar to the City of Berkeley's ordinance, they are likely preempted by EPCA. Locally, the Town of Fairfax, Marin County, and Tiburon have paused enforcement, while the City of San Rafael and the Town of Corte Madera have repealed their all-electric requirements.

DISCUSSION/ANALYSIS

Building Department staff recommend that the Town Council formally suspend enforcement of San Anselmo Municipal Code Title 9, Chapter 24, to allow staff time to evaluate alternative methods of meeting the Town's Climate Action Plan goals while complying with the Ninth Circuit's decision.

If enforcing the Town's all-electric building requirements is suspended, Building Department staff will continue to use every opportunity to encourage and promote the benefits of all-electric design during the building permit process. Building Department staff will also continue to inform the public about the benefits of all-electric construction, including the following:

1. Improved environmental and public health outcomes of eliminating criteria pollutants such as nitrogen oxides (NOx), carbon monoxide, and particulate matter, and GHG emissions associated with burning fossil fuels in buildings;
2. Foregoing the expense of installing gas pipes in new buildings;
3. Providing information for any available financial incentives for the installation of all-electric appliances; and
4. Preparing for the potential discontinuation of gas appliances in the future, resulting from possible regulatory actions by regional, state, or federal agencies.

In concert with the State, Building Department staff is also pursuing updates to building codes that comply with the Ninth Circuit's ruling for both new construction and existing buildings. The goal is to ensure that building requirements meet our community's expectations to aggressively reduce building GHG emissions and save energy for the consumer.

The State requires an update to building codes once every three years. The next update cycle, which entails a one-year engagement and development process by staff, begins in earnest in the fall of 2024. The ordinance will be adopted in the fall of 2025, and the amended building code will take effect on January 1, 2026. The process is anticipated to result in an updated amendment of Title 9 "Building Regulations," Chapter 19 – "Green Building Requirements." The current Town regulations are a "reach code", which go above and beyond State minimum building standards.

FISCAL IMPACT

No fiscal impact is associated with adopting the attached Resolution suspending enforcement of the regulations adopted under Town of San Anselmo Ordinance No. 1165 (All Electric Construction Regulations).

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Adoption of the proposed resolution suspending the all-electric building regulations under Ordinance No. 1165 is not a "project" under the California Environmental Quality Act, because it does not involve an activity that has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment (Pub. Res. Code § 21065)

ATTACHMENTS
Attachment 1 – Proposed Resolution Suspending Ordinance No. 1165

RESOLUTION NO.

RESOLUTION OF THE TOWN OF SAN ANSELMO SUSPENDING ENFORCEMENT OF ORDINANCE NO. 1165 (ALL ELECTRIC CONSTRUCTION REGULATIONS)

WHEREAS, on June 28, 2022, the San Anselmo Town Council unanimously adopted Ordinance No. 1165, which added Chapter 24 – "All Electric Construction in Newly Constructed Residential Buildings" to Title 9 "Building Regulations" and amended Chapter 9-19 "Green Building Requirements" for consistency; and

WHEREAS, in *California Restaurant Association v. City of Berkeley*, 89 F.4th 1094 (9th Cir. 2024), the U.S. Court of Appeals for the Ninth Circuit found the City of Berkeley's prohibition on natural gas infrastructure in newly constructed buildings is preempted by the federal Energy Policy and Conservation Act (EPCA). Because the all-electric requirements enacted in San Anselmo Ordinance No. 1165 are substantially similar to the City of Berkeley's ordinance, they are likely preempted by EPCA as well; and

WHEREAS, that the Town Council of the Town of San Anselmo hereby suspends enforcement of the regulations adopted under Ordinance No. 1165; and

WHEREAS, the Town Council finds that adopting this resolution suspending the all-electric building regulations under Ordinance No. 1165 is not a "project" under the California Environmental Quality Act, because it does not involve an activity that has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment (Pub. Res. Code § 21065).

NOW, THEREFORE, BE IT RESOLVED that The Town of San Anselmo hereby suspends enforcement of the Town regulations adopted under Ordinance No. 1165, including Title 9 "Building Regulations" Chapter 24 – "All Electric Construction in Newly Constructed Residential Buildings" and related amendments to Chapter 9-19 "Green Building Requirements".

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of San Anselmo held on this 27th day of August 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Eileen Burke, Mayor

ATTEST:

_____
Serge Avila, Town Clerk

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 1.9

MEETING DATE: August 27, 2024

AGENDA TITLE: Consider reappointing (2) Two Incumbents to the Planning Commission

FROM: Serge Avila, Town Clerk

RECOMMENDATION: For the Town Council to consider reappointing incumbent Gary Smith and Thomas Tunny to the Planning Commission for a four year term.

BACKGROUND & DISCUSSION

Per the Council's direction provided during the meeting of May 9, 2023. There is no need for the Town Council to hold interviews for incumbents when no additional candidates have applied for this position.

The Planning Commission is an active committee established in 1938. Its primary role is to consider how land use decisions affect the Town. In this role, the Commission has review and approval authority for design review, use permits, variances, zoning changes and planned developments. The Commission makes recommendations to the Town Council regarding plan and ordinance updates.

The Planning Commission has a membership of seven seats appointed by the Town Council to serve four-year terms.

Currently there are two vacancies that recently expired August 18, 2024. The Committee is composed of the following members with their respective expiring terms:

Name	***Term***	***Term Expiration***
Thomas Tunny	Expired	August 18, 2024
Gary Smith	Expired	August 18, 2024
Jennifer Asselstine	Current	August 18, 2025
Tim Heiman	Current	August 18, 2025
Peter Thomas Strauss	Current	August 18, 2026
Kim Pipkin	Current	August 18, 2026
Zachary Koblick de Leon	Current	January 31, 2027

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

CEQA AND CLIMATE ACTION PLAN CONSISTENCY
The proposed appointment 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- Gary Smith- Application no Resume
Attachment 2- Thomas Tunny- Application w/ Resume

Application for Appointment to a San Anselmo Board/Commission/Committee

Profile

Gary
First Name

Middle Initial

Smith
Last Name

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Occupation

Retired

Employer's Address

Not Applicable - retirement effective June 2022.

Which Boards would you like to apply for?

Planning Commission: Submitted

Number of years as resident of San Anselmo?

8

Number of years as a resident in Marin?

8

Name and phone numbers of three San Anselmo residents who can be contacted for referral information about me:

Beth Flynn: (415) 310-9486 Peter Knuth: (415) 725-3060 Brian Colbert: (415) 938-6852

Education Level Achieved *

- [x] College/University Degree

Interests & Experiences

I would be able to regularly attend the meetings of this Board/Commission/Committee.

◉ Yes ○ No

I would be available to attend additional meetings when they are necessary.

◉ Yes ○ No

I am familiar with the responsibilities and functions of this Board/Commission/Committee.

◉ Yes ○ No

I have attended meetings of the Board/Commission/Committee as a member of the public.

◉ Yes ○ No

List briefly, previous experience serving the public office, and/or civic commissions, boards, or committees:

Currently serving as Planning Commissioner for the Town of San Anselmo. Formerly serviced as Planning Commissioner for the City of Hercules (partial term).

Reasons for this appointment:

Continued public service and support as a town Planning Commissioner.

What are your qualifications for this appointment?

Prior service on Planning Commissions. Four decade career in corporate real estate where responsibilities included: real estate site selection through facility design, construction and occupancy; space lease negotiations; corporate branding/signage programs for over 500 sites; and programs to design and construct 9 corporate/public museums.

Briefly, what do you consider to be the most important, one or two current issues facing this Board/Commission/Committee?

Facilitate new project developments to meet the Housing Element mandate. Uniform application of code based design - which may improve project applicants understanding of parameters that must be met for project approval.

LinkedIn Profile

Upload a Resume

You may attach other documentation which you believe would be helpful to the Council in its selection process.

Please Agree with the Following Statement

I understand that I and all other applicants will be personally interviewed by the Town Council (or the entity overseeing the Steering and Short Term Committees) as part of the selection process for this appointment. I also understand that my application material will be a public document and available on the Town's website. Sensitive materials that you don't wish to be posted on the website should not be included with the application.

☑ I Agree

E-Signature:

Gary D. Smith

Thank you for your interest in serving the Town of San Anselmo and its citizens. For further information, please contact the Town Clerk, townclerk@townofsananselmo.org or 415-258-4660.

Application for Appointment to a San Anselmo Board/Commission/Committee

Profile

Thomas
First Name

Middle Initial

Tunny
Last Name

Email Address

Home Address

Suite or Apt

City

State

Postal Code

Primary Phone

Alternate Phone

Occupation

Attorney

Employer's Address

One Bush Street, Suite 600 San Francisco, CA 94104

Which Boards would you like to apply for?

Planning Commission: Submitted

Number of years as resident of San Anselmo?

19

Number of years as a resident in Marin?

21

Name and phone numbers of three San Anselmo residents who can be contacted for referral information about me:

Markham Connolly, 415-244-4060 Sutton Cunningham, 415-717-8026 Emily Nelson, 415-747-9404

Education Level Achieved *

- [x] Master's Degree

Interests & Experiences

I would be able to regularly attend the meetings of this Board/Commission/Committee.

(•) Yes ( ) No

I would be available to attend additional meetings when they are necessary.

(•) Yes ( ) No

I am familiar with the responsibilities and functions of this Board/Commission/Committee.

(•) Yes ( ) No

I have attended meetings of the Board/Commission/Committee as a member of the public.

(•) Yes ( ) No

List briefly, previous experience serving the public office, and/or civic commissions, boards, or committees:

I have served on the San Anselmo Planning Commission for 4 years.

Reasons for this appointment:

My interest in the town's planning and zoning.

What are your qualifications for this appointment?

My prior experience on the Commission, my work as a land use attorney, and my service on a variety of related boards of directors.

Briefly, what do you consider to be the most important, one or two current issues facing this Board/Commission/Committee?

How to meet our housing goals and keep downtown vibrant.

LinkedIn Profile

https://www.linkedin.com/in/thomas-tunny-b1625b16/

Resume.docx

Upload a Resume

You may attach other documentation which you believe would be helpful to the Council in its selection process.

Please Agree with the Following Statement

I understand that I and all other applicants will be personally interviewed by the Town Council (or the entity overseeing the Steering and Short Term Committees) as part of the selection process for this appointment. I also understand that my application material will be a public document and available on the Town's website. Sensitive materials that you don't wish to be posted on the website should not be included with the application.

☑ I Agree

E-Signature:

Thomas Tunny

Thank you for your interest in serving the Town of San Anselmo and its citizens. For further information, please contact the Town Clerk, townclerk@townofsananselmo.org or 415-258-4660.

THOMAS TUNNY
229 LOS ANGELES BLVD.
SAN ANSELMO, CA 94960
Telephone: (415) 517-2973
Email: ttunny@reubenlaw.com

WORK EXPERIENCE

Partner, Reuben, Junius & Rose, LLP
(2011- present) Practice involves all aspects of San Francisco planning and land use law

San Anselmo Planning Commission
(2020 - present) Commission Chair 2023-2024

Senior Counsel, Allen Matkins Leck Gamble Mallory & Natsis LLP
(2002 - 2011) Practice involved all aspects of state-wide land use law

Associate, Sanger & Olson
(2000 - 2002) Practice involved all aspects of land use and real estate law

Judicial Extern, The Honorable Martin J. Jenkins, U.S. District Court, N.D. Cal.
(Fall 1999) Researched and wrote legal memoranda and oral briefings for Judge Jenkins

Congressional Aide, US Representative Anna G. Eshoo, 14th District, California
(1992 - 1997) Focus on environmental issues

AREAS OF PRACTICE

Representation of private and public sectors in all aspects of California land use entitlement, local government, and local elections law, as well as real property law; litigation and transactional background

REPRESENTATIVE CLIENTS/MATTERS

One Oak Street, San Francisco (Emerald Fund)

Land use counsel to developer of 400-foot, 540-dwelling unit residential tower

744 Harrison Street, San Francisco

Land use counsel to developer of 8-story, 50-room hotel

955 Post Street, San Francisco

Represented developer of 8-story, 69-unit residential project with 25% affordable units in successfully obtaining all project entitlements

Kilroy Realty Co.

Ongoing representation of major San Francisco developer and property owner, performing extensive and detailed land use due diligence, negotiating and drafting City agreements, and obtaining entitlements for several significant office projects in San Francisco, including Mission Bay, 350 Mission Street, and the Flower Mart

Ellis Specific Plan and Development Agreement

Represented developer (The Surland Companies) in the drafting and processing of CEQA compliance documents (EIR), General Plan Amendment and Ellis Specific Plan approvals, and the drafting and negotiation of a Development Agreement (and other related agreements) with the City of Tracy

Boston Properties

Ongoing representation of major San Francisco developer and property owner, negotiating and drafting City agreements and obtaining entitlements for its various San Francisco properties, including the Salesforce Tower, 535 Mission Street, and the Embarcadero Center

PUBLICATIONS, PRESENTATIONS AND AWARDS

- Regular contributor to the Reuben, Junius & Rose weekly land use law update
- California Lawyer Magazine *Rising Star*, 2009 and 2010
- "Protect Your Development Approvals Through Market Cycles," *Daily Journal*, April 27, 2011, co-author with Michael Durkee
- "Bay Area Air District Sets Thresholds for Greenhouse Gas Emissions," *Daily Journal*, July 13, 2010, co-author with Michael Durkee
- Co-Instructor, one-day class "Overview of California Land Use Law"

- Co-Instructor, "The California Environmental Quality Act, An Overview," (one-day classes)
- Presenter, "Fundamentals of Commercial Real Property Practice," California Continuing Education of the Bar, Irvine, California

EDUCATION

University of California, Hastings College of the Law (J.D. 2000)
Articles Editor, West-Northwest Journal of Environmental Law and Policy

University of California, Berkeley (Master of City Planning 2000)
Concentration in Regional Planning and Environmental Planning

Bowdoin College (B.A. 1990)

BOARDS AND ASSOCIATIONS

Canal Alliance QALICB Board, Member

Sierra Club Marin County Chapter Executive Committee, Member

SERES (Guatemala and El Salvador), Past Board Member

California Bar Association, Real Property and Environmental Law Sections, Member

State Bar Environmental Legislation Committee

Urban Land Institute, Member

San Francisco Planning and Urban Research Association, Member

STAFF REPORT

TOWN OF SAN ANSELMO Item #:1.10

MEETING DATE: 8/27/24

AGENDA TITLE: Consideration of Special Event Application – All About Owls

FROM: Mattie O'Grady – Interim Community Services Director

RECOMMENDATION: That Council approve the Community Garden's and San Anselmo Recreation Department's application for the All About Owls event scheduled for Sunday, September 29, 2024, from 4:00 – 6:00 pm.

BACKGROUND

The San Anselmo Community Gardens and Robson Aftercare are partnering on their first evert event - All About Owls.

All About Owls is a Sonoma County based conservation organization that offers presentations with live owls to schools, environmental organizations and for events. They teach about the natural history, identification, and the amazing facts of our local owls, and how to protect them through conservation and stewardship.

DISCUSSION/ANALYSIS

This partnership can significantly benefit each other through a symbiotic relationship that fosters growth and learning for both children and the community. This collaboration not only nurtures a sense of environmental stewardship among children but also builds a stronger, more interconnected community where shared resources and educational opportunities are leveraged for mutual benefit.

The expected attendance is 30-50 people and staff is requesting the use of the upper Robson Harrington Park and the first floor of the Robson Harrington House for restroom access. Staff is recommending there be no amplified sound and is also requiring a certificate of insurance.

FISCAL IMPACT
The Recreation Department will cover the $200 fee for the presentation.

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 1 – Event Application

~~Insurance~~
~~picnic area rental~~

TOWN OF SAN ANSELMO
EST 1907

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

APPLICATION FOR COMMUNITY-BASED EVENTS

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

EVENT INFORMATION

Name of event:

Organization(s) presenting the event: San Anselmo Community Garden

Other event sponsor(s), if any: and Town of San Anselmo

Contact Person: Tom Frillmann **Phone Number:** 415 747 9325

Address: **Email:** tom paul f@gmail.com

Event Date(s): 9/29/2024

Start and end times: 4-6 pm **Number of attendees (estimate):** 30-50

Location: Upper Lawn Robson Harrington Park 237 Crescent Rd.

Will alcohol be served or sold?

Yes ☐ No ☒

Brief Event Description:

presentation by members of organization - All about owls. They will bring several live owls. Discuss life of owls, their role in the park ecosystem. how use of rat poison affects owl safety.

Public space requested:

- ☐ Creek Park
- ☐ Pine Street Parking Lot
- ☐ Town Hall Lawn
- ☐ Imagination Park
- ☐ Other: Robson Harrington Park - upper
- ☐ 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:** Fabian House 1st Floor

Additional Comments on the Public Space Requested:

Will need folding chairs and possibly a tent or canopy.

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: Tom Frillman Date: 8.12.24

NAME OF EVENT: DATE OF EVENT:

DEPARTMENT	COMMENTS/CONDITIONS	APPROVED BY
POLICE		M. Norton & H. Khalili
FIRE		D. Mahoney
RECREATION	No amplified sound. Organization must provide a certificate of insurance	D. Mauk & M. O'Grady
PUBLIC WORKS		S. Condry & J. Healy
ADMINISTRATION		D. Donery
TOWN COUNCIL		

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 2.1

MEETING DATE: August 27, 2024

AGENDA TITLE: Adoption of the Marin County Multi-Jurisdictional 2024 Hazard Mitigation Plan and the Town of San Anselmo Annex (collectively, the "Local Hazard Mitigation Plan"); adoption and Amendment to the Safety Element of the General Plan to Incorporate the Local Hazard Mitigation Plan; Making the Associated CEQA Findings.

FROM: Erica Freeman, Building Official
Lindsey Klein, Senior Planner

RECOMMENDATION

The Town Council hold a public hearing and make the following motions:

1. Adopt a Resolution adopting the 2024 Marin Multi-Jurisdictional Hazard Mitigation Plan and the Town of San Anselmo Annex to the Plan (collectively, the "Local Hazard Mitigation Plan") (**Attachment 1**).

2. Adopt a Resolution amending the Safety Element of the General Plan to incorporate the Local Hazard Mitigation Plan by reference and correct typographical errors (**Attachment 7**).

BACKGROUND

Local Hazard Mitigation Plan Requirements

Every five years, the Marin County Operational Area produces a Multi-Jurisdictional Hazard Mitigation Plan through an ongoing multi-jurisdictional planning effort. In compliance with the Disaster Mitigation Act of 2000 (Public Law 106-390), the 2024 Marin County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) (**Attachment 2**) updates the previous plan, adopted in 2018. The planning area for the MJHMP encompasses the entire geographic area of Marin County. In addition to the recommendation to adopt the 2024 MJHMP, the County developed the Town of San Anselmo Community Profile ("Town of San Anselmo Annex") (**Attachment 3**). The MJHMP and the Town of San Anselmo Annex are referred to collectively as the Town's "Local Hazard Mitigation Plan." The Local Hazard Mitigation Plan was approved by the California Governor's

Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) on May 6, 2024, and July 3, 2024, respectively (**Attachments 5** and **6**).

The Local Hazard Mitigation Plan development process included the following activities:

1. Identification of potential planning partners. Partners who chose to participate submitted Letters of Intent, committing resources to the development effort.
2. Identification and assessment of the risks of natural hazards.
3. Development of actions to mitigate the risks and a plan to implement the actions over the next five years.
4. Public involvement in the development and review of the Local Hazard Mitigation Plan**.**
5. Approval of the Local Hazard Mitigation Plan by Cal OES and FEMA.

General Plan Safety Element Requirements

To be eligible for additional state and federal pre- and post-disaster funding, the Town must be in compliance with Assembly Bill (AB) 2140, passed in 2006. This bill mandates the Safety Element of a local jurisdiction's General Plan either include an approved Local Hazard Mitigation Plan as an appendix to the General Plan or that the Local Hazard Mitigation Plan be included by reference in the Safety Element.

On August 19, 2024, the Planning Commission recommended that the Town Council adopt a Resolution amending the Safety Element of the General Plan to incorporate the Local Hazard Mitigation Plan by reference and find that the Amendments to the Safety Element are exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3). More information about the recommendation can be found in the August 19, 2024 Planning Commission Staff Report (**Attachment 9**).

DISCUSSION/ANALYSIS

The Local Hazard Mitigation Plan provides the following:

- Systematically assesses local natural and human-caused hazards, such as flooding, drought, wildfire, landslides, severe weather, terrorism, cyber threats, pandemics, and the impact of climate change.
- Identifies mitigation actions to reduce the level of injury, property damage, and community disruption that might otherwise result from such hazards.
- Pools resources from throughout the County and creates a uniform local hazard mitigation plan that can be consistently implemented.

- Embraces best practices by planning for County-wide mitigation projects, as such, increases the likelihood of being awarded grant monies from FEMA for mitigation projects.
- Ensures eligibility for AB 2140, when adopted into the Town of San Anselmo General Plan Safety Element.
- Ensures eligibility for FEMA and Cal OES grants.

The first attached proposed Resolution adopts the Local Hazard Mitigation Plan.

The second proposed Resolution amends the Safety Element of the General Plan to remove and replace the references to the Town's previous MJHMP (adopted in 2018) with references to the Town's adopted Local Hazard Mitigation Plan and correct typographical errors. The Amendments, as shown in the Draft Safety Element (**Attachment 8**) and the August 19, 2024, Planning Commission Staff Report (**Attachment 9**), would bring the language into compliance with the Disaster Mitigation Act of 2000 and AB 2140.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the Local Hazard Mitigation Plan or the adoption of Amendments to the Safety Element of the General Plan to reference the 2024 Local Hazard Mitigation Plan and correct errors.

GENERAL PLAN CONSISTENCY

As supported and referenced in **Attachment 1**, the adoption of the 2024 Local Hazard Mitigation Plan and referenced in **Attachment 7** the Amendments to the Safety Element of the General Plan are consistent with the existing General Plan. Specifically, the adoption of the Local Hazard Mitigation Plan and the Amendments to the Safety Element are consistent with Safety Element Policy S-1.9 and Action S-1.9a.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The adoption of the 2024 Local Hazard Mitigation Plan and the Amendments to the Safety Element of the General Plan are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendments would have a significant effect on the environment. The Amendments would make no changes to land uses, development intensities, or the rate at which development is expected to occur, and therefore would have no significant environmental effect.

The adoption of the 2024 Local Hazard Mitigation Plan and the Amendments to the Safety Element of the General Plan are consistent with Climate Action Plan 2030 Measure A-1 (Preparation and Response), which calls for the Town to continue to incorporate the increased wildfire, extreme heat, storm events and other extremes in the Town's Local Hazard Mitigation Plan.

ATTACHMENTS

Attachment 1 - Draft Resolution adopting the 2024 Marin Multi-Jurisdictional Hazard Mitigation Plan and the Town of San Anselmo Annex (collectively, “Local Hazard Mitigation Plan”)
Attachment 2 - Marin County MJHMP 2023 Vol. 1
Attachment 3 - San Anselmo Annex Vol. 2
Attachment 4 - AB 2140 Fact Sheet_2024 update
Attachment 5 - Cal OES submittal to FEMA letter 5-9-2024
Attachment 6 - FEMA letter 7-3-2024
Attachment 7 - Draft Resolution Amending the Safety Element of the General Plan
Attachment 8 - Draft Safety Element
Attachment 9 - August 19, 2024 Planning Commission Agenda Item 5.B Staff Report

RESOLUTION NO.

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO ADOPTING THE 2024 MARIN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AND THE TOWN OF SAN ANSELMO ANNEX TO THE PLAN (COLLECTIVELY, THE "LOCAL HAZARD MITIGATION PLAN")

WHEREAS, natural hazards, such as earthquakes, floods, and wildfires, pose a significant threat to the residents and visitors of the Town of San Anselmo ("Town"); and

WHEREAS, disasters start and end at the local level, it is the inherent responsibility of local government to lead hazard mitigation and the reduction of risk and vulnerability to hazards; and

WHEREAS, the Town, in coordination with neighboring jurisdictions and special districts, produced the Town of San Anselmo Annex to the 2024 Marin Multi-Jurisdictional Local Hazard Mitigation Plan to provide a framework for hazard mitigation; and

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of San Anselmo does hereby adopt the Town of San Anselmo Annex to the 2024 Marin County Multi-Jurisdictional Hazard Mitigation Plan and adopts the underlying Marin County Multi-Jurisdictional Hazard Mitigation Plan (referred to collectively as the Town's "Local Hazard Mitigation Plan".

BE IT FURTHER RESOLVED that the Town Council finds that approval of this resolution, which adopts the Local Hazard Mitigation Plan, 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).

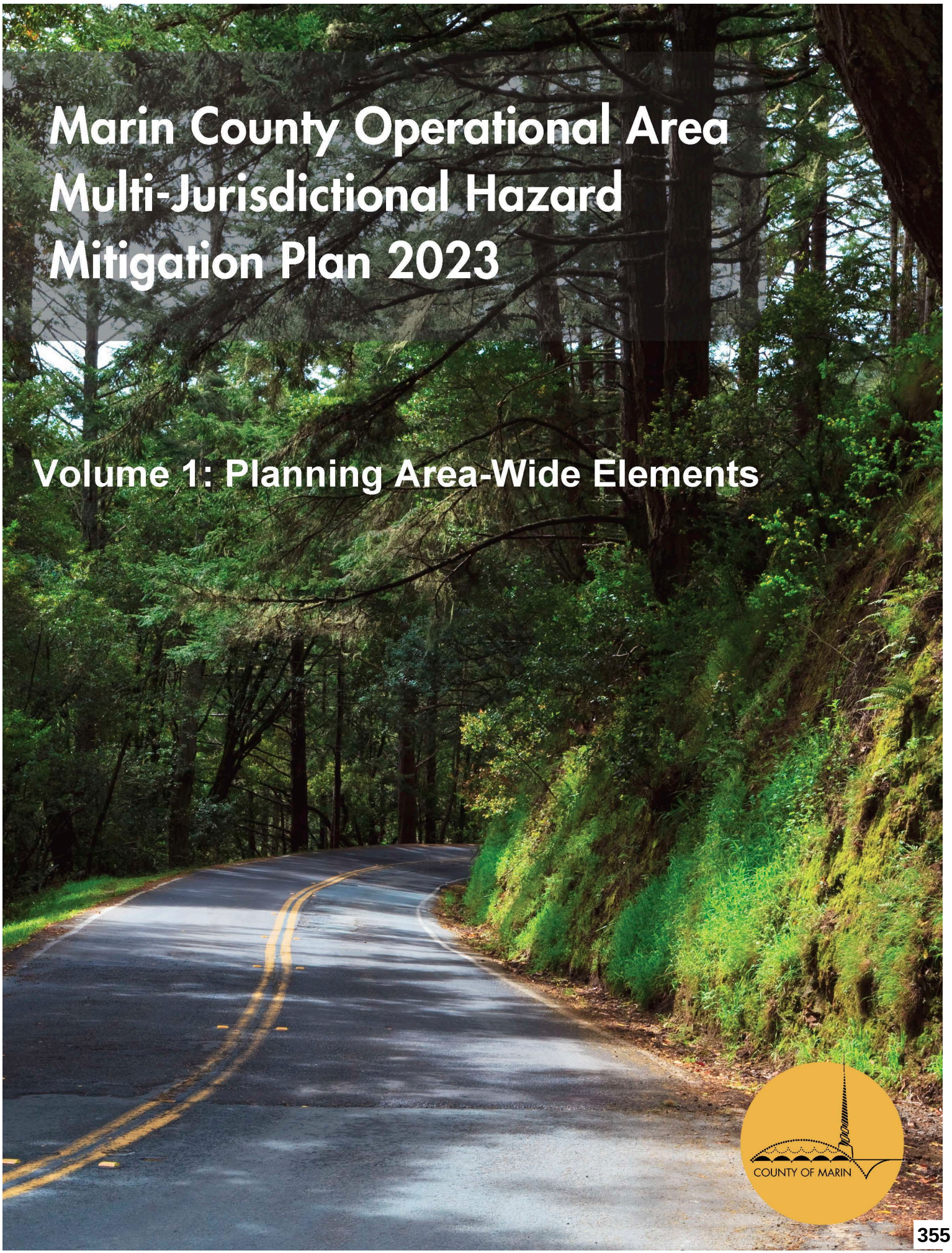
PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of San Anselmo held on this 27th day of August 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Eileen Burke, Mayor

ATTEST:

_____
Serge Avila, Town Clerk



Marin County Operational Area Multi-Jurisdictional Hazard Mitigation Plan 2023

Volume 1: Planning Area-Wide Elements

Cover Photo: The image provided by the Marin County Office of Emergency Management, illustrates the precarious balance of mitigating potential wildfire fuels to ensure a safe evacuation corridor while preserving the exquisite natural beauty unique to Marin County.

EXECUTIVE SUMMARY

The Marin County Operational Area (OA) and the sixteen (16) jurisdictions and special districts within the Marin County OA prepared this Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) update to the 2018 Marin County MJHMP to guide County, City, and Special District managers in protecting the people and property within the County from the effects of natural disasters and hazard events. These planned actions will make Marin County and its residents less vulnerable to future hazard events, demonstrates the communities' commitment to reducing risks from hazards, and serves as a tool to help decision makers direct mitigation activities and resources.

HAZARD MITIGATION

Hazard Mitigation is defined as "any sustained action taken to eliminate or reduce long-term risk to human life, property, and the environment posed by a hazard".

Hazard mitigation planning is the process of making any sustained plan or course of action taken to reduce or eliminate long-term risk to people and property from both natural hazards and their effects. The planning process includes establishing goals and recommendations for mitigation strategies.

Hazard mitigation may occur during any phase of a threat, emergency, or disaster. Mitigation can and should take place during the preparedness (before), response (during), and recovery (after) phases. The process of hazard mitigation involves evaluating the hazard's impact and identification and implementation of actions to minimize the impact.

PURPOSE OF THE HAZARD MITIGATION PLAN

Information in this plan will be used to help guide and coordinate mitigation activities and decisions for local land use policy in the future. Proactive mitigation planning will help reduce the cost of disaster response and recovery to communities and their residents by protecting critical community facilities, reducing liability exposure, and minimizing overall community impacts and disruptions. The Marin County OA planning area has been affected by hazards in the past and is thus committed to reducing future impacts from hazard events and becoming eligible for mitigation-related federal funding.

MITIGATION PLAN UPDATE

This 2023 MJHMP is a comprehensive update of the 2018 Marin County Local Hazard Mitigation Plan, which included the unincorporated county, eleven (11) jurisdictions and the North Marin Water District. FEMA approved the 2018 plan on December 27, 2018, and it will expire on December 27, 2023. The current update meets federal requirements for updating hazard mitigation plans on a five-year cycle. It represents the fifth iteration of the Marin County hazard mitigation plan. Fifty-eight planning partners participated in this update, as listed in Tables 2.2 and 2.4.

The Marin County Office of Emergency Management was the lead County Department coordinating this MJHMP update. The Marin County Office of Emergency Management

appointed new leadership in 2023 and the Director, Steven Torrance, made the update to this plan a priority.

The planning area and participating jurisdictions and special districts were defined to consist of the unincorporated county, eleven (11) jurisdictions and five (5) special districts within the geographical boundary of Marin County. All partners to this plan have jurisdictional authority within this planning area. The jurisdictions participating in the 2023 Marin County MJHMP were represented by:

Table 2.1: 2023 MJHMP Participating Jurisdictions

	Jurisdiction	Representative	Title
1	Marin County	Hannah Tarling	Emergency Management Coordinator
2	Marin County	Chris Reilly	OEM Project Manager
3	City of Belvedere	Irene Borba	Director of Planning
4	City of Larkspur	Loren Umbertis	Public Works Director
5	City of Mill Valley	Patrick Kelly	Director of Planning and Building
6	City of Novato	Dave Jeffries	Consultant/JPSC
7	City of San Rafael	Quinn Gardner	Deputy Emergency Services Coord.
8	City of Sausalito	Kevin McGowan	Director of Public Works
9	Town of Corte Madera and Sanitary District #2	RJ Suokko	Director of Public Works
10	Town of Fairfax	Loren Umbertis	Public Works Director
11	Town of Ross	Richard Simonitch	Public Works Director
12	Town of San Anselmo	Sean Condry	Public Works & Building Director
13	Town of Tiburon	Sam Bonifacio	Assistant Planner
14	Bolinas Community Public Utility District	Jennifer Blackman	General Manager
15	Las Gallinas Valley Sanitary District	Dale McDonald	Administrative Services Manager
16	North Marin Water District	Eric Miller	Asst. General Manager
17	Southern Marin Fire District	Marshall Nau	Fire Marshall/South Marin Fire Dist.

PARTICIPATING JURISDICTION HAZARD ASSESSMENT

Each Marin County OA MJHMP participating jurisdiction and special district reviewed and approved the Top Hazards identified by the Planning Team. Each participating jurisdiction and organization then completed a more complex assessment tool to further develop their hazard assessment and prioritization.

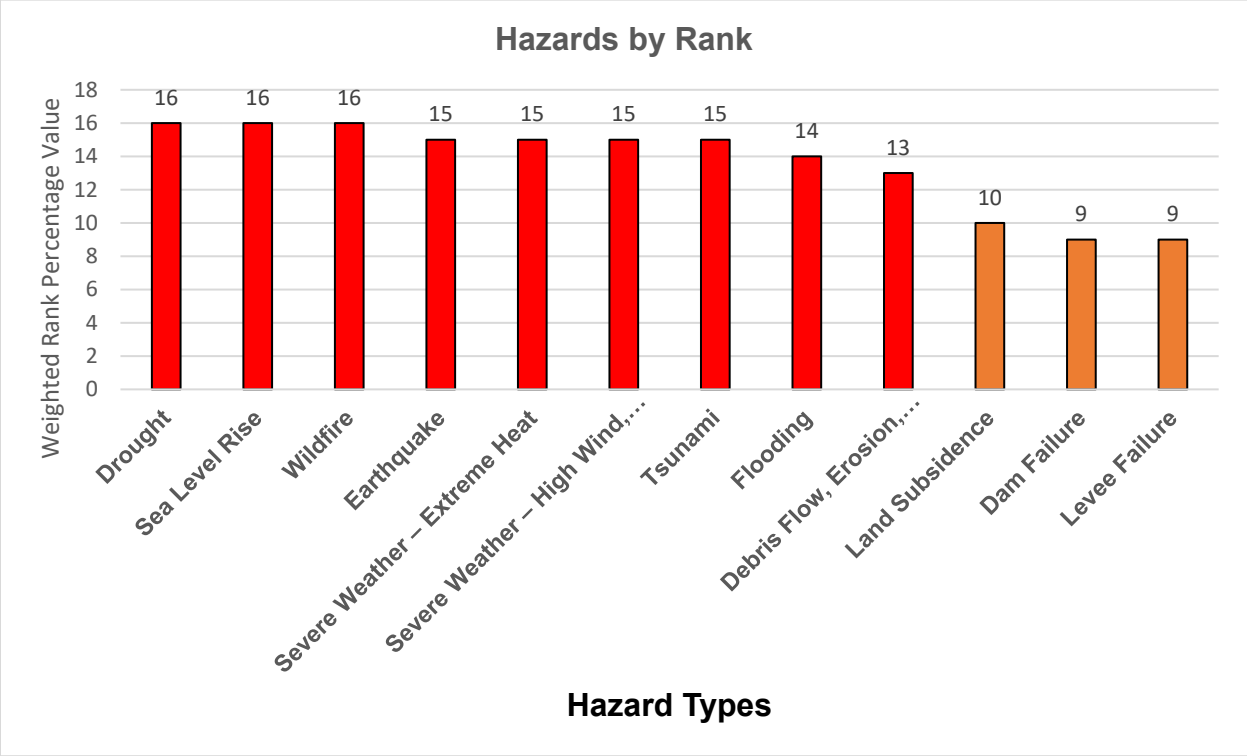
The planning process used the available FEMA tools to evaluate all the possible threats faced. The primary tool selected was the Hazard Assessment and Prioritization Tool. This matrix allowed the participating jurisdiction or organization to assess their own level of vulnerability and mitigation capability. Each participating Jurisdiction and organization assessed the top hazards for:

- Probability and frequency
- Impact to property, resources, and humans
- Mitigation capacity

The results of these participating jurisdiction and organization hazard assessment and prioritization are illustrated in the following tables.

Table 3.4: Marin County Hazard Risk Assessment

Hazard	Probability/ Likelihood of Future Events	Geographic Extent	Magnitude / Severity	Climate Change Influence	Significance	Risk Score
Dam Failure	Unlikely	Negligible	Extreme	Low	Medium	**9.00**
Debris Flow, Erosion, Landslide, Post-Fire Debris Flow	Occasional	Extensive	Severe	Medium	Medium	**13.00**
Drought	Highly Likely	Extensive	Moderate	High	High	**16.00**
Earthquake	Highly Likely	Extensive	Extreme	None	High	**15.00**
Flooding	Highly Likely	Limited	Severe	High	Medium	**14.00**
Land Subsidence (Sinkhole)	Occasional	Limited	Moderate	Medium	Medium	**10.00**
Levee Failure	Unlikely	Negligible	Moderate	Medium	High	**9.00**
Sea Level Rise	Highly Likely	Limited	Extreme	High	High	**16.00**
Severe Weather – Extreme Heat	Highly Likely	Extensive	Moderate	High	Medium	**15.00**
Severe Weather – Wind, Tornado	Highly Likely	Extensive	Moderate	High	Medium	**15.00**
Tsunami	Highly Likely	Limited	Extreme	Medium	High	**15.00**
Wildfire	Highly Likely	Significant	Severe	High	High	**16.00**



Risk Level	Risk Numerical Score
High Risk	12 - 16
Serious Risk	8 - 11
Moderate Risk	4 - 7
Low Risk	1 - 3

MITIGATION GOALS

The information developed from the risk assessment was used as the primary basis for developing mitigation goals and objectives. Mitigation goals are defined as general guidelines explaining what each jurisdiction wants to achieve in terms of hazard and loss prevention.

Hazard Risk Prioritization

↓

Mitigation Goals & Objectives

↓

Mitigation Project Identification

↓

Mitigation Project Implementation

Goal 1: Minimize risk and vulnerability of the community to the impacts of natural hazards and protect lives and reduce damages and losses to property, economy, and environment in Marin County.

- Minimize economic and resource impacts and promote long-term viability and sustainability of resources throughout Marin County.
- Minimize impact to both existing and future development.
- Provide protection for public health.
- Prevent and reduce wildfire risk and related losses.

Goal 2: Provide protection for critical facilities, infrastructure, utilities, and services from hazard impacts.

- Incorporate defensible space and reduce hazard vulnerability.
- Develop redundancies in utilities and services.
- Enhance resilience through enhanced construction.

Goal 3: Improve public awareness, education, and preparedness for hazards that threaten our communities.

- Enhance public outreach and participation in the Alert Marin Emergency Notification System.
- Enhance public outreach, education, and preparedness program to include all hazards of concern.
- Increase public knowledge about the risk and vulnerability to identified hazards and their recommended responses to disaster events, including evacuation and sheltering options.
- Provide planning and coordination for "At-Risk" populations.
- Provide planning and coordination for companion animals, livestock, and other animal populations.
- Increase community awareness and participation in hazard mitigation projects and activities.

Goal 4: Increase communities' capabilities to be prepared for, respond to, and recover from a disaster event.

- Improve interagency (local, state, federal) emergency coordination, planning, training, and communication to ensure effective community preparedness, response and recovery.
- Enhance collaboration and coordination of disaster-related plans, exercises, and training with local, state, and federal agencies, neighboring communities, private partners, and volunteers.
- Enhance the use of shared resources/Develop a strong mutual aid support system.
- Create and maintain a fully functional, interoperable radio and communication system with all regional public safety partners.

Goal 5: Maintain FEMA Eligibility/Position the communities for grant funding.

- Review hazard events and ongoing hazard mitigation projects annually.
- Assess the need to pursue or adjust hazard mitigation projects after significant hazard events.

Goal 6: Reduce exposure to High Hazard Dams that pose an unacceptable risk to the public.

- Improve alert and warning systems to provide residents downstream of a High Hazard Dam to receive timely warning to evacuation when threatened by potential or imminent dam failure.
- Enhance overall community preparedness to respond and evacuate a potential or imminent dam failure.
- Increase public awareness of the risk posed by High Hazard Dams and the potential for relocation of housing outside a possible inundation zone.
- Prioritize High Hazard Dam Mitigation projects and programs.

MITIGATION STRATEGY

The mitigation strategies and activities designed to reduce or eliminate losses resulting from natural hazards are the centerpiece of the mitigation planning process. Through the mitigation actions, participating jurisdictions will become more resilient to disasters.

The 2023 Marin County OA MJHMP was revised to reflect progress in local mitigation efforts. Mitigation projects were selected for each hazard and for Marin County, the eleven (11) jurisdictions and the five (5) special districts based on the hazard risk assessment. The projects are supported by the mitigation goals and objectives and are ranked using the following criteria: approximate cost, timeframe of completion, whether the project requires Board of Supervisors regulatory action, and an assumption as to whether or not the project would be subject to CEQA or NEPA requirements. Funding sources are identified for all projects. All projects consider new, future, and existing development.

ACKNOWLEDGEMENTS

The Marin County Office of Emergency Management and Preparative Consulting would like to thank those collaborators and partners who participated in the planning and development of this document.

The official Marin County Operational Area Hazard Mitigation Steering Committee provided the oversight and dedication to this project that was required and without their commitment, this project would not be possible.

As with any working plan, this document represents planning strategies and guidance as understood as of the date of this plan's release. This plan identifies natural hazards and risks and identifies the hazard mitigation strategy to reduce vulnerability and make the communities of the Marin County Operational Area more disaster resistant and sustainable.

2023 Marin County Operational Area Multi-Jurisdictional Hazard Mitigation Plan

Prepared For:

Marin County Fire Department
Office of Emergency Management
1600 Los Gamos Drive, Suite #301
415-473-6584

Prepared By:

Preparative Consulting
PO Box 143
Vacaville, CA 95696
707-685-2209

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LETTER OF PROMULGATION

March 5, 2024

To: Officials and Employees of Marin County

The preservation of life and property is an inherent responsibility of all levels of government. Whereas disasters may occur in devastating form at any time, Marin County must provide safeguards which will save lives and minimize property damage through mitigation planning and training. Sound mitigation planning carried out by knowledgeable and well-trained personnel can and will minimize losses.

The Marin County Operational Area Multi-Jurisdictional Hazard Mitigation Plan identifies the hazard risks and vulnerabilities for the Marin County Operational Area and identifies mitigation projects and actions to help reduce those risks. It provides for the integration and coordination of planning efforts of Marin County, the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael and Sausalito; the Towns of Corte Madera, Fairfax, Ross, San Anselmo and Tiburon; the Bolinas Community Public Utility District, the Central Marin Fire Department, the Las Gallinas Valley Sanitary District, the North Marin Water District, the Sanitary District Number 2, and the Southern Marin Fire Department.

The content of this plan is based upon guidance approved and provided by the Federal Emergency Management Agency and the California Governor's Office of Emergency Services. The intent of the Multi-Jurisdictional Hazard Mitigation Plan is to provide direction on how to mitigate against the threat of disaster through effective mitigation strategies and initiatives.

Once adopted, this plan will be reviewed and tested periodically and revised as necessary to meet changing conditions and requirements.

The Marin County Board of Supervisors gives its full support to this Multi-Jurisdictional Hazard Mitigation Plan and urges all public employees and individuals to mitigate against the threat of disaster before they occur.

Dennis Rodoni
President, Board of Supervisors
Marin County

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SECTION 1.0: INTRODUCTION

Each year in the United States, natural disasters take the lives of hundreds of people and injure thousands more. Nationwide, taxpayers pay billions of dollars annually to help communities, organizations, businesses, and individuals recover from disasters. These monies only partially reflect the true cost of disasters, because additional expenses to insurance companies and nongovernmental organizations are not reimbursed by tax dollars. Many natural disasters are predictable, and much of the damage caused by these events can be alleviated or even eliminated.

Hazard mitigation is defined by FEMA as "any sustained action taken to reduce or eliminate long-term risk to human life and property from a hazard event." The results of a three-year, congressionally mandated independent study to assess future savings from mitigation activities provides evidence that mitigation activities are highly cost-effective. On average, each dollar spent on mitigation saves society an average of six dollars in avoided future losses in addition to saving lives and preventing injuries.

This plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 so that the Marin County Operational Area (OA) would be eligible for the Federal Emergency Management Agency's (FEMA) Pre-Disaster Mitigation and Hazard Mitigation Grant programs as well as to lower flood insurance premiums (in jurisdictions that participate in the National Flood Insurance Program's Community Rating System).

1.1 HAZARD MITIGATION PRINCIPLES

Hazard mitigation is any sustained action taken to eliminate or reduce long-term risk to human life, property, and the environment posed by a hazard.

Hazard mitigation planning is the process of making any sustained plan or course of action taken to reduce or eliminate long-term risk to people and property from both natural hazards and their effects. The planning process includes establishing goals and recommendations for mitigation strategies.

Hazard mitigation may occur during any phase of a threat, emergency, or disaster. Mitigation can and should take place during the preparedness (before), response (during), and recovery (after) phases.

The process of hazard mitigation involves evaluating the hazard's impact and identification and implementation of actions to minimize the impact.

1.2 PURPOSE

Marin County and its participating jurisdictions prepared this Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) update to the 2018 Marin County MJHMP in order to make the Marin County OA and its residents less vulnerable to future hazard events. This plan demonstrates the communities' commitment to reducing risks from hazards and serves as a tool to help decision makers direct mitigation activities and resources. This plan was also developed to make the Marin County OA eligible for certain federal disaster assistance, specifically, the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP),

Building Resilient Infrastructure and Communities (BRIC) program, and Flood Mitigation Assistance (FMA) program.

1.3 Scope

The Marin County OA MJHMP is a multi-jurisdictional plan that geographically covers the Marin County OA, which encompasses the area within Marin County's jurisdictional boundaries. This area includes the County and its unincorporated communities, the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael and Sausalito; the Towns of Corte Madera, Fairfax, Ross, San Anselmo and Tiburon; the Bolinas Community Public Utility District, the Central Marin Fire Department, the Las Gallinas Valley Sanitary District, the North Marin Water District, the Sanitary District Number 2, and the Southern Marin Fire Department.

This MJHMP was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000 (Public Law 106-390) and the implementing regulations set forth by the Interim Final Rule published in the Federal Register on February 26, 2002, (44 CFR §201.6) and finalized on October 31, 2007. The 2007 amendments also incorporate mitigation planning requirements of the Flood Mitigation Assistance program authorized by the National Flood Insurance Act of 1968. While the Disaster Mitigation Act emphasized the need for mitigation plans and more coordinated mitigation planning and implementation efforts, the regulations established the requirements that local hazard mitigation plans must meet in order for a local jurisdiction to be eligible for certain federal disaster assistance and hazard mitigation funding under the Robert T. Stafford Disaster Relief and Emergency Act (Public Law 93-288).

Information in this plan will be used to help guide and coordinate mitigation activities and decisions for local land use policy in the future. Proactive mitigation planning will help reduce the cost of disaster response and recovery to communities and their residents by protecting critical community facilities, reducing liability exposure, and minimizing overall community impacts and disruptions. The Marin County OA planning area has been affected by hazards in the past and is thus committed to reducing future impacts from hazard events and becoming eligible for mitigation-related federal funding.

1.4 Legal Authorities

Federal, state and local regulations and policies form the legal framework to implement Marin County's, and its participating jurisdictions', hazard mitigation goals and projects.

Federal Laws

- "The Federal Civil Defense Act of 1950"
- Public Law 96-342 "The Improved Civil Defense Act of 1980"
- Public Law 91-606 "Disaster Relief Act"
- Public Law 93-288 "The Robert T. Stafford Disaster Relief Act of 1974"
- Section 322, Mitigation Planning of the Robert T. Stafford Disaster Relief and Emergency Assistance Act
- Public Law 106-390 enacted by Section 104 of the Disaster Mitigation Act of 2000 (DMA)
- Interim Final Rule for DMA 2002 as published in the February 26,2002, 44 CFR Part 201

State Laws & Plans

California Government Code, Section 3100, Title 1, Division 4, Chapter 4

Defines public employees as disaster service workers. Disaster service workers are subject to such disaster service activities as assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed. The law applies when:

- A local emergency has been proclaimed.
- A state of emergency has been proclaimed.
- A federal disaster declaration has been made.

This Section provides the basic authorities for conducting emergency operations following a proclamation of *Local Emergency*, *State of Emergency*, or *State of War Emergency*, by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

The California Emergency Plan - Revised

Promulgated by the Governor, and published in accordance with the Emergency Services Act, the Plan provides overall statewide authorities and responsibilities, and describes the functions and operations of government at all levels during extraordinary emergencies, including wartime. Section 8568 of the Act states, in part, that "...the State Emergency Plan shall be in effect in each political subdivision of the state, and the governing body of each political subdivision shall take such action as may be necessary to carry out the provisions thereof." Local emergency plans are, therefore, considered to be extensions of the California Emergency Plan.

California Civil Code, Chapter 9, Section 1799.102

This section of the California Civil Code provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. Specifically: "No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered."

State Hazard Mitigation Plan (SHMP) - 2018

The State Hazard Mitigation Plan (SHMP) identifies policy, establishes goals, and stipulates actions associated with the implementation of enhanced hazard mitigation strategies for California. The SHMP is foundational for local government hazard mitigation planning efforts, and provides inter-organizational guidance and direction based upon established state agency actions and principles.

Operational Area Governmental Authorities & Plans - Local Codes and Ordinances

Local government codes, ordinances, and executive policies are identified in Section 4.3.

1.5 History and Overview

The first people to inhabit the area of Marin County thousands of years ago are the indigenous Coast Miwok. The origin of the name “Marin” is unclear, but it is thought to be either named after the Chief of the Licatiut, a Coast Miwok tribe, or after Bahía de Nuestra Señora del Rosario la Marinera Bay between San Pedro Point and San Quentin Point. European colonization of Marin County began in the 1500’s when Sir Francis Drake landed in the area of modern-day Drake’s Bay in 1579. The Spanish eventually made claims to California and established their first settlement in Marin County in 1817. The Settlement of Marin County was incorporated in 1850 as one of the original 27 counties of California.

Marin County is located on northern California's Pacific coast and is bordered by Sonoma County to the north; the Pacific Ocean to the west; San Pablo Bay and San Francisco Bay to the east, and the City and County of San Francisco to the south. Marin County spans 828 square miles, of which 520 square miles is land and 308 square miles is water. This footprint makes Marin County among the four smallest counties in the State. Within the boundaries of Marin County are 11 municipalities, 20 Census Designated Places, and 8 recognized unincorporated communities. The county seat is the City of San Rafael.

County Government

Marin County is a general law county, whereby the Board of Supervisors is elected by district and principal officers of the County are regulated by statutes that assign their duties. County departments are responsible for providing a wide array of services to the unincorporated areas of Marin County, as well as within municipalities. Departments are managed by elected officials or appointed directors who are responsible for administering local programs and services, in accordance with both applicable state law and county regulations. Many county departments are further sub-divided into divisions, offices, and programs, which provide specific services to the public. The following is a list of Marin County departments:

- Administrator
- Agriculture, Weights and Measures
- Assessor
- Board of Supervisors
- Child Support Services
- County Administrator
- County Counsel
- Community Development
- County Clerk
- Cultural Services
- District Attorney
- Finance
- Elections
- Enhanced Court Collections
- Farm Advisor
- Health and Human Services
- Housing
- Human Resources
- Information Services and Technology
- Library
- Parks
- Probation
- Public Administrator
- Public Defender
- Public Works
- Recorder
- Retirement
- Registrar of Voters
- Sheriff's Office
- Superior Court

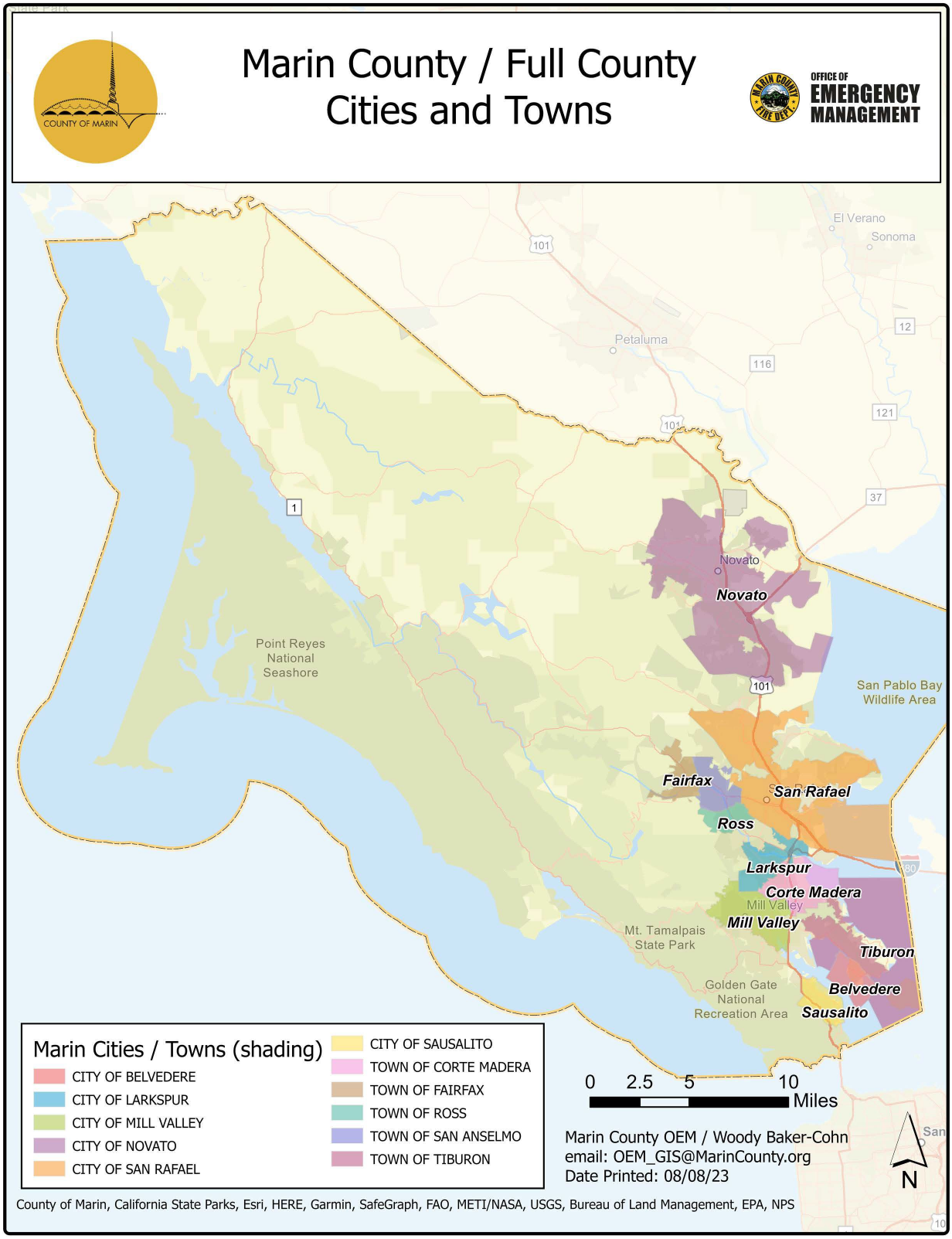


Figure 1.1: Map of Marin County
Source: Marin County OEM

Municipalities
Marin County has six cities and five towns.

City of Belvedere
The City of Belvedere was initially developed by the Belvedere Land Company who built homes and building sites, a water system, roads, and other amenities in the area. The city was officially incorporated on December 21st, 1896 and it's first post office was opened in 1897. Early Belvedere had a grocery store, telephone exchange, beauty shop, laundry, boatyard, plumber's shop, coal, wood and ice yard, blacksmith's shop, gas station and a jail. After World War 2, The Belvedere Land Company dredged a lagoon in San Francisco Bay and created additional living areas for Belvedere residents. The city has a total area of 2.4 square miles. It is predominantly hilly and is surrounded on three sides by San Francisco Bay. The City's population lives in three distinct neighborhoods: Belvedere Island, Belvedere Lagoon and Corinthian Island. Many City residences are considered historically significant.

Belvedere had an estimated population of 2,126 in 2020, with 1,060 housing units in the City. The median income for a household in the City was $246,500 and the per capita income for the City was $153,697. Approximately 4.4 percent of families and 5.8 percent of the population were below the poverty line (2020 data, U.S. Census Bureau).

Town of Corte Madera
The Town of Corte Madera is named after Corte Madera del Presidio, an 1834 Mexican land grant of the area to Irish immigrant John Reed that also established several communities in Marin County. Spanish for "cut wood", Corte Madera provided redwood and oak timber for the growth of early San Francisco, including much of the construction at the Presidio. As the timber disappeared, Corte Madera became a farming and ranching community. Corte Madera continued to grow with the formation of the North Pacific Coast Railroad Company in 1872, and a railroad station was constructed by 1875 with freight and commuter service. Development of the town's harbor allowed for further trade of goods. The town grew around the railroad station with the development of a town square and several neighborhoods. The Adams' Hotel and Tavern was the Town's first commercial business when built in 1898 and it served as the Town's first post office. The town was officially incorporated on June 10th, 1916. Further growth of the town occurred during World War II, when the Marinship Corporation built a shipyard in Sausalito and attracted thousands of ship workers to the area. The town currently has a total area of 3.2 square miles and is situated just south of the South Quentin Peninsula on San Francisco Bay. The terrain consists of hills and marshland where numerous creeks empty into San Francisco Bay.

The Town of Corte Madera had an estimated population of 10,222 in 2020, with 4,174 housing units in the Town. The Town has a total area of 4.406 square miles. The median income for a household in the Town was $183,661 and the per capita income for the Town was $95,257. Approximately 2.1 percent of families and 4.9 percent of the population were below the poverty line (2020 data, U.S. Census Bureau).

Town of Fairfax
The Town of Fairfax is named after Lord Charles Snowden Fairfax, whose estate in the area served as the site of the last political dual in California in 1861. Charles and Adele Pastori

purchased the Fairfax property and built a hotel and restaurant in the 1890's, attracting visitors who could take the ferry from San Francisco and travel on the newly constructed North Pacific Coast Railroad Company rail line. The first post office was opened in 1910. Fairfax continued to grow with the development of an incline railroad to Manor Hill in 1913, and numerous permanent residences were established. The town was officially incorporated on March 2nd, 1931. Fairfax continued to grow as a "center of grooviness" throughout the 1960's and 1970's. The town currently has a total area of 2.2 square miles and lies inland in the valleys of San Anselmo Creek and its tributary Fairfax Creek. Fairfax is generally hilly and is bordered to the south by the Mount Tamalpais protected watershed.

The Town of Fairfax had an estimated population of 7,441 in 2020, with 3,479 housing units in the Town. The Town has a total area of 2.204 square miles. The median income for a household in the Town is $111,290 and the per capita income for the Town is $59,011. Approximately 0.3 percent of families and 10.1 percent of the population is below the poverty line (2020 data, U.S. Census Bureau).

City of Larkspur

The City of Larkspur was first developed through an 1834 Mexican land grant to Irish immigrant John Reed that established several communities in Marin County. Much of the area of Larkspur was logged in the 1840's to supply lumber to San Francisco and the building of Presidio. Two sawmills were built to float logs down Corte Madera Creek to San Francisco Bay. Further growth was spurred by the formation of the North Pacific Coast Railroad Company railroad, with a railroad station being built in Larkspur. C.W. Wright and his American Land and Trust Company purchased much of present-day Larkspur in 1896, subdividing the land and piping in water. Wright's wife Georgina named the town Larkspur after she mistakenly identified the native lupine as Larkspur. C.W. Wright laid out the town in 1887 and the first post office opened in 1891. Larkspur quickly became a weekend destination for visitors from San Francisco, and a hotel, bathhouse, grocery store, and several retail shops were built. The City of Larkspur was officially incorporated on March 1st, 1908. Larkspur's Downtown Historic District, known also as Old Downtown Larkspur, was listed on the National Register of Historic Places in 1982. The city currently has a total area of 3.2 square miles and lies just inland of San Francisco Bay with hilly terrain on the southwest side.

The City of Larkspur had an estimated population of 13,064 in 2020, with 6,459 housing units in the City. The City has a total area of 3.243 square miles. The median income for a household in the City was $135,260 and the per capita income for the City was $94,909. Approximately 1.5 percent of families and 7.7 percent of the population were below the poverty line (2020 data, U.S. Census Bureau).

City of Mill Valley

The City of Mill Valley was first developed through two land grants: an 1834 Mexican land grant to Irish immigrant John Reed that established several communities in Marin County and an 1838 Mexican land grant to English immigrant William Richardson. A sawmill was built by Richardson in the 1830's to supply lumber to San Francisco and the building of Presidio, and a dairy ranch was established by Samuel Reading Throckmorton in 1854. Mill Valley continued to

grow with the development of the North Pacific Coast Railroad Company and the building of a resort hotel by Dr. John Cushing in the 1880's. The Tamalpais Land and Water Company took over possession of the land owned by Throckmorton and in 1889 built roads, pedestrian paths and step-systems and the Cascade Dam and Reservoir for water supply. They also set aside land for churches, schools and parks. New residents built houses and the City of Mill Valley was officially incorporated on September 1st, 1900. The post office opened under the name "Eastland" but was changed to "Mill Valley" in 1904. Mill Valley was almost lost to a wildfire in 1929, when 117 homes were destroyed, but a change in winds saved the city. Further growth of the town occurred during World War II, when the Marinship Corporation built a shipyard in Sausalito and attracted thousands of ship workers to the area. Since the mid-1960s, growth in the city has generally remained constant. The city currently has a total area of 4.9 square miles and is located between Mt. Tamalpais on the west and the Golden Gate National Recreational Area on the south. Mill Valley is generally hilly and wooded and is surrounded by hundreds of acres of state, federal, and county park lands. In addition, there are many municipally maintained open-space reserves, parks, and coastal habitats. The Arroyo Corte Madera del Presidio and Cascade Creek flow from the slopes of Mt. Tamalpais through Mill Valley to the San Francisco Bay.

The City of Mill Valley had an estimated population of 14,231 in 2020, with 6,502 housing units in the City. The City has a total area of 4.847 square miles. The median income for a household in the City was $179,529 and the per capita income for the City was $110,356. Approximately 2.4 percent of families and 4.5 percent of the population were below the poverty line (2020 data, U.S. Census Bureau).

City of Novato

The City of Novato is name after Rancho Novato, the first rancho established in the area through a Mexican land grant to Fernando Feliz in 1830. Novato was developed through four additional land grants that established ranchos in the area: Rancho Corte Madera de Novato to John Martin in 1839; Rancho San Jose to Ignacio Pacheco in 1840; Rancho Olómpali to Camilo Ynitia in 1843; and Rancho Nicasio to Pablo de la Guerra and John B.R. Cooper in 1844. Early pioneers Joseph Sweetser and Francis De Long planted orchards and vineyards in the area in the 1850's, and the original town grew around Novato Creek. A post office opened in 1856 and a school was built in 1859. With the development of the North Pacific Coast Railroad Company, the center of the town shifted around the newly built railroad station in 1879. Many farmers in Novato lost their land in the Great Depression, but growth accelerated with the building of the 101 freeway. The City of Novato was officially incorporated on January 20, 1960. The city has an area of 28 square miles and includes ten Marin County Open Space District preserves: Mount Burdell, Rush Creek, Little Mountain, Verissimo Hills, Indian Tree, Deer Island, Indian Valley, Ignacio Valley, Loma Verde, and Pacheco Valle. Novato is located on San Francisco Bay and has extensive farmland and wetlands with hilly terrain on the southwest side.

The City of Novato had an estimated population of 53,225 in 2020, with 21,271 housing units in the City. The City has a total area of 27.440 square miles. The median income for a household in the City was $107,975, and the per capita income for the City was $57,297. Approximately 2.5 percent of families and 7.9 percent of the population were below the poverty line (2020 data, U.S. Census Bureau).

Town of Ross

The Town of Ross was established as part of a Mexican land grant to Juan B.R. Cooper in 1840 known as Ranch Punta de Quentin Canada de San Anselmo. Ross was named in honor of James Ross, who purchased the land from Cooper in 1857. The first post office opened in 1887, and the Town of Ross was officially incorporated on August 21, 1908. The town continued to grow through the 1900's as residents moved into its shaded canyons and gently sloping hills. The town has an area of 1.6 square miles and lies inland of San Francisco Bay. Most of Ross is forested with greater open space on its east and west sides.

The Town of Ross had an estimated population of 2,338 in 2020, with 880 housing units in the Town. The Town has a total area of 1.556 square miles. The median income for a household in the Town is $250,000 and the per capita income for the Town is $128,126. Approximately 0 percent of families and 3.5 percent of the population is below the poverty line (2020 data, U.S. Census Bureau/ 2021 American Community Survey).

Town of San Anselmo

The Town of San Anselmo received its name came from the Punta de Quintin land grant, which marked the valley as the Canada del Anselmo, or Valley of Anselm. The original area of San Anselmo consisted mostly of cattle ranches until the North Pacific Railroad Company formed and built a railroad line through the area in 1874, bringing in visitors from San Francisco. The town began to grow with the building of the San Francisco Theological Seminary in 1892 and the first post office opened in the same year. Summer homes were built in the area by San Francisco residents, and many of these homes became permanent after the 1906 San Francisco Earthquake. The Town of San Anselmo was officially incorporated on April 9th, 1907. Growth in the town continued until leveling off in the 1960's. On March 12th, 1974, San Anselmo officially became a town. The town has a total area of 2.7 square miles and lies inland almost completely within the Ross Valley Watershed that flows into San Francisco Bay.

The Town of San Anselmo had an estimated population of 12,830 in 2020, with 5,518 housing units in the Town. The Town has a total area of 2.677 square miles. The median income for a household in the Town is $153,381 and the per capita income for the Town is $ $87,951. Approximately 0 percent of families and 3.9 percent of the population is below the poverty line (2020 data, U.S. Census Bureau). A large part of southern and western San Anselmo is built on a natural floodplain. San Anselmo's historic raised railroad bed acts as a dike, providing some flood protection to the west-side houses, upstream of the business district.

City of San Rafael

The City of San Rafael is the county seat of Marin County and is named for the Archangel Raphael. Mission San Rafael Archangel was founded in the area of what is now downtown San Rafael in 1817. In its first year, the Mission gained 300 converts. By 1828, there were 1,140 converts. The Mexican government took over the Mission in 1834. Mission San Rafael was abandoned in 1844, eventually deteriorating into ruin. The city continued to grow, however, and was officially incorporated on February 18th, 1874. Further growth of the city occurred when the North Pacific Railroad Company built a rail line through the area in 1879 and when Dominica University of California was built in 1890. The United States Navy operated a San Pablo Bay degaussing range from San Rafael through World War II. The city has a total area of 22.5

square miles and lies along San Francisco Bay. The San Rafael shoreline has been historically filled to a considerable extent to accommodate land development. San Rafael has a wide diversity of natural habitats from forests to marshlands.

The City of San Rafael is the county seat of Marin County. San Rafael had an estimated population of 61,271 in 2020, with 24,502 housing units in the City. The City has a total area of 22.422 square miles. The median income for a household in the City was $104,521 and the per capita income for the City was $61,962. Approximately 5 percent of families and 9.2 percent of the population were below the poverty line (2020 data, U.S. Census Bureau).

City of Sausalito

The City of Sausalito was founded as a place where ships near San Francisco could pick up fresh water in the 1830's. A mariner named William A. Richardson had arrived in the area and built a rancho in 1925 in the Marin headlands where a freshwater spring was located. Sausalito is named after the Spanish words for "little willow", for a stand of small willow trees in the town where the fresh water ran down to San Francisco Bay. The town grew throughout the mid-1800's into a small fishing, boat repair and ranching center, inhabited by both fisherman and yacht enthusiasts. The North Pacific Railroad Company developed a southern rail terminus in Sausalito in the 1870's, providing a link to the Sausalito pier where ferries transported people and goods to and from San Francisco. The first post office was opened in 1870, and the City of Sausalito was incorporated in September 4th, 1893. The neighborhoods of Sausalito continued to grow throughout the early 1900's, with the development of car ferries to and from San Francisco and the building of the Golden Gate Bridge in 1937. In 1941, the Marin Shipyard Corporation filled in a marshy area north of Sausalito to build the Marin Shipyard, bringing in thousands of ship builders to the area. After World War II, waterfront communities grew out of the abandoned shipyards, contributing to the development of houseboat communities that still exist today. Sausalito maintains its reputation as an art colony and literary enclave. The city has a total area of 2.3 square miles and encompasses both steep, wooded hillside and shoreline tidal flats.

The City of Sausalito had an estimated population of 7,269 in 2020, with 4,425 housing units in the City. The City has a total area of 2.257 square miles. The median income for a household in the City was $140,410 and the per capita income for the City was $111,167. Approximately 0 percent of families and 7.3 percent of the population were below the poverty line (2020 data, U.S. Census Bureau).

Town of Tiburon

The Town of Tiburon is named after the Spanish word for "shark." The town was first developed through an 1834 Mexican land grant to Irish immigrant John Reed that established several communities in Marin County. The town began to grow in 1884 with the formation of the North Pacific Railroad Company and the first post office opened the same year. The rail line extended from San Rafael to its original southern terminus in Point Tiburon with connection to San Francisco by ferry. Industry including codfish canning, brick making, powder making and train building and repair brought growth to the Tiburon area in the late 1800's and early 1900's. The U.S. Navy established a coaling station in Tiburon in 1904. World War II brought additional growth to Tiburon, and the Town of Tiburon was officially incorporated on June 23rd, 1964. The

town has a total area of 13.2 square miles, and lies on a peninsula jutting into San Francisco Bay.

The Town of Tiburon had an estimated population of 9,146 in 2020, with 4,047 housing units in the Town. The Town has a total area of 13.182 square miles. The median income for a household in the Town was $192,292 and the per capita income for the Town was $119,477. Approximately 0 percent of families and 1.3 percent of the population were below the poverty line (2010 data, U.S. Census Bureau).

Unincorporated Communities
All unincorporated areas of Marin County are under jurisdiction of the County. Unincorporated communities include Bel Marin Keys, California Park, Dogtown, Fallon, Forest Knolls, Greenbrae, Hamlet, Ignacio, Inverness Park, Lagunitas, Los Ranchitos, Lucas Valley, Marconi, Marshall, Olema, Paradise Cay, San Quentin, Tamalpais Valley and Tocaloma. In unincorporated areas, basic services like water, sewer, police and fire protection are provided by the county. The County Service Area (CSA) Law (Government Code §25210.1 et seq.) was created in the 1950's to provide a means of providing expanded service levels in areas where residents are willing to pay for the extra service. CSAs allow small communities in unincorporated areas to pay for and receive specific services from the county. The CSAs in Marin County include:

County Service Area 1 - Loma Verde
County Service Area 6 - Gallinas Creek
County Service Area 9 - Northbridge
County Service Area 13 - Upper Lucas Valley
County Service Area 14 - Homestead Valley
County Service Area 16 - Greenbrae
County Service Area 17 - Kentfield/Larkspur
County Service Area 18 - Las Gallinas
County Service Area 19 - Los Ranchitos, Country Club, and Santa Venetia
County Service Area 20 - Indian Valley
County Service Area 27 - Ross Valley
County Service Area 28 - West Marin
County Service Area 29 - Paradise Cay
County Service Area 31 - Fire Service in Unincorporated Marin
County Service Area 33 - Stinson Beach

Special Districts
The following is a list of independent Special Districts in Marin County:

Almonte Sanitary District
Alto Sanitary District
Bel Marin Keys Community Services District
Bolinas Community Public Utility District
Bolinas Fire Protection District
Homestead Valley Sanitary District
Inverness Public Utility District

Kentfield Fire Protection District
Las Gallinas Valley Sanitary District
Marin City Community Services District
Marin Healthcare District
Marin Municipal Water District
Marin Resource Conservation District
Marinwood Community Services District
Muir Beach Community Services District
North Marin Water District
Novato Fire Protection District
Novato Sanitary District
Richardson Bay Sanitary District
Ross Valley Sanitary District
Sausalito-Marin City Sanitary District
Sleepy Hollow Fire Protection District
Sonoma-Marin Area Rail Transit District
Southern Marin Fire Protection District
Stinson Beach Fire Protection District
Stinson Beach Water District
Strawberry Recreation District
Tamalpais Community Service District
Tiburon Fire Protection District
Tiburon Sanitary District No. 5
Tomales Village Community Service District

The following is a list of dependent jurisdictions in Marin County:

Corte Madera Sanitary District No. 2
Marin County Parks Open Space District
San Rafael Sanitation District
San Quentin Village Sewer Maintenance District
Sausalito Marin City Sanitary District
Sewerage Agency of Southern Marin
Murray Park Sewer Maintenance District

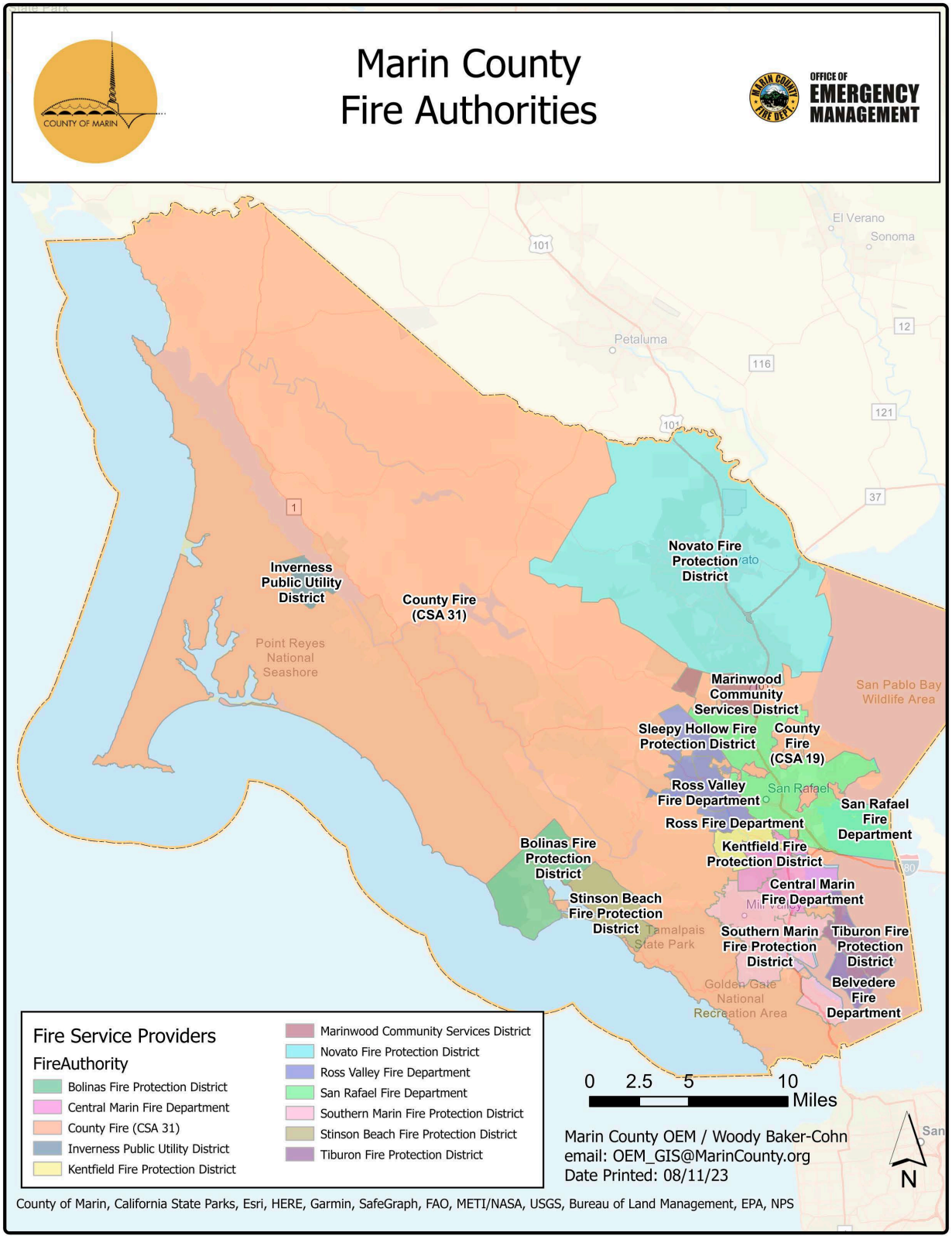


Figure 1.2: Fire Protection Districts in Marin County
Source: Marin County Community Wildfire Protection Plan

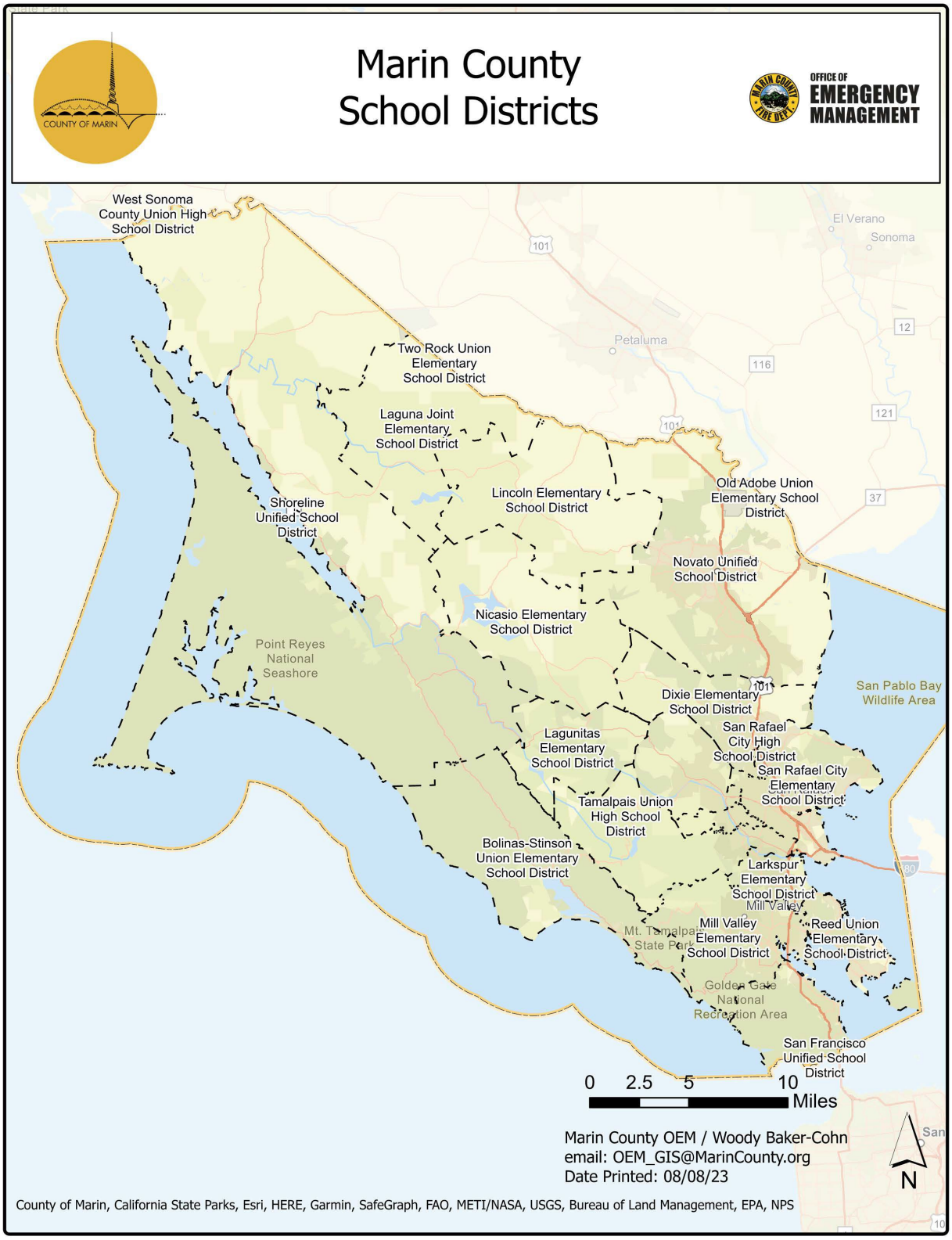


Figure 1.3: School Districts in Marin County
Source: Marin County OEM

Protected Areas
The following protected areas are within or contiguous to Marin County:

National Protected Areas

- Golden Gate National Recreation Area
- Marin Islands National Wildlife Refuge
- Muir Woods National Monument
- Point Reyes National Seashore
- San Pablo Bay National Wildlife Refuge
- Greater Farallones National Marine Sanctuary

State Parks

- Angel Island State Park
- China Camp State Park
- Mount Tamalpais State Park
- Olompali State Historic Park
- Samuel P. Taylor State Park
- Tomales Bay State Park

Marine Protected Areas

- Duxbury Reef State Marine Conservation Area
- Estero Americano State Marine Recreational Management Area
- Estero de San Antonio State Marine Recreational Management Area
- Point Reyes State Marine Reserve & Drakes Estero State Marine Conservation Area



Figure 1.4: Muir Woods National Monument
Source: National Park Service

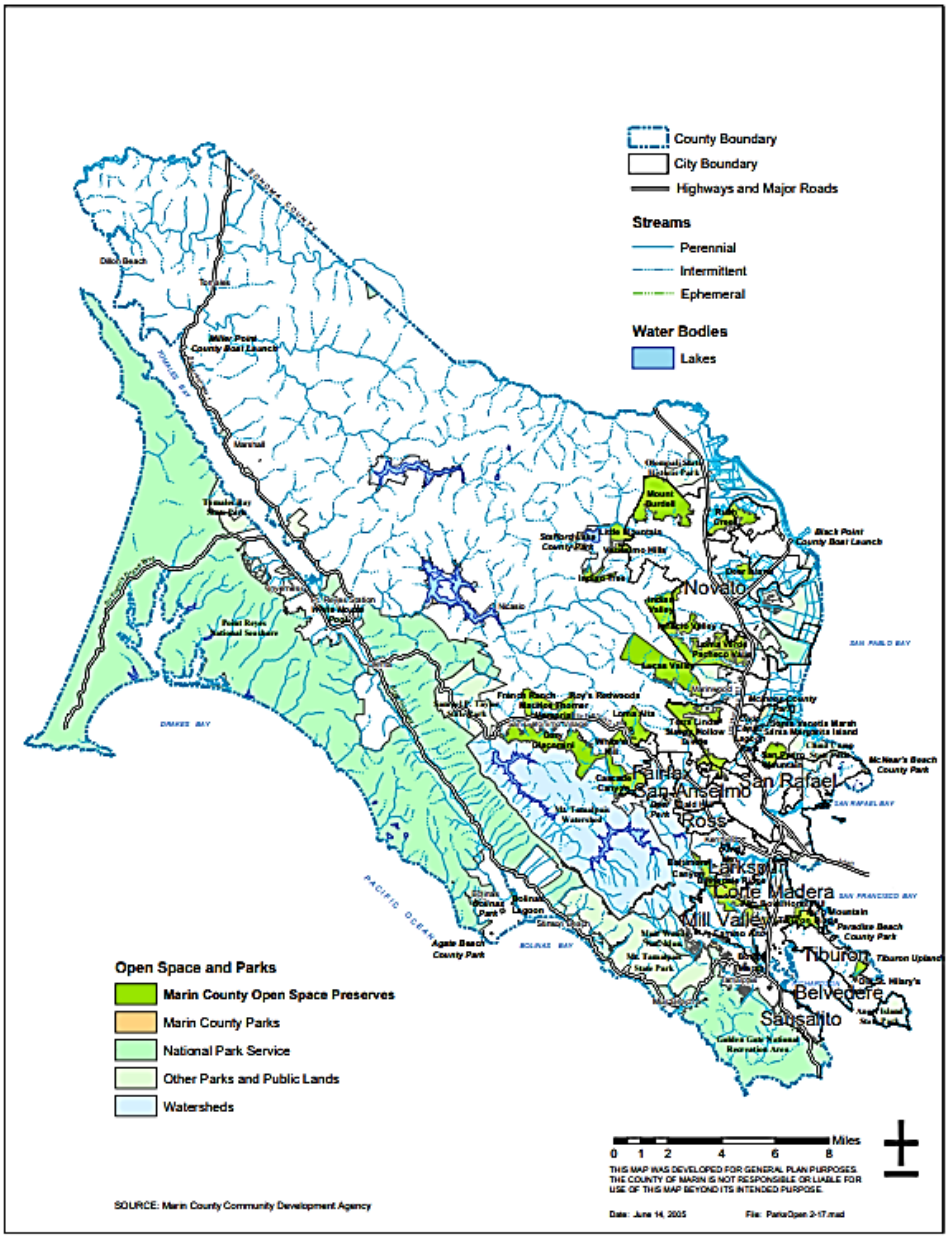


Figure 1.5: Marin County Parks and Public Lands
Source: Marin County

Marin County's identity is largely shaped by its abundant natural resources and long history of open space preservation efforts to retain its rural character. A variety of factors have strictly limited development in the County over the last 5 years including large swaths of permanently protected federal and state parkland, large acreage of farm and ranch lands permanently protected through conservation easements, and Countywide Plan policies and development codes which restrain growth in sensitive habitat areas and/or flood hazard areas. Similarly future development is limited by these same constraints, as outlined in Section 4.10 Future Development.

1.5.1 DEMOGRAPHICS

Marin County is the 26th most populated county in the state of California. According to the U.S. Census Bureau, the population of Marin County in July 2021 was 260,206, an increase of 2.99% from the 2010 population of 252,409. The estimated population of Marin County in 2023 is around 265,294.

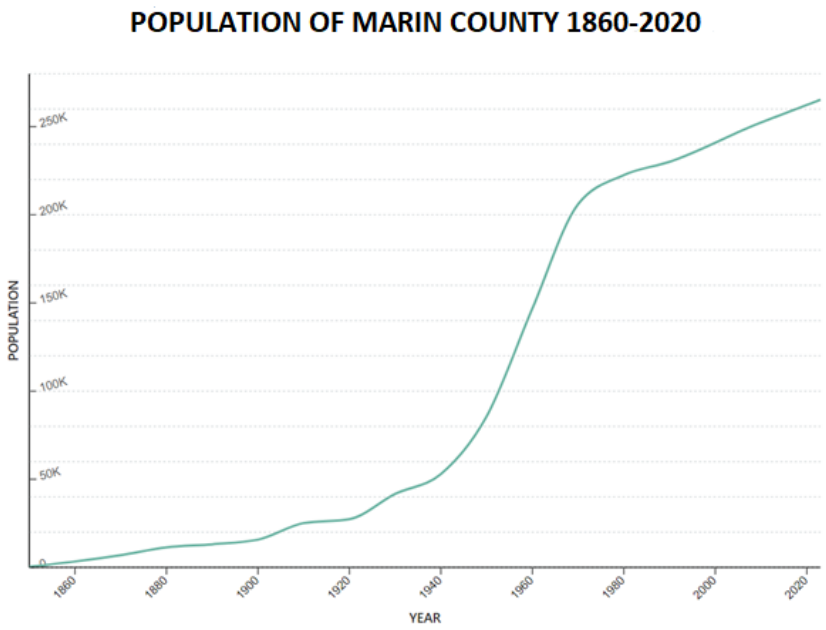


Figure 1.6: Population of Marin County 1860-2020
Source: U.S. Census Bureau 2020 Survey

Marin County grew rapidly from the 1930's to the 1970's, with slower growth from the 1970's to the 2020's. Between 1960 and 1970, the population of Marin County grew by 71.48% and has only grown by 21.45% since. Since the last plan update in 2018, the population of Marin County has remained fairly level.

Table 1.1: Marin County Population Changes 1860-2020

Year	Population	Change	Growth Rate
1850	323	N/A	N/A
1860	3,334	3,011	932.20%
1870	6,903	3,569	107.05%
1880	11,324	4,421	64.04%
1890	13,072	1,748	15.44%
1900	15,702	2,630	20.12%
1910	25,114	9,412	59.94%
1920	27,342	2,228	8.87%
1930	41,648	14,306	52.32%
1940	52,907	11,259	27.03%
1950	85,619	32,712	61.83%

1960	146,820	61,201	71.48%
1970	206,038	206,038	40.33%
1980	222,568	16,350	8.02%
1990	230,096	7,528	3.38%
2010	252,916	22,313	9.70%
2020	262,321	9,405	3.77%

Table 1.1: Marin County Population Changes 1860-2020
Source: U.S. Census Bureau 2020 Survey

The California Department of Finance shows an overall estimated decrease in the population of Marin County since the last plan update in 2018. Of the total estimated 257,135 residents of Marin County in 2022 based on the 2020 U.S. Census Survey, 190,148 residents live in the incorporated county and 66,987 residents live in the unincorporated county.

Table 1.2: Marin County Estimated Jurisdictional Population

Jurisdiction	Population 2022 (Estimate)	Population 2020	Population 2018 (Estimate)	Percent Change 2018-2022
Marin County	257,135	262,321	262,179	-1.92%
Unincorporated Marin County	66,987	66,987	68,963	-2.87%
City of Belvedere	2,080	2,126	2,102	-1.04%
City of Larkspur	12,797	13,064	12,396	3.13%
City of Mill Valley	13,850	14,231	14,702	-5.80%
City of Novato	52,441	53,225	54,036	-2.95%
City of San Rafael	60,560	61,271	59,851	1.17%
City of Sausalito	7,072	7,269	7,449	-5.06%
Town of Corte Madera	10,028	10,222	10,104	-0.75%
Town of Fairfax	7,418	7,605	7,625	-2.71%
Town of Ross	2,301	2,338	2,566	-10.33%
Town of San Anselmo	12,645	12,830	12,853	-1.62%
Town of Tiburon	8,956	9,146	9,542	-6.14%

Table 1.2: Marin County Estimated Jurisdictional Population
Source: California Department of Finance

Population counts of the Marin County unincorporated area were taken in the 2020 and 2010 U.S. Census Surveys.

Table 1.3: Marin County Estimated Jurisdictional Population			
Community	Population 2020	Population 2010	Percent Change 2010-2020
Marin County	262,321	262,179	-1.92%
Unincorporated Marin County	66,987	68,963	-2.87%
City of Belvedere	2,126	2,102	-1.04%
City of Larkspur	13,064	12,396	3.13%
City of Mill Valley	14,231	14,702	-5.80%
City of Novato	53,225	51,904	-2.95%
City of San Rafael	61,271	59,851	1.17%
City of Sausalito	7,269	7,449	-5.06%
Town of Corte Madera	10,222	10,104	-0.75%
Town of Fairfax	7,605	7,625	-2.71%
Town of Ross	2,338	2,566	-10.33%
Town of San Anselmo	12,830	12,853	-1.62%
Town of Tiburon	9,146	9,542	-6.14%

Table 1.3: Marin County Estimated Jurisdictional Population Change 2010-2020
Source: California Department of Finance

The Association Bay Area of Governments (ABAG) projects that the population in the unincorporated County will grow by only 2% in the next two decades. Tam Valley, Kentfield/Greenbrae, and the Marinwood/Lucas Valley communities are the most populous areas within the unincorporated County.

The median age of Marin County residents in 2020 is 47.1, with 45.6 for males and 48.4 for females. The male to female ratio in Marin County as of 2020 is 126,529 males (48.77%) and 132,912 females (51.23%.) There are 207,467 adults in Marin County as of 2020, 57,834 of whom are seniors.

Table 1.4: Marin County Population Age by Gender 2020			
Age	**Population**	**Male**	**Female**
Under 5 years	12,014	5,852	6,162
5 to 9 years	13,355	6,703	6,652
10 to 14 years	16,784	8,574	8,210
15 to 19 years	15,122	7,676	7,446
20 to 24 years	11,663	6,009	5,654
25 to 29 years	10,562	5,709	4,853
30 to 34 years	11,896	6,237	5,659

Table 1.4: Marin County Population Age by Gender 2020			
Age	**Population**	**Male**	**Female**
35 to 39 years	14,253	7,160	7,093
40 to 44 years	16,191	8,237	7,954
45 to 49 years	20,074	9,925	10,149
50 to 54 years	20,430	10,051	10,379
55 to 59 years	20,887	9,616	11,271
60 to 64 years	18,376	9,071	9,305
65 to 69 years	17,971	8,307	9,664
70 to 74 years	15,424	7,088	8,336
75 to 79 years	10,040	4,689	5,351
80 to 84 years	7,083	3,195	3,888
85 years +	7,316	2,430	4,886

Table 1.4: Marin County Population Age by Gender 2020
Source: U.S. Census Bureau 2020 Survey

By race, Marin County is predominantly white. According to the U.S. Census Bureau, 69.7% of the population is White, 17.1% is Hispanic, 7.1% is Asian, 4.3% is Two or more races, 2.7% is Black or African American, 1.0% is American Indian or Alaska Native, 0.3% is Native Hawaiian or Pacific Islander as of 2022.

Table 1.5: Marin County Population by Race or Ethnicity	
Race or Ethnicity	**Percent**
White, alone	**69.7**
Hispanic, Non-white	**17.1**
Asian, alone	**7.1**
Two or More Races	**4.3**
Black or African American, alone	**2.7**
American Indian or Alaska Native, alone	**1.0**
Native Hawaiian or Pacific Islander, alone	**0.3**

Table 1.5: Marin County Population by Race or Ethnicity
Source: U.S. Census Bureau 2022 Survey

The average family size in Marin County as of 2022 is 2.97, and the average household size is 2.41 with an approximate home ownership rate of 63.6%. As of 2022, 70.9% of the housing stock was single family structures, 27.3% was multi-family structures, and 1.8% were mobile homes and other types of units. In unincorporated Marin County, the largest proportion of the housing stock was built from 1960 to 1979, with 10,258 units constructed during this period. Since 2010, 1.2% of the current housing stock was built, which equates to 360 units.

Table 1.6: Marin County Housing Stock
2022 and 2018

Year		Total Units	Single Family		Multi-Family		Mobile Homes
			Detached	Attached	2 to 4	5 plus	
Marin County							
2022	**Number**	111,879	68,004	11,314	8,524	22,013	1,984
	Percent	100.0%	60.8%	10.1%	7.6%	19.7%	1.8%
2018	**Number**	112,294	68,697	11,318	8,307	21,986	1,986
	Percent	100.0%	61.2%	10.1%	7.4%	19.6%	1.8%
California							
2022	**Number**	14,583,998	8,341,577	1,010,851	1,168,669	3,500,674	562,223
	Percent	100.0%	57.2%	6.9%	8.0%	24.0%	3.9%
2018	**Number**	14,157,502	8,160,864	985,926	1,129,761	3,318,946	562,005
	Percent	100.0%	57.6%	7.0%	8.0%	23.4%	4.0%

Table 1.6: Marin County Housing Stock
Source: California Department of Finance

Table 1.7: Marin County Jurisdictional Housing Stock
2022 and 2018

Year		Total Units	Single Family		Multi-Family		Mobile Homes
			Detached	Attached	2 to 4	5 plus	
Unincorporated Marin County							
2022	**Number**	29,293	22,456	1,875	1,443	2,939	580
	Percent	100.00%	76.66%	6.40%	6.43%	10.03%	1.98%
2018	**Number**	29,723	22,833	1,909	1,409	2,993	579
	Percent	100.00%	76.82%	6.42%	4.74%	10.07%	1.95%
City of Belvedere							
2022	**Number**	1,062	890	51	84	37	0
	Percent	100.00%	83.80%	4.80%	7.91%	3.48%	0.00%
2018	**Number**	1,048	881	49	81	37	0
	Percent	100.00%	84.06%	4.68%	7.73%	3.53%	0.00%
City of Larkspur							
2022	**Number**	6,460	2,653	439	479	2,614	275
	Percent	100.00%	41.07%	6.80%	7.41%	40.46%	4.26%
2018	**Number**	6,479	2,650	427	488	2,625	289
	Percent	100.00%	40.90%	6.59%	7.53%	40.52%	4.46%

City of Mill Valley							
2022	**Number**	6,521	4,269	648	380	1,210	14
	Percent	100.00%	65.47%	9.94%	5.83%	18.56%	0.21%
2018	**Number**	6,509	4,296	657	331	1,212	13
	Percent	100.00%	66.00%	10.09%	5.09%	18.62%	0.20%
City of Novato							
2022	**Number**	21,337	12,465	3,395	1,362	3,572	543
	Percent	100.00%	58.42%	15.91%	6.38%	16.74%	2.54%
2018	**Number**	21,448	12,581	3,427	1,335	3,557	548
	Percent	100.00%	58.66%	15.98%	6.22%	16.58%	2.56%
City of San Rafael							
2022	**Number**	24,631	11,318	2,490	2,174	8,235	413
	Percent	100.00%	45.95%	10.11%	8.83%	33.43%	1.68%
2018	**Number**	24,078	11,123	2,399	2,090	8,059	407
	Percent	100.00%	46.20%	9.96%	8.68%	33.47%	1.69%
City of Sausalito							
2022	**Number**	4,435	1,711	802	934	906	82
	Percent	100.00%	38.58%	18.08%	21.06%	20.43%	1.85%
2018	**Number**	4,581	1,776	829	953	938	85
	Percent	100.00%	38.77%	18.10%	20.80%	20.48%	1.86%
Town of Corte Madera							
2022	**Number**	4,182	2,468	621	376	717	0
	Percent	100.00%	59.01%	14.85%	8.99%	17.14%	0.00%
2018	**Number**	4,207	2,498	609	373	727	0
	Percent	100.00%	59.38%	14.48%	8.87%	17.28%	0.00%
Town of Fairfax							
2022	**Number**	3,486	2,185	338	499	451	13
	Percent	100.00%	62.68%	9.70%	14.31%	12.94%	0.37%
2018	**Number**	3,594	2,281	345	486	469	13
	Percent	100.00%	63.47%	9.60%	13.52%	13.05%	0.36%
Town of Ross							
2022	**Number**	882	817	17	23	25	0
	Percent	100.00%	92.63%	1.93%	2.61%	2.83%	0.00%
2018	**Number**	892	831	16	19	26	0
	Percent	100.00%	93.16%	1.79%	2.13%	2.91%	0.00%
Town of San Anselmo							
2022	**Number**	5,539	4,177	266	376	683	37
	Percent	100.00%	75.41%	4.80%	6.79%	12.33%	0.67%
2018	**Number**	5,563	4,211	269	356	690	37
	Percent	100.00%	75.70%	4.84%	6.40%	12.40%	0.67%

Town of Tiburon							
2022	Number	4,051	2,645	386	383	624	14
	Percent	100.00%	65.29%	9.53%	9.45%	15.40%	0.35
2018	Number	4,036	2,644	384	370	624	14
	Percent	100.00%	65.51%	9.51%	9.17%	15.46%	0.35%

Table 1.7: Marin County Jurisdictional Housing Stock
Source: California Department of Finance

1.5.2 Critical Facilities and Infrastructure

A critical facility may be defined as one that is essential in providing utility or direction either during the response to an emergency or during the recovery operation. FEMA uses the following three categories of critical assets (Essential Facilities, High Potential Loss Facilities, and Infrastructure Systems). Essential facilities are those that if damaged would have devastating impacts on disaster response and/or recovery. High potential loss facilities are those that would have a high loss or impact on the community. Infrastructure systems are a third category of critical assets.

Marin County maintains a listing of critical facilities in Marin County and the list is categorized according to FEMA's critical facility definition. Additionally, each jurisdiction in Marin County lists the critical facilities specific to that jurisdiction. The following are general categories of critical facilities in the Marin County OA:

Critical facilities include, without limitation, public safety, emergency response, emergency medical, designated emergency shelters, communications, public utility plant facilities and equipment, and government operations.

- Public Safety - Police stations, fire and rescue stations, emergency operations centers
- Emergency Response - Emergency vehicle and equipment storage and essential governmental work centers for continuity of government operations
- Emergency Medical - Hospitals, emergency care, urgent care, ambulance services
- Designated Emergency Shelters
- Communications - Main hubs for telephone, main broadcasting equipment for television systems, radio and other emergency warning systems
- Public Utility Plant Facilities - including equipment for treatment, generation, storage, pumping and distribution (hubs for water, wastewater, power and gas)
- Essential Government Operations - Public records, courts, jails, building permitting and inspection services, government administration and management, maintenance and equipment centers, and public health
- Transportation Lifeline Systems - Airports, helipads, and critical highways, roads, bridges and other transportation infrastructure (Note: Critical highways, roads, etc. will be determined during any hazard-specific evacuation planning and are not identified in this plan)

At risk population facilities include, without limitation, pre-schools, public and private primary and secondary schools, before and after school care centers with 12 or more students, daycare centers with 12 or more children, group homes, and assisted living residential or congregate care facilities with 12 or more residents.

Hazardous materials facilities include, without limitation, any facility that could, if adversely impacted, release of hazardous material(s) in sufficient amounts during a hazard event that would create harm to people, the environment and property.

Transportation

Marin County has an ever-developing transportation system, with most travel concentrated along key highways and arterial streets. There are 5 Highways passing through, terminating, or located wholly in Marin County: Interstate 580, U.S. Route 101, State Route 1, State Route 37, and State Route 131.

Marin County is connected to surrounding communities by bridges. The Golden Gate Bridge is to the south; the Richmond/San Rafael Bridge is to the east; State Route 37 is to the northeast (across filled bay land over San Pablo Bay); and Highway 101 is to the north (which narrows to a 4-lane uncontrolled road that traverses San Antonio Creek). One of the major problems Marin County faces during an emergency is the possibility of being isolated from the surrounding communities and any resources or help. Light rail service recently began supplementing existing transportation options along U.S. Route 101 between Marin and Sonoma Counties.

Utilities

Municipal utilities in Marin County include water (drinking water, stormwater, sanitary sewerage), power (electricity and natural gas), telecommunications, and solid waste. Several water management utilities supply treated water for domestic and fire suppression purposes. These distribution systems rely largely on the County's topography for collecting surface water, storing it in reservoirs, and distributing it with gravity-fed systems. As such, the water management utilities are separated by both functional area and geography, but they are working more and more to coordinate within watersheds.

Marin Municipal Water District (MMWD) is the largest water district in Marin, serving central and southern portions of the county east of Mount Tamalpais and Bolinas Ridge. North Marin Water District (NMWD) serves Novato and communities along Tomales Bay including Olema, Point Reyes Station, Inverness, and Dillon Beach. Bolinas and Stinson Beach, two communities in West Marin, have separate water and sanitary districts. To include the Bolinas Community Public Utility District. Inverness Public Utility District is the primary water utility for Inverness Park and the Estero Mutual Water Company serves Dillon Beach. There are 23 agencies providing wastewater services in Marin County, including special districts, municipalities, JPAs and the Federal and State government.

Stormwater utilities such as open channels, catch basins and storm drains are managed by the cities, towns, and the county in unincorporated areas and are coordinated through the Marin County Stormwater Pollution Prevention Program (MCSTOPPP). Additionally, the Marin County Flood Control and Water Conservation District maintains some larger drainage infrastructure where zones have been designated. The District and some cities/towns such as San Rafael, Corte Madera, and Novato operate stormwater pump stations.

Natural gas and electricity distribution occurs through infrastructure owned and maintained by PG&E, a private utility corporation. Natural gas is piped into Marin from the central valley around the North Bay through Solano, Napa, and Sonoma Counties. The main transmission pipelines are underground along Highway 101 and flow south, branching into local distribution lines and private laterals. PG&E also brings power into Marin around the North Bay on overhead

transmission lines that emanate from the Ignacio substation in Novato. Additional substations are located along Hwy 101 in Las Gallinas, San Rafael, Greenbrae, and Mill Valley to the South and in Novato, Stafford, Tocaloma, Olema, Bolinas and Woodacre to the North and East.

Telecommunications include telephone service, cable television and wireless services. AT&T maintains infrastructure for providing landlines, while Comcast provides cable television. A variety of cellular and wireless service companies operate in Marin and provide access points in the form of cellular towers, wireless antennas and equipment.

There are six solid waste haulers that operate within Marin County organized geographically and with agreements with cities and towns. All of this garbage, recycling, and greenwaste is brought to one of two processing centers; Redwood Landfill in Novato and Marin Resource Recovery Center in San Rafael.

1.5.3 Natural, Historical, and Cultural Resources

Assessing Marin County's vulnerability to disaster also involves inventorying the natural, historical, and cultural assets of the area. This step is important for the following reasons:

- The community may decide that these types of resources warrant a greater degree of protection due to their unique and irreplaceable nature and contribution to the overall economy.
- In the event of a disaster, an accurate inventory of natural, historical and cultural resources allows for more prudent care in the disaster's immediate aftermath when the potential for additional impacts is higher.
- The rules for reconstruction, restoration, rehabilitation, and/or replacement are often different for these types of designated resources.
- Natural resources can have beneficial functions that reduce the impacts of natural hazards.

Natural Resources

Marin County is located along California's Pacific Coast (between San Francisco and Sonoma), including 72 miles of coastline. The highest point in the county, Mount Tamalpais, is 2,572 feet above sea level. The county has many microclimates with varying weather patterns, but the climate is generally Mediterranean with an average annual temperature of 56.5 degrees Fahrenheit.

The Marin Countywide Plan divides the 606 square miles of land and water that make up Marin County into four distinct environmental regions called corridors. Each corridor is based on specific geographical and environmental characteristics and natural boundaries:

- The Coastal Corridor is adjacent to the Pacific Ocean and is primarily designated for federal parklands, recreational uses, agriculture, and the preservation of existing small coastal communities.
- The Inland Rural Corridor, in the central and northwestern part of the county, is primarily designated for agriculture and compatible uses, and for preservation of existing small communities.
- The City-Centered Corridor, along Highway 101 in the eastern part of the county near San Francisco and San Pablo bays, is primarily designated for urban development and

for protection of environmental resources. This corridor is divided into six planning areas generally based on watersheds.

- The Baylands Corridor, encompassing lands along the shoreline of San Francisco, San Pablo, and Richardson bays, provides heightened recognition of the unique environmental characteristics of this area and the need to protect its important resources. The area generally contains marshes, tidelands, and diked lands that were once wetlands or part of the bays, and adjacent, largely undeveloped uplands.

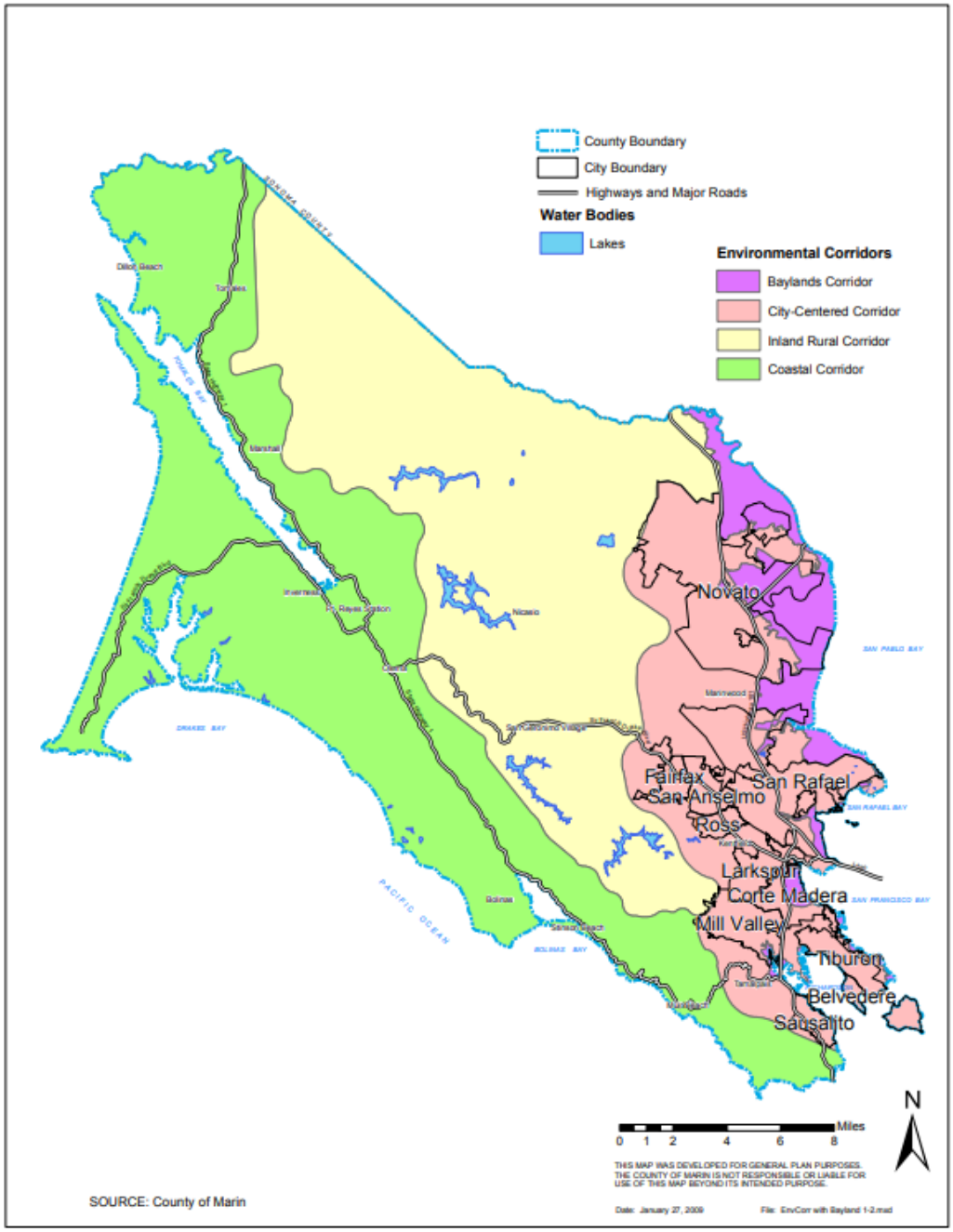


Figure 1.7: Marin County Environmental Corridors
Source: Marin Countywide Plan

Within its environmental corridors, Marin County is home to a number of diverse and important natural communities, from coastal marine environments to bay marshlands and mudflats, riparian habitats, and an upland mosaic of forests, woodlands, grasslands, and chaparral.

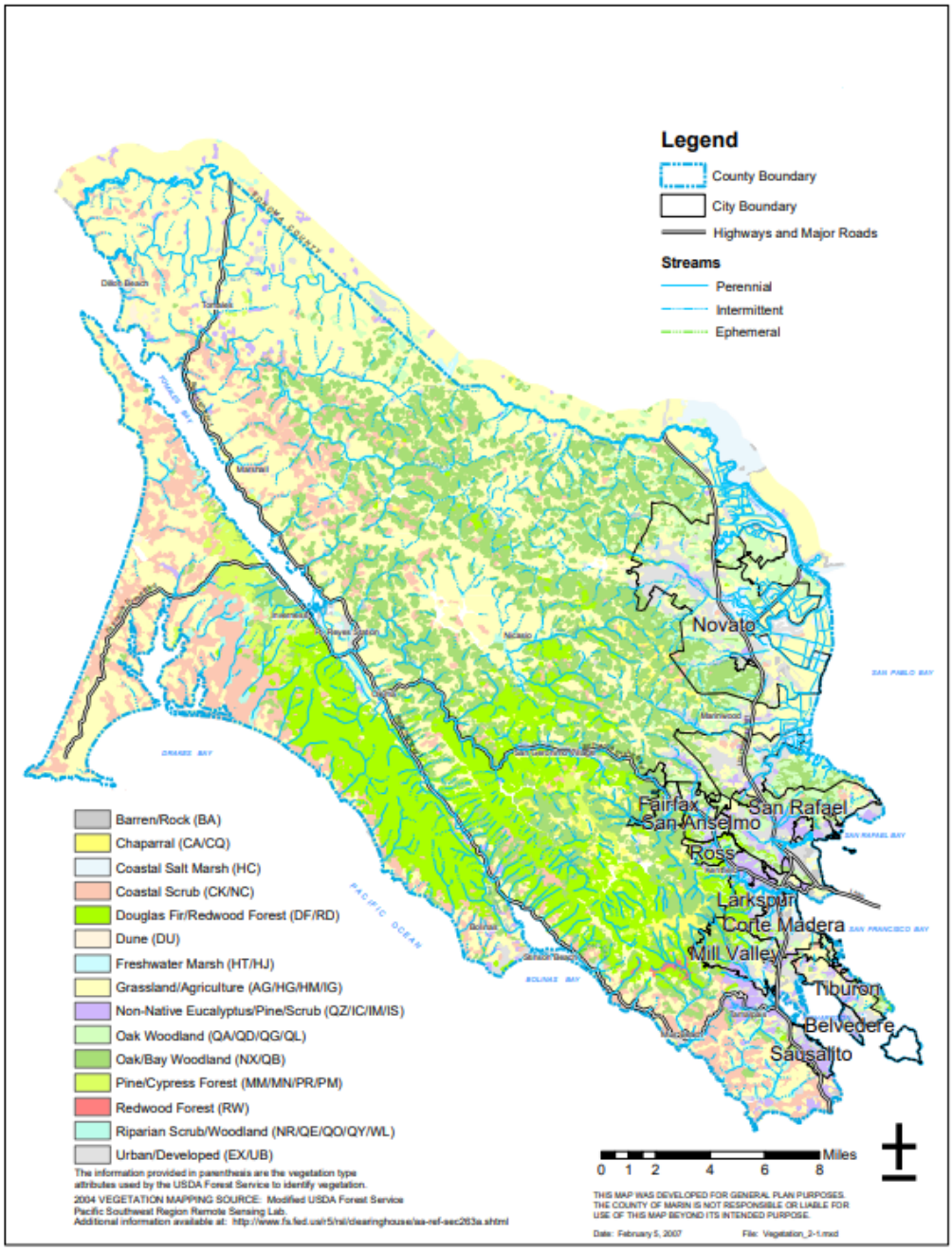


Figure 1.8: Marin County Habitat Types
Source: Marin Countywide Plan

Since the mid-19th century, grazing, logging, agriculture, road building, and development have markedly altered the natural landscape in Marin County. The continued loss of oak woodland, oak savannah, and other native woodland habitat through their conversion to primarily urban

uses resulted in the adoption of the County Native Tree Preservation and Protection Ordinance in 1999. This regulates the removal of native trees and is intended to use local regulations to protect sensitive resources. Sensitive natural communities are natural community types that are considered particularly rare or threatened by the California Natural Diversity Data Base of the California Department of Fish and Game. Sensitive natural community types in Marin include, but are not limited to, coastal and valley freshwater marsh, freshwater seep and spring, riparian forest and woodland, coastal brackish marsh, coastal terrace prairie, central dune scrub, coastal bluff scrub, northern coastal salt marsh, northern maritime chaparral, northern vernal pool, serpentine bunchgrass, valley needlegrass grasslands, old growth redwood and Douglas fir forests, and deciduous woodlands dominated by valley oaks or Oregon white oak.
Marin County's abundance of natural resources and progressive environmental leadership have supported a long legacy of open space preservation to help protect and restore wetlands and other ecosystems for both habitat and flood control, amongst other co-benefits. The Marin Countywide Plan includes goals, policies, and implementing programs for the acquisition, conservation, and restoration of wetlands, riparian areas, and other habitats.

Watersheds and Wetlands

Marin's watersheds and wetlands are some of its most valuable assets and can provide protective functions that reduce the magnitude of hazard events. Bounded by ridges, Marin's watersheds carry water, sediments, nutrients, and more, downstream into large water bodies including the Pacific Ocean, San Francisco Bay, and Tomales Bay. Wetlands can be found in the lower watersheds, with habitat types including fresh-, salt-, and brackish-water marshes which provide food and shelter for a variety of flora and fauna, including special status plants, fish, birds, amphibians, and mammals. These ecosystems can also buffer flood impacts by reducing wave attenuation from storm surge or serve as detention basins during large rainfall events. Sea level rise threats have led to heightened interest in the use of wetlands and other living shorelines such as oyster beds, eelgrass, and sand dunes as adaptation strategies to protect lives and properties while providing habitat, recreation, carbon sequestration, and other co-benefits.

One of the goals of Marin County is to avoid and minimize potential adverse impacts on existing wetlands and to encourage programs for restoration and enhancement of degraded wetlands. By establishing a Wetland Conservation Area, the County seeks to require that development to avoid wetland areas so that the existing wetlands and upland buffers are preserved and opportunities for enhancement are retained. Maintaining and enhancing wetlands serves to reduce the costs of flood damage, water pollution, and water supply redistribution. Several living shoreline pilot projects are currently underway throughout Marin County to demonstrate their effectiveness.

The Marin County Watershed Program identifies fourteen watersheds throughout the County. The following pages provide information about watersheds in the unincorporated area of the County.

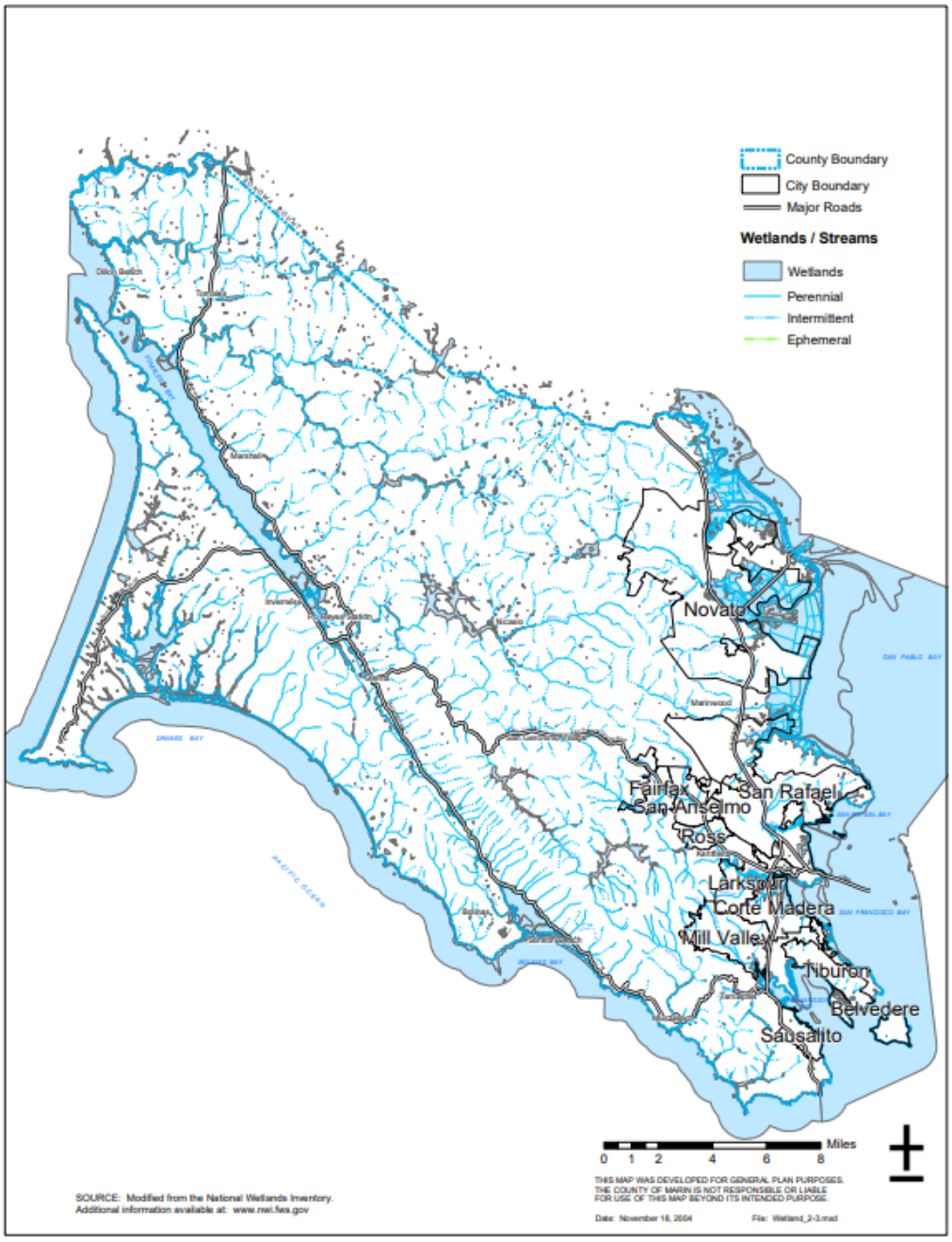


Figure 1.9: Marin County Wetlands
Source: Marin Countywide Plan

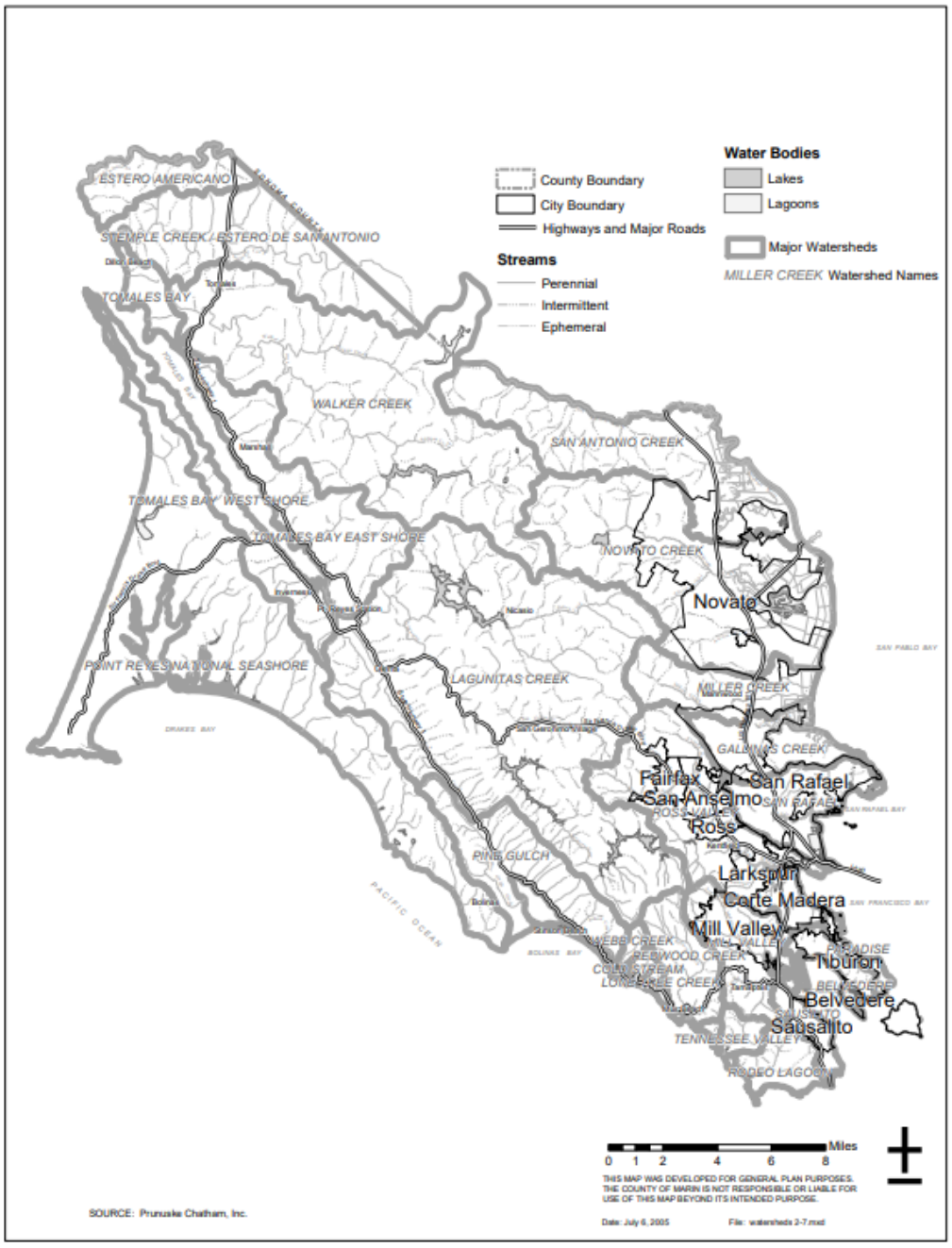


Figure 1.10: Marin County Watersheds
Source: Marin Countywide Plan

Bolinas Lagoon

With a 16.7 mi^2 watershed, Bolinas Lagoon consists of mudflats, marshes, tidal channels and a flood shoal island. Other watershed habitats include coastal scrub, Douglas fir, redwood forests, and grasslands as well as small patches of eucalyptus, oak and oak-bay woodland, and pine cypress forest. Noteworthy species include ridgeway and black rails, salt marsh common yellowthroat, California red-legged frog, California brown pelican, American peregrine falcon,

Point Reyes mountain beaver, Point Reyes jumping mouse, Coho salmon, steelhead trout, northern spotted owl, black swift, and Marin manzanita.

In 2008 the "Bolinas Lagoon Ecosystem Restoration Project: Recommendations for Restoration and Management" was completed by a working group of community representatives and scientists, with recommended actions including restoring natural sediment transport and ecological functions of the lagoon, identifying and managing non-native species, and protecting water quality. The Marin County Parks' Bolinas Wye Wetlands Resiliency Project also serves to restore habitat, improve road safety, and adapt to sea level rise in Bolinas Lagoon.

Estero Americano

The County's northernmost watershed, the 49 mi^2 Estero Americano watershed straddles the Marin and Sonoma County boundaries. Americano Creek draining into Bodega Bay, is the watershed's only tributary, and is ephemeral, generally drying up for 4-6 months between late spring and fall. The Estero Americano contains 301 acres of open water, and 412 acres of wetland habitat with mudflats, seasonal brackish marsh and freshwater marsh. With streamside habitat of grazed pastures with few trees interspersed with dense willow thickets, and coastal oak woodland in the upper watershed, Estero Americano has been identified by the California Department of Fish and Game as among the most significant habitat areas in the State. The watershed's special status species include the Northwestern pond turtle, steelhead trout, California red-legged frog, Myrtle's silverspot butterfly, tidewater goby, and tricolored blackbird.

A 1987 enhancement plan led to repair of many of the watershed's eroded areas, which was undertaken by the Gold Ridge Resource Conservation District (RCD) with funding from the State Coastal Conservancy. In 2007 the RCD developed the Estero Americano Watershed Management Plan.

Gallinas Creek

Located in Eastern Marin, the 5.6 mi^2 watershed has two main drainage areas; the north fork and South Gallinas Slough. The watershed is highly urbanized with fragmented native plant communities. Upper watershed habitats include annual grasslands interspersed with mixed evergreen forest, coastal scrub and small outcroppings of serpentine habitat. Continuous with China Camp State Park is a large tract of oak-bay woodland along the southern watershed boundary. Lower marsh habitats represent some of the largest remaining tidally influenced habitats in the Bay Area with noteworthy special status species including the San Pablo song sparrow, California black rail, salt marsh harvest mouse and the ridgeway rail.

A three-acre tidal marsh restoration effort by the Marin Audubon Society and Marin Community Foundation was completed in 1977. The Friends of Gallinas Creek, San Pablo Watershed Restoration Program Partners, the Bay Institute and Marin County Stormwater Pollution Prevention Program are planning extensive restoration in the upper and lower watershed to improve riparian cover, provide habitat, reduce erosion, and restore wetlands.

Tomales Bay

The Tomales Bay Watershed encompasses the subwatersheds of Lagunitas Creek, Walker Creek, Inverness Creek, and east shore drainages including Millerton Gulch, Grand Canyon, and Tomasini Canyon. Resource rich, nearly 500 species of birds and the most robust

population of native coho salmon remaining in the Central Coast region are supported by the Bay. Tomales Bay is a Ramsar Wetland of International Importance with intertidal, subtidal, and benthic habitas, as well as dunes, mud flats, salt marshes and freshwater marshes. Eelgrass beds are also found throughout Tomales Bay, and provide important habitat for fish, birds, and other species, while combatting shoreline erosion by dampening wave energy and storms.

The Tomales Bay Watershed Stewardship Plan was completed in 2003. Restoration projects are underway in the Walker and Lagunitas Creek areas.

Miller Creek

With a watershed covering 12 mi^2, Miller creek uniquely has a relatively intact riparian area with very high widths and depths relative to its drainage area. While relatively urbanized, the watershed still supports a small population of steelhead. Its lower marsh habitats include some of the Bay Area's largest remaining tidally-influenced habitats that support abundant waterfowl. The watershed is dominated by annual grasslands interspersed with oak-bay woodland and oak savanna in the upper watershed with patches of chaparral. Middle reaches are primarily urbanized. The watershed's lower reaches east of Highway 101 support saltwater and brackish-water marshes subject to tidal action.

Noteworthy special status species include the San Pablo Song Sparrow, California black rail, saltmarsh harvest mouse, ridgeway rail and steelhead trout.

Novato Creek

As Eastern Marin's largest watershed, Novato Creek Watershed's creeks flow eastward through oak and bay forests, grasslands, unincorporated Marin County, and the City of Novato, and into San Pablo Bay near the mouth of the Petaluma River. The basin is 45 mi^2 and its main drainage is the 17 mi^2 Novato Creek, which has 6 major tributaries. Diverse habitat types include saltwater marsh, brackish marsh, freshwater wetlands, oak woodlands, annual grasslands and oak savanna. Special status species include the San Pablo Song Sparrow, California black rail, saltmarsh common yellowthroat, ridgeway rail and Western pond turtle. Salmonids including steelhead and Chinook salmon are also found within the watershed.

Point Reyes National Seashore Creeks

This watershed is comprised of almost 100 mi^2 of land and nearly 80 miles of undeveloped coastline, with subwatersheds that drain into Drake's Estero, Abbotts Lagoon, Estero de Limanotour, the Pacific Ocean, portions of the Bolinas Lagoon and the Tomales Bay. Habitat types include estuaries, mud flats, sandy shores, intertidal communities and a variety of upland habitats. Special-status species include the endemic Mountain Beaver, Point Reyes jumping mouse, California freshwater shrimp, Myrtle's silverspot, Point Reyes blue butterfly, San Francisco forktail damselfly and steelhead trout.

Richardson Bay

With San Francisco Bay's second largest eelgrass bed, Richardson Bay supports genetically diverse and extensive intertidal habitat. As an Important Bird Area along the Pacific Flyway, the Bay supports hundreds of thousands of migrating waterbirds during the winter months. Noteworthy special-status species include the California black rail, San Pablo song sparrow, salt marsh harvest mouse, and Point Reyes bird's-beak.

Salmonids including steelhead trout are also supported.

Ross Valley
Receiving over 50 inches of rain annually, the 28 mi^2 Ross Valley watershed is one of Marin County's wettest areas. With 28 miles of stream channels, the watershed supports a great diversity of habitats including redwood forests, serpentine outcrops, chaparral, oak woodlands, grasslands and tidal wetlands. Special status wildlife include steelhead trout, spotted owls, San Pablo song sparrow, ridgeway and black rails, and salt marsh harvest mouse.

Led by the Marin County Flood Control and Water Conservation District, the Ross Valley Flood Protection & Watershed Program's objective is to reduce flooding throughout the watershed. Creek improvements being considered include debris clearance, invasive vegetation removal, creek bank stabilization, and habitat enhancement.

Rush Creek
At the Northern edge of Novato, Rush Creek's wetland habitats includes coastal saltwater and coastal brackish water marsh habitats. The wetlands provide suitable habitat for San Pablo song sparrow, California black rail, saltmarsh common yellowthroat, California brackishwater snail, and ridgeway rail. Restoration efforts include the Rush Creek and Bahia restoration projects.

San Antonio Creek
Covering around 25% of the Petaluma River watershed, the San Antonio Creek watershed extends from Antonio Mountain and Chileno Valley in the northwest to Petaluma Marsh and the Petaluma River to the southeast. The upper San Antonio Creek watershed is dominated by annual grassland and mixed evergreen forest with patches of oak and bay woodland. The lower watershed includes extensive coastal salt marsh and brackish marsh. Special status species include the California black rail, ridgeway rail, salt marsh common yellowthroat, San Pablo song sparrow, Townsend's big-eared bat, California red-legged frog, northwestern pond turtle, and salt marsh harvest mouse.

Limited salmonids have also been recorded in the watershed.

The Petaluma River Watershed Enhancement Plan was completed by the Southern Sonoma County RCD in 1999 with information on riparian and fisheries enhancement. In 2008 the Southern Sonoma County RCD completed the San Antonio Creek Watershed Plan in tandem with local landowners and residents.

San Rafael Creek
The 11 mi^2 San Rafael watershed is densely developed from its hills to filled wetlands. A small marsh at Pickleweed Park provides habitat for native species, and the watershed's northern edge include intact woodland, grassland and lagoon areas.

Southern Coastal Creeks
Several smaller watersheds along over 10 miles of southern Marin's rugged coastlines are protected within National and State Park boundaries. These include Webb Creek, Lone Tree Creek, Cold Stream, Redwood Creek, Alder Creek, Rodeo Lagoon and Tennessee Valley. A variety of habitat types exist amongst these watersheds including seasonal wetlands, riparian woodlands, and freshwater marsh. Special status species include Coho salmon, steelhead trout,

California red-legged frog, monarch butterflies, northwestern pond turtle, northern spotted owl and more.

Stemple Creek

Bisected by the Sonoma-Marin County boundary, this 50 mi^2 watershed begins just west of Petaluma and empties into the Pacific Ocean through the Estero de San Antonio. Like Estero Americano, the Estero de San Antonio was identified by the California Department of Fish and Game as among the most significant habitat areas in California with densely wooded riparian ravines, saltgrass areas, mudflats, eelgrass beds and freshwater ponds. Special-state species include the California freshwater shrimp, northwestern Pond Turtle, tidewater goby, Myrtle's silverspot butterfly, and the California red-legged frog.

In 1994 an enhancement plan was completed, leading to local landowner gully stabilization projects to reduce erosion. The Marin and Sonoma County RCDs, along with the Natural Resources Conservation Service have brought funding into the watershed to improve water quality.

Baylands

Baylands are areas between historic high and low tide elevations. The baylands ecosystem in Marin County forms a varied pattern of open water, tidal marshes and mudflats, rocky shoreline, seasonal wetlands, and adjacent uplands. Baylands ecosystems are vital to the health of San Pablo, San Francisco, and Tomales bays and have undergone tremendous change, as historical tidal areas were diked for agricultural use, marshes filled and drained for development, and channels dredged and straightened for navigation. An estimated 82% of the historic tidal marshlands along the edge of the San Francisco Bay–Delta Estuary has been filled or altered. Marin County seeks to a establish bayland buffer zones between development and remaining or historic tidelands and wetlands in order to enhance the diversity of its baylands ecosystems and reduce the costs of flood damage, water pollution, and habitat degradation.

Grasslands and Forests

Marin County has extensive topographic diversity that supports a variety of vegetation types. Environmental factors, such as temperature, precipitation, soil type, aspect, slope, and land use history, all help determine the existing vegetation at any given location. In the central and eastern parts of the county, north-facing slopes are usually densely wooded from lower elevations to ridge peaks with a mixture of mostly hardwood tree species such as coast live oak, California bay, Pacific madrone, and other oak species.

Grasslands with a mixture of native and nonnative annual and perennial plant species occur most often in the northern and western parts of the county due to a combination of soil type, lower rainfall, and a long history of ranching. The southern and western slopes tend to have a higher percentage of grasslands.

In the west portion of the county closer to the coast, where precipitation is higher and marine influence is greater, most areas are densely forested with conifer species including Bishop pine, Douglas fir, coast redwood, and associated hardwood species. Chaparral vegetation also occurs in parts of the county, especially on steeper south- and west-facing slopes.

Insect infestations and plant diseases, such as California oak mortality syndrome (Sudden Oak Death), are increasing and threaten to change the structure and overall health of native plant

communities in Marin County. Sudden Oak Death has had a major impact on native habitats in Marin since its initial detection in the mid-1990s in Mill Valley, The pathogen believed to be a major cause of Sudden Oak Death, Phytophthora ramorum, is known to affect at least 31 species of plants. Two other plant diseases prevalent in Marin County are pitch canker (which affects conifers such as Bishop pine and other pine species), and madrone twig dieback (which affects Pacific madrones).

Oak woodland and savannah are also threatened by development. The continued loss of oak woodland, oak savannah, and other native woodland habitat through their conversion to primarily urban uses in the County resulted in the adoption of the County Native Tree Preservation and Protection Ordinance in 1999. This regulates the removal of native trees and is intended to use local regulations to protect sensitive resources.

Geology

Marin County is located within the central portion of the Coast Range Physiographic Province of California, composed of a series of northwest-southeast aligned coastal mountain chains dominated by the San Andreas Fault Zone. The geology of Marin County is distinctly different on either San Andreas Fault, with areas east of the fault dominated by the Franciscan Formation and associated mélange and west of the fault by granitic rocks and overlying sedimentary rocks. Areas located east of the San Andreas Fault, have a geology dominated by Cretaceous and Jurassic Age Franciscan Complex bedrock composed of sedimentary and volcanic rocks, serpentine, and sheared mélange. Overlying the bedrock is a layer of colluvium and soil of varying thickness. Slopes underlain by the sheared mélange bedrock tend to have a higher density of deep seated landslides compared to those areas underlain by more competent sandstone. Alluvial sediments made up of unconsolidated sands, gravels, and silts are found along the valley bottoms.

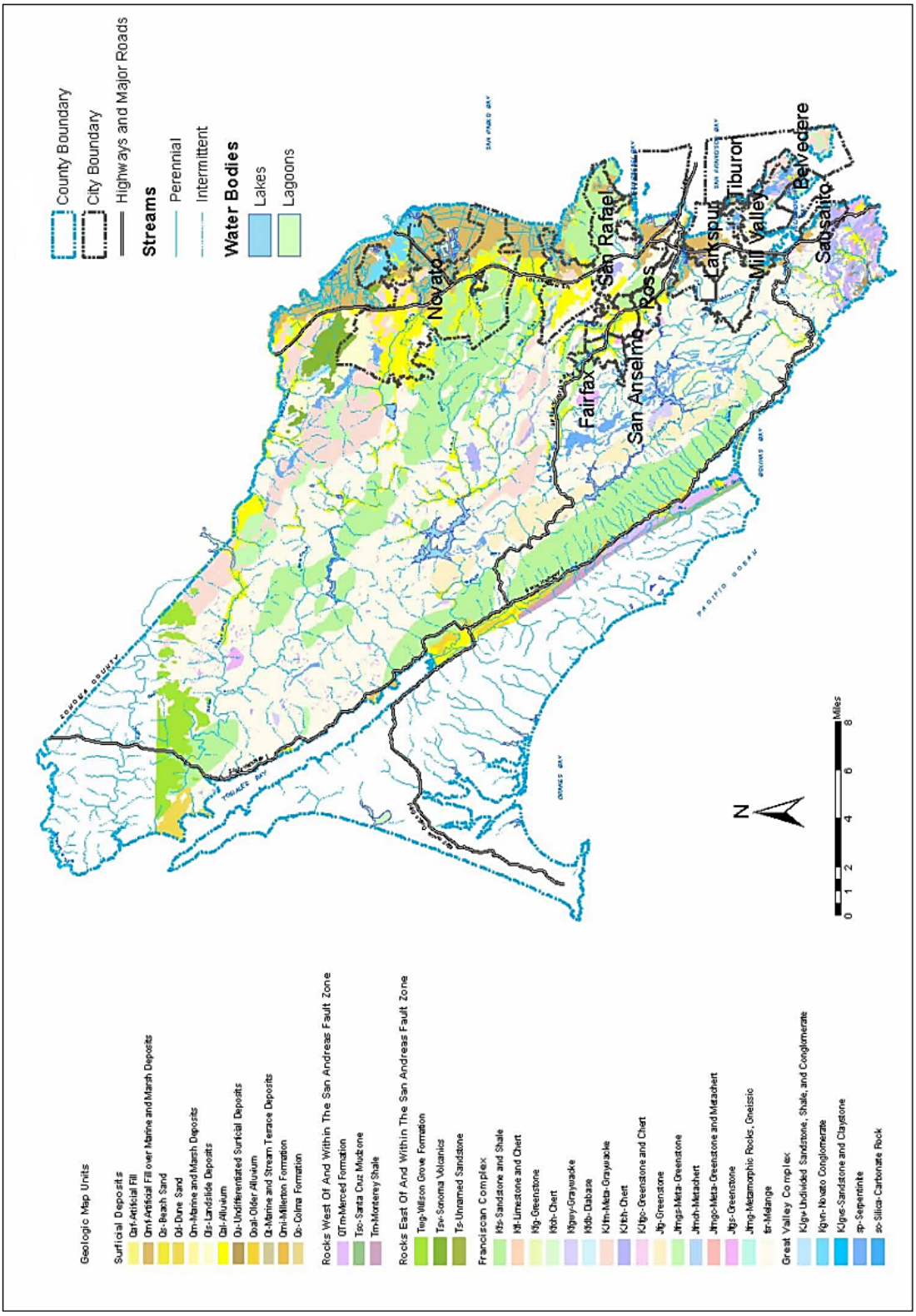


Figure 1.11: Marin County Geologic Units (East of San Andreas Fault)
Source: Marin Countywide Plan

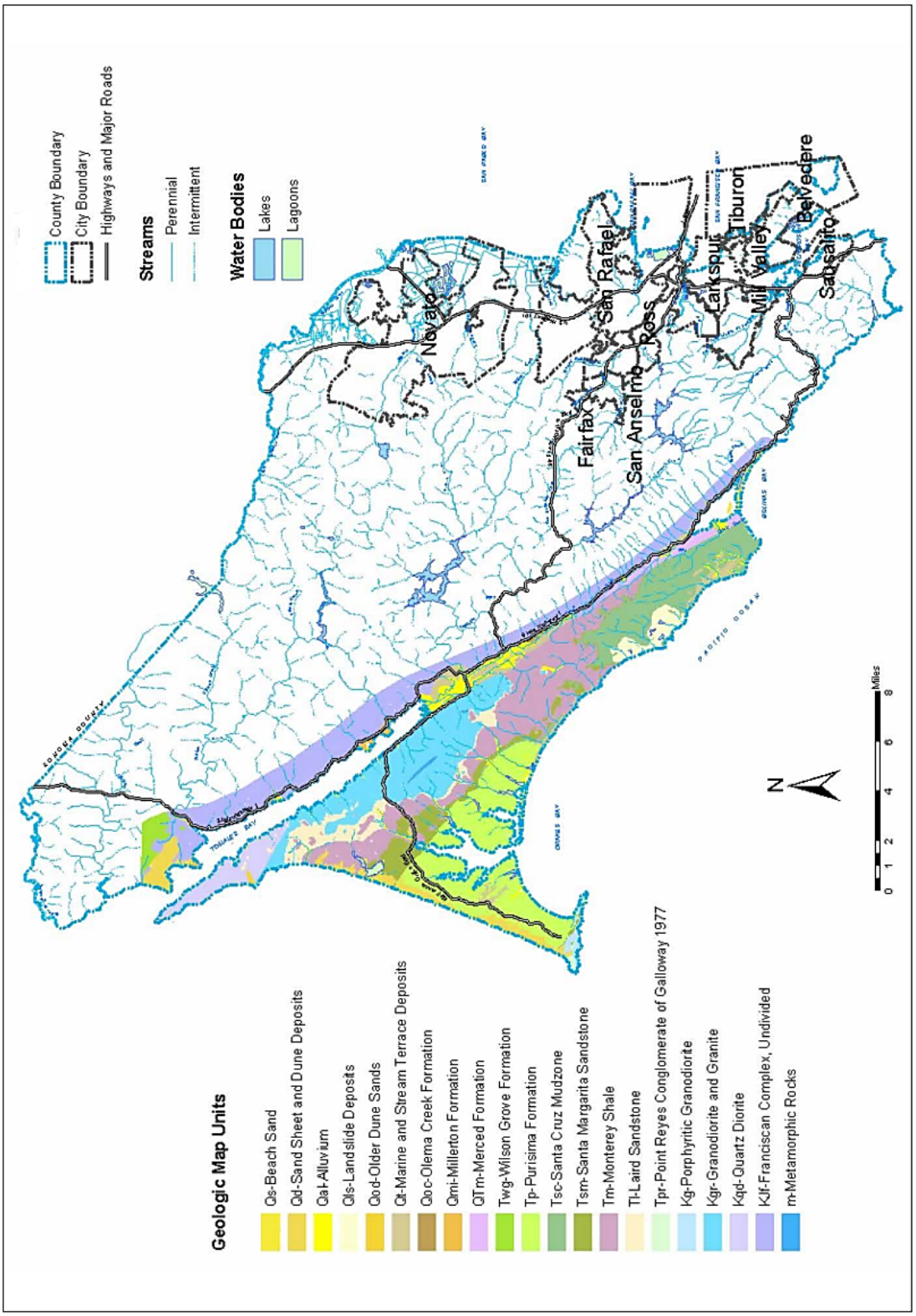


Figure 1.12: Marin County Geologic Units (West of San Andreas Fault)
Source: Marin Countywide Plan

Mineral Resource Zones are grouped by the State of California into four categories based on geologic factors, with Class 2 (MRZ-2) lands having the greatest importance. Class 2 sites are underlain by demonstrated mineral resources considered important to the region or the state as a whole. All of the Marin County's mineral resource sites are identified by the State as Class 2, except for Ring Mountain, which is considered a Scientific Resource Zone (and therefore not a production site) due to the presence of rare geologic formations.

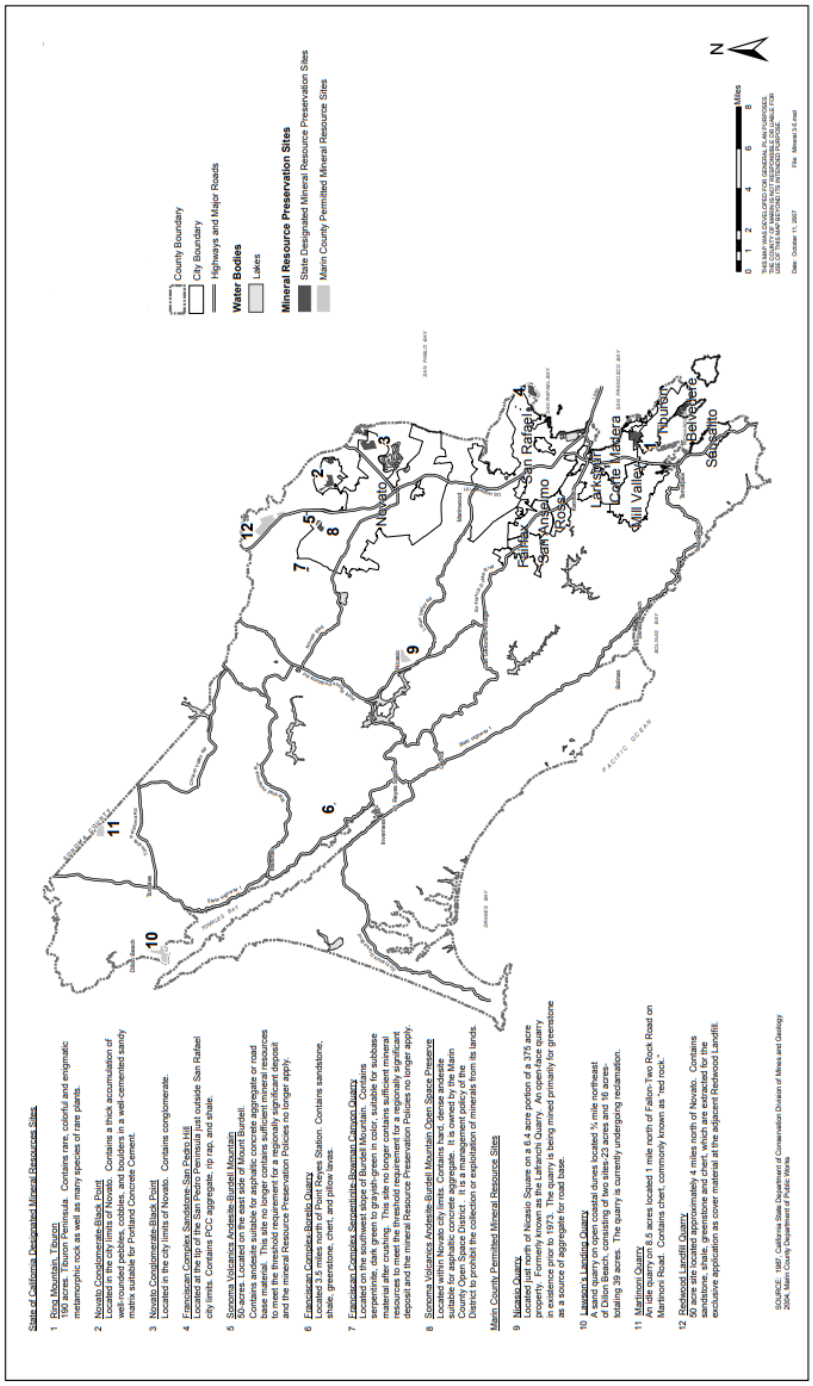


Figure 1.13: Marin County Mineral Resource Sites
Source: Marin Countywide Plan

Climate

Marin County has many microclimates with varying weather patterns, but the climate is generally Mediterranean with mild and wet winters and hot, dry summers. The average annual temperature is around 56.5 degrees. High temperatures normally range from 49 to 63 degrees in the summer months, which is cooler than most places in California. Low temperatures average around 42 degrees in the winter months, and rarely fall below freezing.

Precipitation generally increases with altitude. The topography in Marin County varies greatly, from sea level to elevations around 2,500 feet on Mount Tamalpais. Marin County averages 39 inches of rain per year, making it wetter than most places in California, though it rarely gets snow.

Figure 1.14 shows average annual precipitation and Figure 1.15 shows average annual temperature over time.

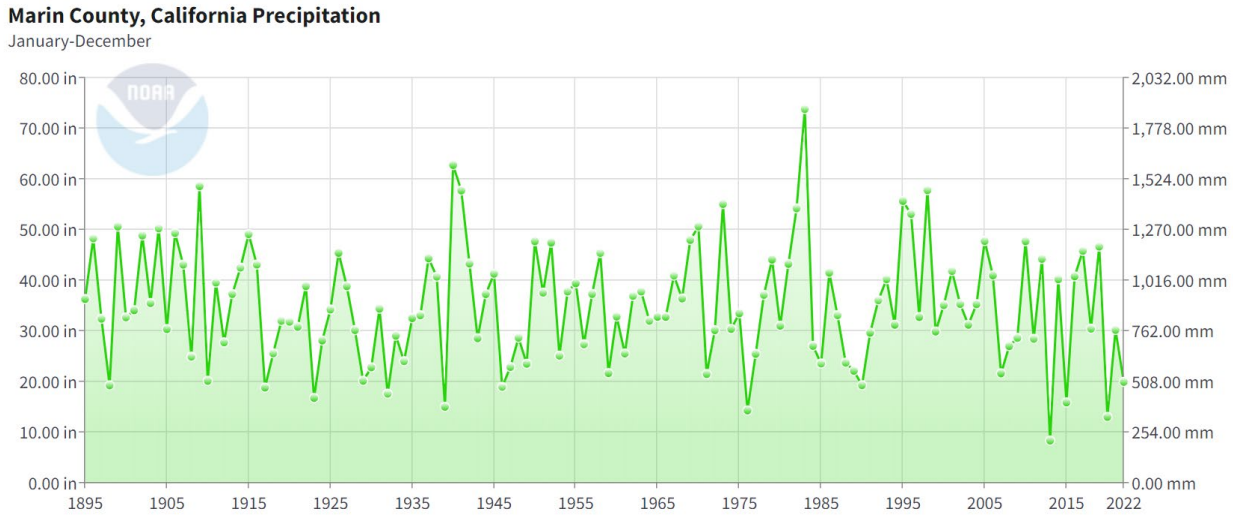


Figure 1.14: Marin County Average Precipitation 1895-2022
Source: National Oceanic Atmospheric Administration

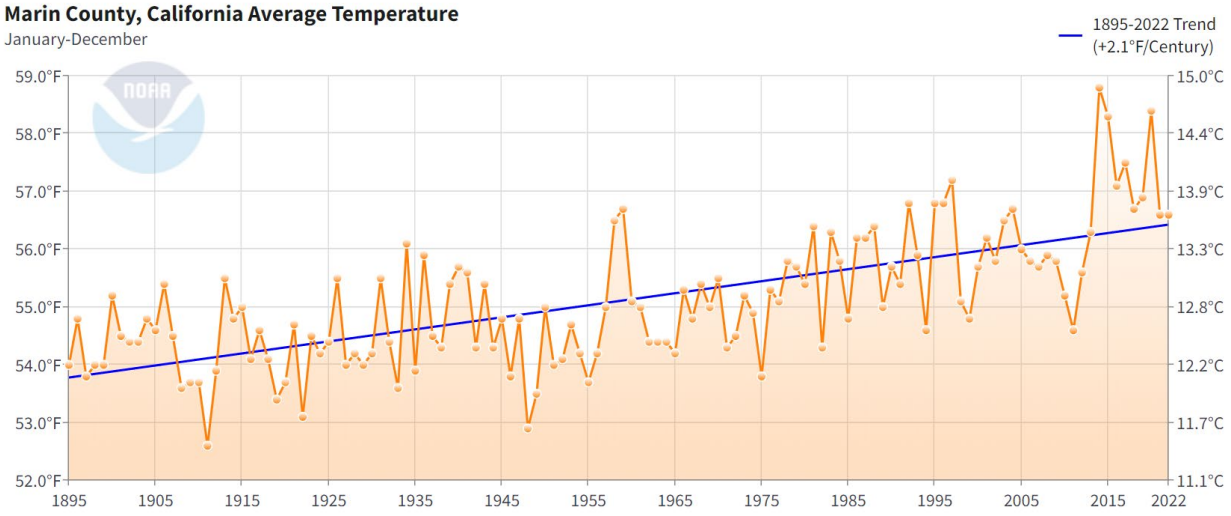


Figure 1.15: Marin County Average Temperature 1895-2022
Source: National Oceanic Atmospheric Administration

Marin County can experience Northern California Diablo winds in the late summer through early winter. These easterly winds occur as systems of high-pressure form in the Great Basin and flow over the Sierra Nevada Mountains toward the Pacific Ocean. As winds flow over the Sierra Nevada, the winds compress, become warmer, and lower the relative humidity while drying out vegetation. As the winds move through canyons, they pick up speed and create strong gusts which can contribute to large and destructive wildfires.

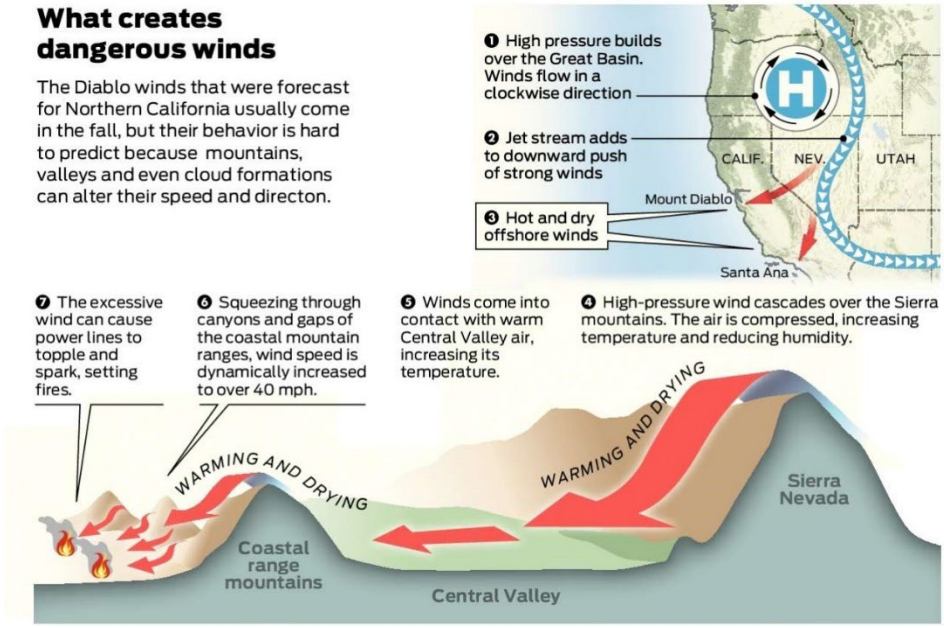


Figure 1.16: Diablo Wind Patterns
Source: National Oceanic Atmospheric Administration

Historic and Cultural Resources

Marin County has a large stock of historically significant homes, public buildings, and landmarks. To inventory these resources, the Marin County MJHMP Planning Team collected information from a number of sources. The California Department of Parks and Recreation Office of Historic Preservation (OHP) was the primary source of information. The OHP is responsible for the administration of federally and state mandated historic preservation programs to further the identification, evaluation, registration, and protection of California's irreplaceable archaeological and historical resources. The OHP administers the National Register of Historic Places, the California Register of Historical Resources, California Historical Landmarks, and the California Points of Historical Interest programs. Each program has different eligibility criteria and procedural requirements.

- The **National Register of Historic Places** is the nation's official list of cultural resources worthy of preservation. The National Register is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect historic and archeological resources. Properties listed include districts, sites, buildings, structures, and objects that are significant in American history, architecture, archeology, engineering, and culture. The National Register is administered by the National Park Service, which is part of the U.S. Department of the Interior.
- The **California Register of Historical Resources** program encourages public recognition and protection of resources of architectural, historical, archeological, and cultural significance and identifies historical resources for state and local planning purposes, determines eligibility for state historic preservation grant funding, and affords certain protections under the California Environmental Quality Act. The Register is the authoritative guide to the state's significant historical and archeological resources.
- **California Historical Landmarks** are sites, buildings, features, or events that are of statewide significance and have anthropological, cultural, military, political, architectural, economic, scientific or technical, religious, experimental, or other value. Landmarks #770 and above are automatically listed in the California Register of Historical Resources.
- **California Points of Historical Interest** are sites, buildings, features, or events that are of local (city or county) significance and have anthropological, cultural, military, political, architectural, economic, scientific or technical, religious, experimental, or other value. Points designated after December 1997 and recommended by the State Historical Resources Commission are also listed in the California Register.

It should be noted that as defined by the National Environmental Policy Act (NEPA), any property over 50 years of age is considered a historic resource and is potentially eligible for the National Register. Thus, in the event that the property is to be altered, or has been altered, as the result of a major federal action, the property must be evaluated under the guidelines set forth by NEPA. Structural mitigation projects are considered alterations for the purpose of this regulation.

The Marin County OA has 52 places on the National Register of Historic Places. Notable architects that helped create the Marin County historic places including W.G. Carnes, Frank Lloyd Wright, James A. Shore, William Mercer and Solomon Pierce. Prominent architectural styles found in the Marin County OA are Bungalow/Craftsman, Italianate and Mission/Spanish Revival.

Table 1.8: Historic Sites in Marin County					
Name/Landmark State Plaque Number	**National Register (NR)**	**State Landmark**	**California Register**	**Date Listed (NR)**	**Jurisdiction**
Alexander-Acacia Bridge	X			1/5/1984	Larkspur
Angel Island, U.S. Immigration Station (529)	X	X	X	10/14/1971	Tiburon
William G. Barrett House	X			6/17/1980	Sausalito
Boyd House	X			12/17/1974	San Rafael
Bradford House	X			6/6/1980	San Rafael
Camilo Ynitia Adobe (210)		X	X		Novato
China Camp (924)	X	X	X	4/26/1979	San Rafael
The Dipsea Trail	X			6/4/2010	Mill Valley/ Stinson Beach
Dixie Schoolhouse	X			12/26/1972	San Rafael
Robert Dollar Estate	X			12/11/1972	San Rafael
Robert Dollar House	X			7/23/1991	San Rafael
Dolliver House	X			5/22/1978	Larkspur
Drakes Bay Historic and Archeological District	X			10/16/2012	Point Reyes Station
Lord Charles Snowden Fairfax Home (679)		X	X		Fairfax
Fashion Shop and Stephen Porcella House	X			6/25/1980	Novato
First Sawmill in Marin County (207)		X	X		Mill Valley
Forts Baker, Barry, and Cronkhite	X			12/12/1973	Unincorporated Marin County
Golden Gate Bridge (974)		X	X		Unincorporated Marin County

Table 1.8: Historic Sites in Marin County					
Name/Landmark State Plaque Number	**National Register (NR)**	**State Landmark**	**California Register**	**Date Listed (NR)**	**Jurisdiction**
Green Brae Brick Kiln Yard (917)	X	X	X	3/24/1978	Larkspur
Griswold House	X			9/12/1985	Sausalito
Hamilton Army Air Field Discontiguous Historic District	X			11/20/1998	Novato
Larkspur Downtown Historic District	X			10/7/1982	Larkspur
Lighter Wharf Site (221)		X	X		Bolinas
Lyford's Stone Tower	X			12/2/1976	Tiburon
Benjamin and Hilarita Lyford House	X			11/10/2000	Tiburon
Marconi-RCA Bolinas Transmitting Station	X			2/23/2018	Bolinas
Marin Art and Garden Center	X			6/6/2022	Ross
Marin City Public Housing	X			9/18/2017	Marin City
Marin County Civic Center (999)	X			7/17/1991	San Rafael
Marinship Machine Shop	X			12/20/2016	Sausalito
Erskine B. McNear House	X			1/11/1982	San Rafael
Miller Creek School Indian Mound	X			10/14/1971	San Rafael
Mission San Rafael Arcangel (220)		X	X		San Rafael
Mount Tamalpais Mountain Theater	X			2/2/2015	Mill Valley

Table 1.8: Historic Sites in Marin County					
Name/Landmark State Plaque Number	**National Register (NR)**	**State Landmark**	**California Register**	**Date Listed (NR)**	**Jurisdiction**
Muir Beach Archeological Site	X			1/26/1981	Marin City
Muir Woods National Monument	X			1/9/2008	Mill Valley
Olema Lime Kilns (222)	X	X	X	10/8/1976	Olema
Olema Valley Dairy Ranches Historic District	X			4/9/2018	Olema
Outdoor Art Club (922)	X	X	X	11/16/1978	Mill Valley
Pierce Ranch	X			12/6/1985	Inverness
Pioneer Paper Mill (552)		X	X		Lagunitas
Point Bonita Light Station	X			9/3/1991	Sausalito
Point Reyes Lifeboat Rescue Station, 1927	X			11/7/1985	Inverness
Point Reyes Light Station	X			9/3/1991	Point Reyes
Point Reyes Naval Radio Compass Station	X			6/29/2018	Inverness
Point Reyes Peninsula Dairy Ranches Historic District	X			10/29/2018	Inverness
RCA Point Reyes Receiving Station	X			2/23/2018	Inverness
Rancho Olompali	X			1/12/1973	Novato
Valentine Rey House	X			4/22/1982	Belvedere
St. Hilary's Mission Church	X			2/3/2020	Tiburon
San Francisco and North Pacific Railroad Station House-Depot	X			8/4/1995	Tiburon

Table 1.8: Historic Sites in Marin County					
Name/Landmark State Plaque Number	**National Register (NR)**	**State Landmark**	**California Register**	**Date Listed (NR)**	**Jurisdiction**
San Rafael Improvement Club	X			3/29/1984	San Rafael
Sausalito Woman's Club	X			4/15/1993	Sausalito
St. Vincent's School for Boys (630)		X	X		San Rafael
Brock Schreiber Boathouse and Beach	X			7/7/1978	Inverness
Station KPH Operating Station	X			7/24/1989	Marshall
Station KPH, Marconi Wireless Telegraph Company of America	X			7/24/1989	Marshall
Steamship TENNESSEE Remains	X			4/15/1981	Marin City
Tocaloma Bridge	X			9/14/2018	Tocaloma
Tomales Presbyterian Church and Cemetery	X			8/1/1975	Tomales
West Point Inn	X			12/22/2011	Mill Valley

Table 1.8: Historic Sites in Marin County
Source: California Office of Historic Preservation and the National Register of Historic Places

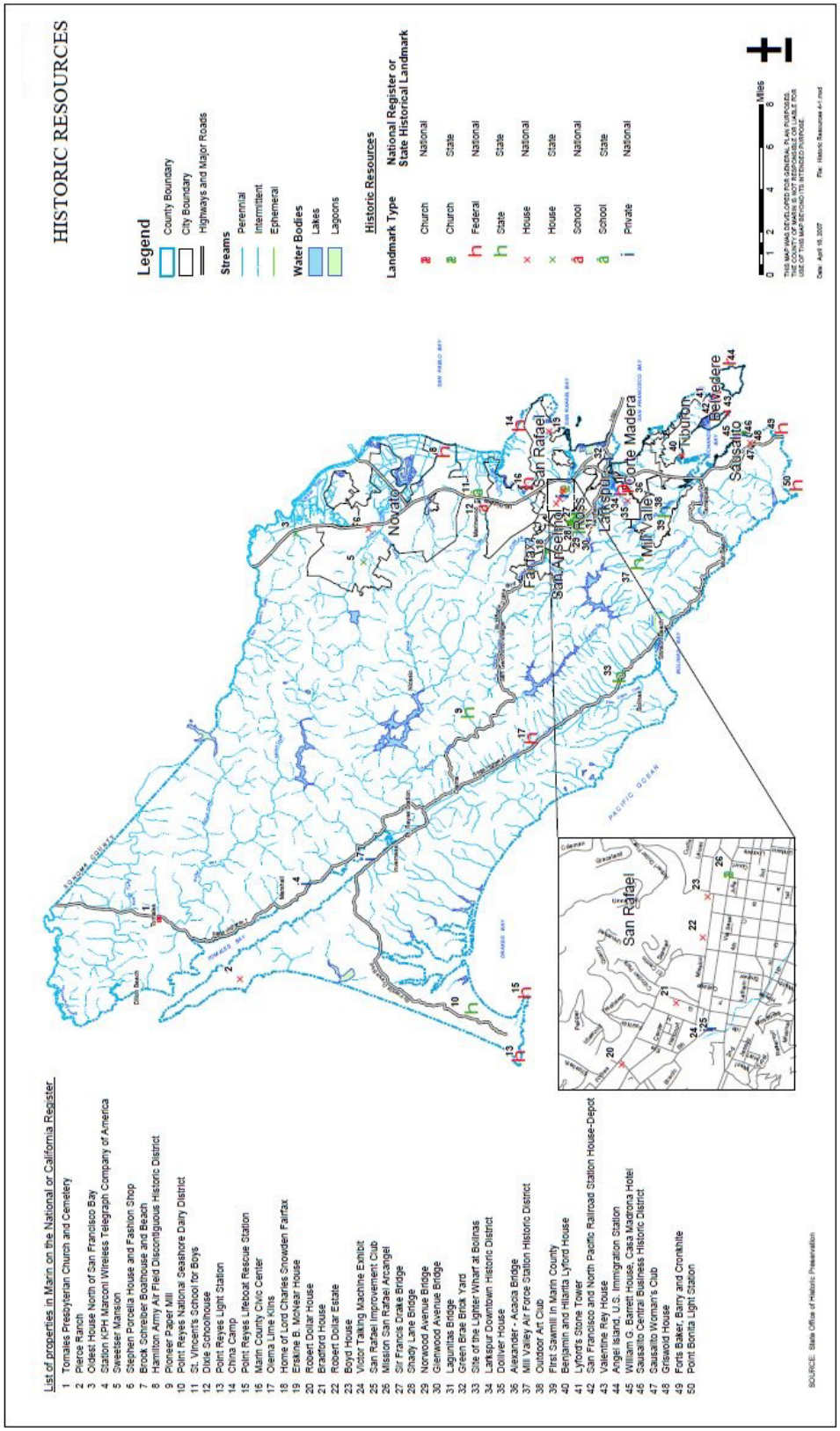


Figure 1.17: Historic Sites in Marin County
Source: California Office of Historic Preservation

1.5.4 National Risk Index and Social Vulnerability

All communities in the U.S. experience natural hazards, and there is a wide range of environmental, social, and economic factors that influence each community's risk to natural hazards. The likelihood that a community may experience a natural hazard can vary drastically, as can the associated consequences. Additionally, a community's risk is influenced by many social, economic, and ecological factors.

A community's susceptibility to natural hazards varies from location to location. The 18 hazard types evaluated by the National Risk Index were chosen after reviewing FEMA-approved State Hazard Mitigation Plans for all 50 states in early 2016.

Risk Calculation

In the National Risk Index, risk is defined as the potential for negative impacts as a result of a natural hazard. The risk equation behind the National Risk Index includes three components: a natural hazards risk component, a consequence enhancing component, and a consequence reduction component. Expected Annual Loss (EAL) is the natural hazards risk component, measuring the expected loss of building value, population, and/or agriculture value each year due to natural hazards. Social Vulnerability is the consequence enhancing component and analyzes demographic characteristics to measure the susceptibility of social groups to the adverse impacts of natural hazards. Community Resilience is the consequence reduction component and uses demographic characteristics to measure a community's ability to prepare for, adapt to, withstand, and recover from the effects of natural hazards. The Social Vulnerability and Community Resilience components are combined into one Community Risk Factor (CRF) which is multiplied by the EAL component to calculate risk using Equation 2.

Equation 2: Generalized National Risk Index Risk Equation

$$Risk = Expected\ Annual\ Loss \times Community\ Risk\ Factor$$

$$where\ Community\ Risk\ Factor = f\left(\frac{Social\ Vulnerability}{Community\ Resilience}\right)$$

Figure 1.18: Generalized NRI Risk Equation
Source: FEMA National Risk Index Technical Documentation, 2023

Risk Components Overview

The Risk Index score is based on Social Vulnerability, Community Resilience, and Expected Annual Loss, with EAL based on Exposure, Annualized Frequency, and historic loss ratio (HLR) factors, for a total of five risk factors. Each risk factor contributes to either the likelihood or consequence aspect of risk and are classified as one of two risk types: risk based on geographic location, represented by the Community Risk Factor (CRF), or risk based on the nature and historical occurrences of natural hazards, represented by EAL. The five risk factors are summarized in Table 1.9.

Table 1.9: Risk Components and Factors				
Risk Component	Risk Factors	Risk Factors Description	Risk Contribution	Risk Type Assignment
Social Vulnerability	Social Vulnerability	Consequence Enhancer	Consequence	Geographic Risk
Community Resilience	Community Resilience	Consequence Enhancer	Consequence	Geographic Risk
EAL	Exposure	Expected Consequence	Consequence	Natural Hazard Risk
EAL	Annualized Frequency	Probability of Occurrence	Likelihood	Natural Hazard Risk
EAL	HLR	Expected Consequence	Consequence	Natural Hazard Risk

Table 1.9: NRI Risk Components and Factors
Source: FEMA National Risk Index Technical Documentation, 2023

Social Vulnerability

According to the 2023 National Risk Index Technical Documentation, Social Vulnerability is broadly defined as the susceptibility of social groups to the adverse impacts of natural hazards, including disproportionate death, injury, loss, or disruption of livelihood. Social Vulnerability considers the social, economic, demographic, and housing characteristics of a community that influence its ability to prepare for, respond to, cope with, recover from, and adapt to environmental hazards. As a consequence-enhancing risk factor, the Social Vulnerability score represents the national percentile ranking of social vulnerability for a given county or Census tract in comparison to all other communities at the same level. The higher a county's or Census tract's Social Vulnerability is, the higher the risk. Because social vulnerability is unique to a geographic location—specifically, a county or Census tract—it is a geographic risk factor.

Social Vulnerability Source Data

Social Vulnerability source data provider: CDC/ATSDR SVI
SVI is a location-specific assessment of social vulnerability that utilizes 16 socioeconomic variables (listed below) deemed to contribute to a community's reduced ability to prepare for, respond to, and recover from hazards.

1. Below 150% Poverty
2. Unemployed
3. Housing Cost Burden
4. No High School Diploma
5. No Health Insurance
6. Aged 65 & Older
7. Aged 17 & Younger
8. Civilian with a Disability
9. Racial & Ethnic Minority Status
10. Multi-Unit Structures
11. Mobile Homes
12. Crowding
13. No Vehicle
14. Group Quarters
15. Single-Parent Households

16. English Language Proficiency

The dataset was acquired from the CDC/ASTDR website, and users looking for more information should consult CDC/ASTDR.

Social Vulnerability Consideration for Hazard Mitigation Funding

The California Governor's Office of Emergency Services (Cal OES) has initiated the "Prepare California" grant program focused on building community resilience amongst vulnerable individuals living in the areas of the state most susceptible to natural disasters. The Prepare California Initiative is aimed at reducing long-term risks from natural disasters by investing in local capacity building and mitigation projects designed to protect communities.

Prepare California leverages funds approved in Governor Gavin Newsom's 2021-22 State Budget and is designed to unlock federal matching funds for community mitigation projects that vulnerable communities would otherwise be unable to access. This program is intended for communities that are the most socially vulnerable and at the highest risk for future natural hazard events. The state identified communities by prioritizing California census tracts according to their estimated hazard exposures and social vulnerability.

The National Risk Index is a dataset and online tool to help illustrate the United States communities most at risk for 18 natural hazards: Avalanche, Coastal Flooding, Cold Wave, Drought, Earthquake, Hail, Heat Wave, Hurricane, Ice Storm, Landslide, Lightning, Riverine Flooding, Strong Wind, Tornado, Tsunami, Volcanic Activity, Wildfire, and Winter Weather.

National Risk Index (NRI) hazards align with of eight of the twelve Marin County OA MJHMP Hazards. NRI data is not available for Dam Failure, Land Subsidence, Levee Failure, or Sea Level Rise.

Table 1.10: NRI Hazards and Marin County MJHMP Hazards	
NRI Hazards	Marin County OA MJHMP Hazards
Earthquake	Earthquake
Riverine Flooding	Flooding
Coastal Flooding	Flooding
Wildfire	Wildfire
Landslide	Debris Flow
Drought	Drought
Heat Wave	Severe Weather -Extreme Heat
Tsunami	Tsunami
Tornado	Severe Weather – Wind, Tornado
Strong Wind	Severe Weather – Wind, Tornado

Table 1.10: NRI Hazards and Marin County OA MJHMP Hazards
Source: FEMA National Risk Index 2023

The National Risk Index leverages available source data for Expected Annual Loss (EAL) due to these 18 hazard types, Social Vulnerability, and Community Resilience to develop a baseline relative risk measurement for each United States county and Census tract. These measurements are calculated using average past conditions, but they cannot be used to predict future outcomes for a community. The National Risk Index is intended to fill gaps in available data and analyses to better inform federal, state, local, tribal, and territorial decision makers as they develop risk reduction strategies.

Calculating the Risk Index

Risk Index scores are calculated using an equation that combines scores for Expected Annual Loss due to natural hazards, Social Vulnerability and Community Resilience:

Risk Index = Expected Annual Loss (EAL) × Social Vulnerability ÷ Community Resilience

Hazard Type Risk Index

Hazard type Risk Index scores are calculated using data for only a single hazard type, and reflect a community's Expected Annual Loss value, community risk factors, and the adjustment factor used to calculate the risk value. Table 1.10 illustrates the NRI Hazard Type Risk Index for Marin County.

Calculating Expected Annual Loss

Expected Annual Loss scores are calculated using an equation that combines values for exposure, annualized frequency, and historic loss ratios for 18 hazard types:

Expected Annual Loss = Exposure × Annualized Frequency × Historic Loss Ratio

Community Risk Factor

The CRF is a scaling factor that incorporates Social Vulnerability and Community Resilience in the National Risk Index to arrive at a distribution of risk values that better reflects the impacts communities experience from natural hazards. By design, the CRF ensures that higher Social Vulnerability and lower Community Resilience, relative to all other communities at the same level (county or Census tract), result in higher Risk Index values for a given level of EAL.

To generate a CRF value for a community, its Social Vulnerability value is divided by its Community Resilience value, and this ratio is mapped to a triangular distribution with minimum 0.5, mode 1, and maximum 2 (see Equation 3).

Equation 3: CRF Equation

$$Community\ Risk\ Factor = f\left(\frac{Social\ Vulnerability}{Community\ Resilience}\right)$$

$$where\ \ f(\cdot) \rightarrow \tau(a = 0.5, b = 2, c = 1)$$

Table 1.11 illustrates the NRI Hazard Type Risk Index for Marin County.

Table 1.11: NRI Hazard Type Risk Index for Marin County						
Hazard Type	**EAL Value**	**Social Vulnerability**	**Community Resilience**	**CRF**	**Risk Value**	**Score**
Earthquake	$85,368,321	Relatively Low	Very High	1.02	$86,293,309	98.7
Riverine Flooding	$28,231,043	Relatively Low	Very High	1.02	$30,230,864	99
Coastal Flooding	$3,801,318	Relatively Low	Very High	1.02	$4,161,749	89.5
Wildfire	$2,436,548	Relatively Low	Very High	1.02	$2,205,455	91.8
Landslide	$770,102	Relatively Low	Very High	1.02	$736,098	98.3
Drought	$780,052	Relatively Low	Very High	1.02	$645,893	89.7
Heat Wave	$371,643	Relatively Low	Very High	1.02	$375,597	74.3
Tornado	$220,118	Relatively Low	Very High	1.02	$213,534	19.4
Tsunami	$34,530	Relatively Low	Very High	1.02	$26,783	62.2
Strong Wind	$13,888	Relatively Low	Very High	1.02	$13,688	4.4

Table 1.11: NRI Hazard Type Risk Index for Marin County
Source: FEMA National Risk Index 2023

Table 1.12 illustrates the NRI Social Vulnerability & Community Resilience Risk Index for the top 20 highest risk communities within Marin County.

Table 1.12: NRI Highest-Risk Communities in Marin County								
Rank	**Community**	**Jurisdiction**	**EAL Value**	**Social Vulnerability**	**Community Resilience**	**CRF**	**Risk Value**	**Score**
1	Census tract 06041112202	San Rafael	$8,782,817	Relatively High	Very High	1.38	$12,103,320	99.66
2	Census tract 06041112100	San Rafael	$4,881,418	Relatively High	Very High	1.22	$5,938,596	98.31
3	Census tract 06041106001	San Rafael	$3,848,195	Very High	Very High	1.4	$5,369,158	97.88
4	Census tract 06041121200	Corte Madera	$4,505,215	Relatively Moderate	Very High	1.13	$5,078,528	97.58
5	Census tract 06041103200	Novato	$3,649,854	Relatively High	Very High	1.37	$5,016,752	97.53
6	Census tract 06041112204	San Rafael	$2,686,687	Very High	Very High	1.59	$4,274,415	96.57
7	Census tract 06041102203	Novato	$2,920,534	Relatively High	Very High	1.35	$3,955,365	95.97
8	Census tract 06041106002	County (Santa Venetia)	$3,505,637	Relatively Moderate	Very High	1.1	$3,843,988	95.73
9	Census tract 06041119201	Larkspur	$2,453,803	Relatively High	Very High	1.27	$3,113,358	93.73
10	Census tract 06041119100	County (Kentfield)	$3,547,224	Very Low	Very High	0.86	$3,034,275	93.41
11	Census tract 06041110100	San Rafael	$2,551,896	Relatively Moderate	Very High	1.11	$2,831,154	92.59

12	Census tract 06041117000	San Anselmo	$2,891,493	Relatively Low	Very High	0.96	$2,766,643	92.3
13	Census tract 06041120002	Larkspur	$2,825,836	Relatively Low	Very High	0.95	$2,698,515	91.98
14	Census tract 06041133000	County	$2,925,471	Relatively Low	Very High	0.93	$2,714,057	92.05
15	Census tract 06041104102	Novato	$2,251,767	Relatively High	Very High	1.19	$2,685,083	91.89
16	Census tract 06041111001	San Rafael	$2,462,117	Relatively Moderate	Very High	1.07	$2,629,315	91.59
17	Census tract 06041121100	Corte Madera	$3,328,198	Very Low	Very High	0.78	$2,588,404	91.38
18	Census tract 06041101200	Novato	$2,847,863	Relatively Low	Very High	0.88	$2,518,616	90.98
19	Census tract 06041108202	San Rafael	$1,698,202	Very High	Very High	1.4	$2,380,050	90.12
20	Census tract 06041104300	County (Bel Marin Keys)	$3,514,869	Very Low	Very High	0.65	$2,287,081	89.47

Table 1.12: NRI Highest-Risk Communities in Marin County
Source: FEMA National Risk Index 2023

1.5.5 Social Vulnerability and Risk in Marin County

Link to National Risk Index

Social vulnerability is an important factor to consider during all functions of emergency management (mitigation, preparedness, response, recovery). When we work to mitigate hazards, we are alleviating the stress a hazard may put on a community. If a community is considered more socially vulnerable, the residents' risk of disaster is higher, therefore, to reduce risk, considering the social makeup of a community is critical. Many methodologies exist to aggregate census data into one simple number to represent social vulnerability; this should be seen as macro, supplemental data. It is also important to have input from all sections of a planning area that can truly represent the experiences, needs, and lived risk in a community.

Metrics that create social vulnerability indices are meaningful to planning as they can signify a community's capacity to mitigate, prepare for, respond to, and recover from the impacts of a disaster. From mitigating your living environment to resist impacts, preparing a backup food source, to understanding alert and warning messages, and having insurance or obtaining government assistance after a disaster, all require time, financial resources, education and language abilities that not all of our community members have the luxury of. This is why looking at social vulnerability metrics is important to understanding where the needs are in Marin.

For a high-level view to assess what communities in Marin are most at risk, the Marin County OA MJHMP chose to use the National Risk Index as it combines Expected Annual Loss (a measurement of expected economic loss), the CDC's Social Vulnerability Index (2020), and the Community Resilience Index (CRI) to rank census tracts' risk across the nation. With the three metrics aggregated, we can understand, from a high level, what areas of Marin may be the most holistically impacted by hazards. The most recent version of the National Risk Index was released in 2023, making it one of the most up to date ways to assess hazard impact and social vulnerability. Furthermore, it is the best source for information for macro level assessments.

Expected Annual Loss (EAL) is calculated using hazard exposure, annual frequency of a hazard and historic loss. As a whole, EAL is an attempt to represent average yearly economic loss resulting from natural hazards (i.e., losses to buildings, population, and agriculture). The county as whole is ranked as “relatively high” EAL; ranking in the 96-percentile in the nation. Census tracts are also categorized, see Figure 1.24.

Three census tracts in Marin, all in San Rafael, rank “Very High” for EAL. Most of the county is categorized as either “Relatively High” or “Relatively Moderate”, four classify as “Relatively Low”. One is assigned “Very Low” EAL, this is the Marin City census tract; an unincorporated community in southern Marin that has historically been underserved (highlighted with red outline in the following maps). The main contributing factor to this result is the perceived limited economic value and unrecorded economic losses due to disasters in Marin City. The economic impact of disasters in underserved communities has been historically under- or unreported, explaining how a commonly flooded area, such as Marin City, may be reflected as “Very Low” on the EAL. Disruptive flooding in Marin City happens during any significant rain, and this has been happening for over 80 years (KQED, 2022). Lack of reporting may be two-fold; limited connection to government and social capacity of residents to report. Impacts of frequent flooding in Marin City damages residents’ cars and homes, roadways, other structures; it puts people at risk of being swept away in flood water, can expose them to contaminated water; it cuts off residents’ ability to leave for work or errands and return home. All of this damage has direct economic consequences for the residents of Marin City and the County. Despite being classified as “Low Risk” on the EAL, the County of Marin acknowledges the impact disasters have on Marin City.

In Figures 1.19, 1.20, and 1.21 the US Census Tracts are outlined in white, and color coded as indicated on the map legend. The City and Town Jurisdictions are outlined in black while the unincorporated area of Marin City is outlined in blue.

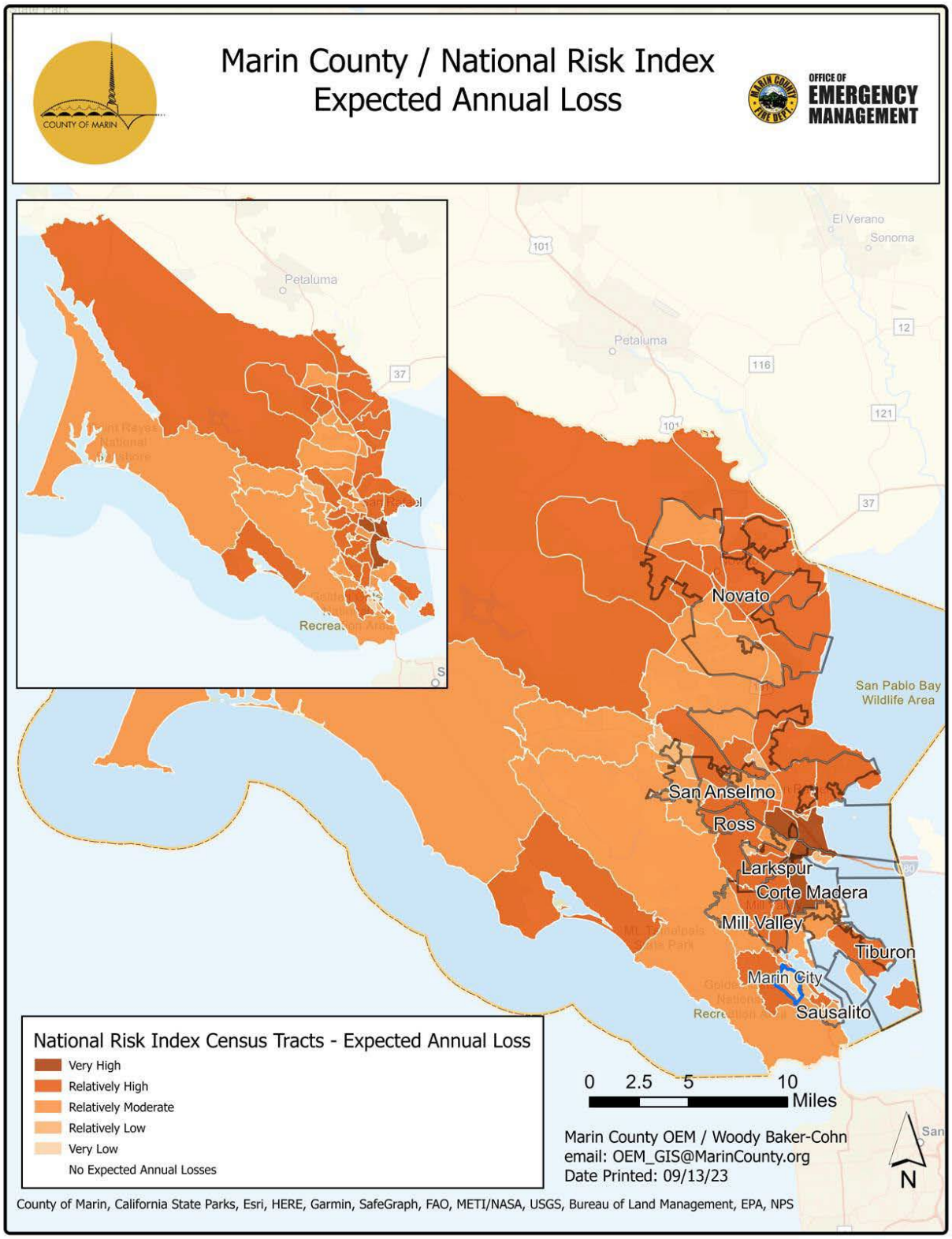


Figure 1.19: Marin County NRI – Expected Annual Loss
Source: FEMA National Risk Index 2023

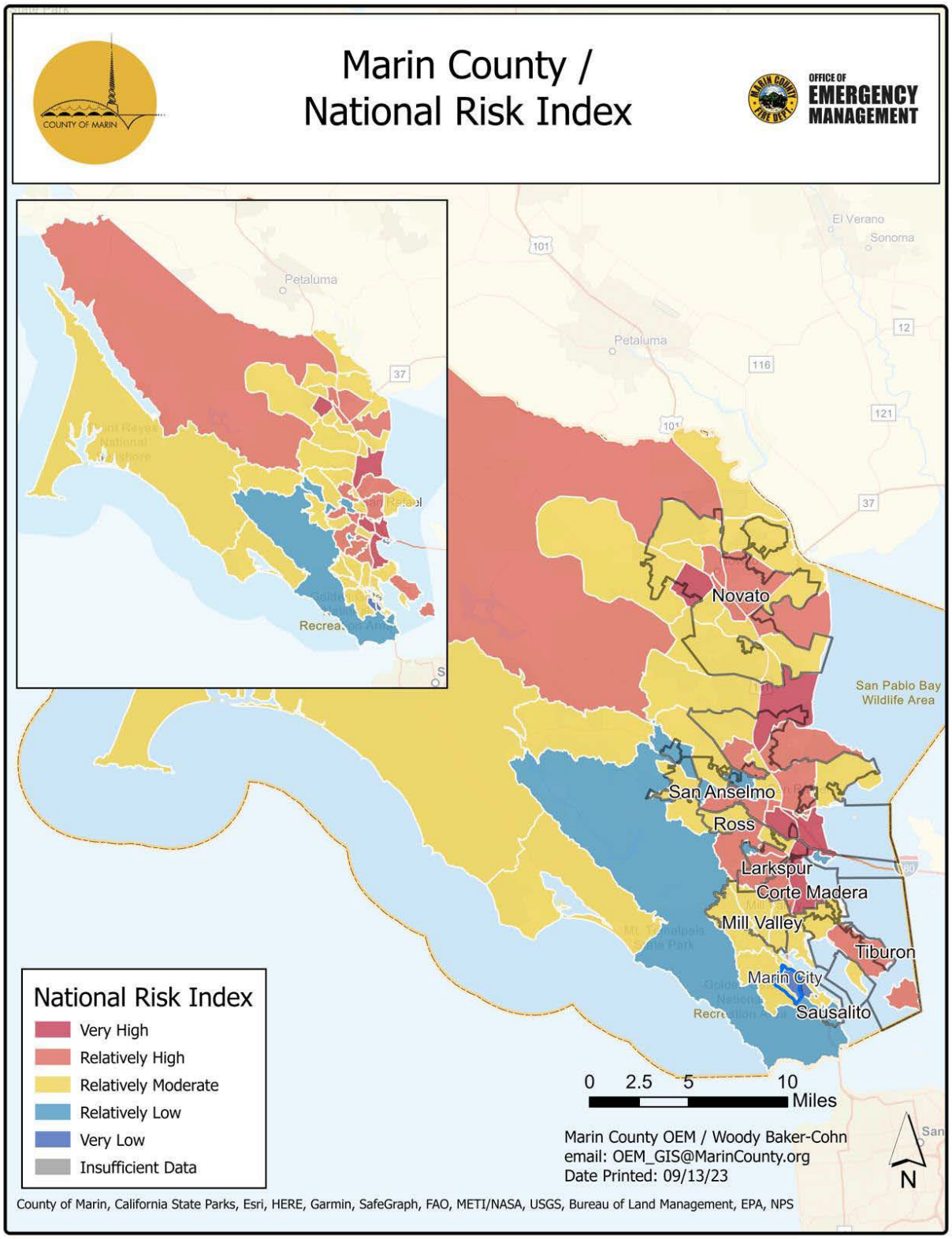


Figure 1.20: Marin County National Risk Index Map
Source: FEMA National Risk Index 2023

When looking at the CDC's SVI (see Figure 1.21), we see the most socially vulnerable residents reside in parts of Novato, parts of San Rafael, including in and around the Canal District, the Greenbrae neighborhood of Larkspur, and the unincorporated areas of Marin City and Santa Venetia. This aligns with what the County knows about Marin residents. However, discrepancy lies in the western, more rural area of the county. West Marin is comprised of seven villages, and other populated areas, that are distanced from the centralized resources in the eastern part of the county. At three local elementary school in West Marin (2022-2023 school year), the percentage of students eligible for free and reduced lunch program are, 62%, 41%, and 52%, a reflection of the financial capacity of local families. West Marin is home to many farms that may employ and house underrecognized workers that may not have taken part in a census survey, which is the basis for the SVI is calculation. In the fourth quarter of FY 2021/22 the bus routes traveling to West Marin (Rural Routes) were the only service category to have increased in ridership since pre-COVID (increase 0.1%; Marin Transit, 2022) showing the reliance of West Marin residents on public transportation; however, this data continues to adjust based upon the increase in alternate methods of mass transportation. Considering this, the County of Marin acknowledges that unique social factors in West Marin require different approaches than other parts of the County.

Looking to the community resilience index (CRI) results, the data is only calculated at the county-level and compared across the nation. As a whole, Marin County is considered to have a "very high" ability to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions when compared to the rest of the U.S. Unfortunately, this metric does not give us the distinct experiences of the diverse communities across Marin.

When the Estimated Annual Loss Index (EAL) , Social Vulnerability Index (SVI), and Community Resilience Index are aggregated as one, final results of the National Risk Index show Marin County as a whole to have "Relatively High" risk, this is due to the financial implications a disaster may have on the county. When broken out by census tract, five tracts are in the highest category ("Very High Risk"), this matches generally with the same tracts that are ranked in as higher social vulnerability; parts of Novato, parts of San Rafael, including in and around the Canal District, the Greenbrae neighborhood of Larkspur, and unincorporated areas of Santa Venetia.

However, Marin City is ranked as "Very Low" risk for the National Risk Index. Previous discussion highlighted why the Expected Annual Loss was low, but further discussion is required. As a County, we know Marin City should not be classified as "Very Low" on the NRI. Marin City residents, for example, only have one way in and out of their community and this road floods frequently, making it unsafe to cross and leave the community for work, school, medical resources. Additionally, there is only one "grocery" store, a Target, in Marin City. Both of these elements contribute to the vulnerability of residents as they may be unable to leave or return home and have limited access to groceries, relying on a single store's supply chain. At the local elementary school in Marin City, 47% of students are eligible for free and reduced-price meals (2022 – 2023 school year), a reflection of the financial capacity of local families. All this means, we can expect the social and built capacity of Marin City to be limited.

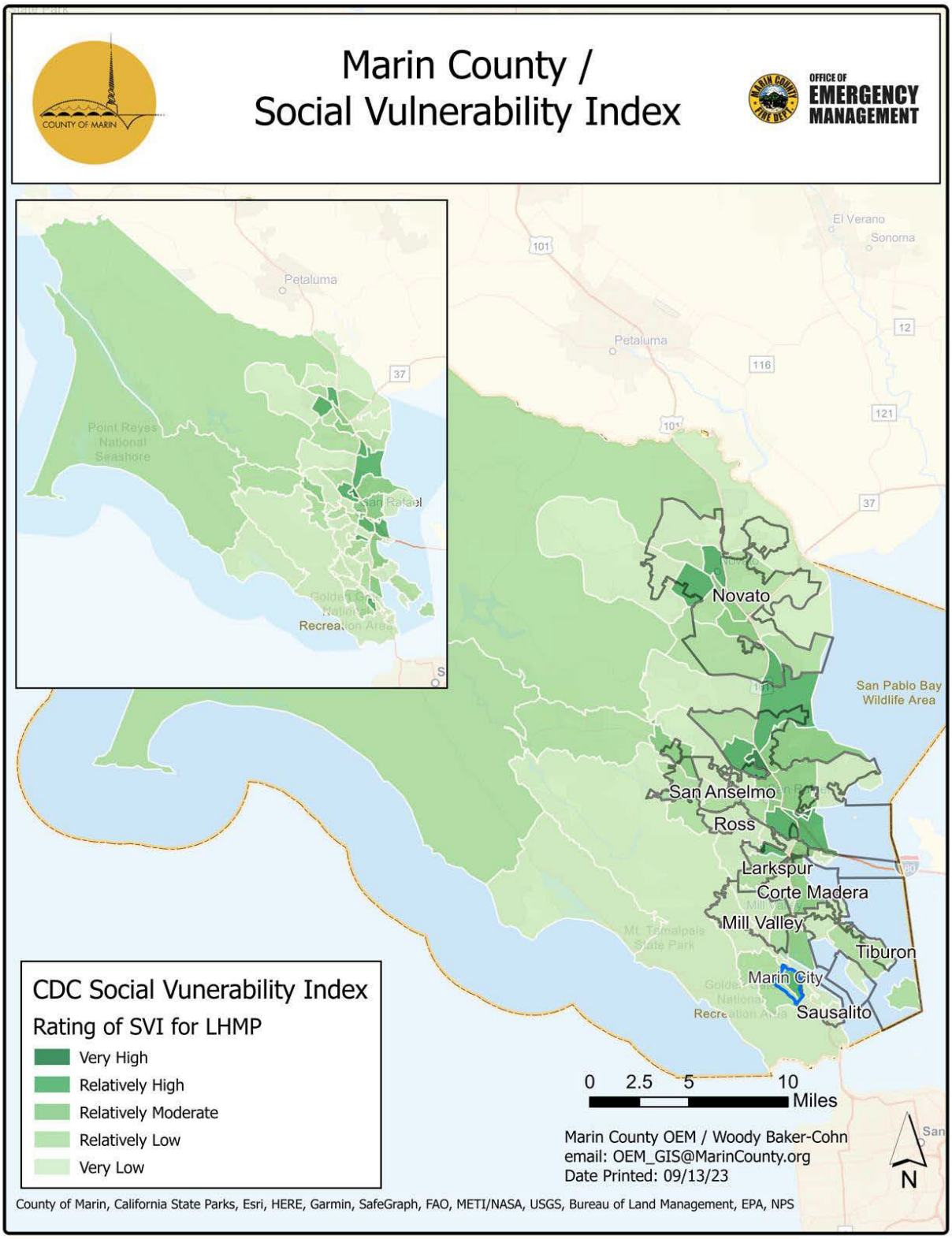


Figure 1.21: Marin County CDC Social Vulnerability Index Map
Source: FEMA National Risk Index 2023

The County of Marin has several outreach programs, specifically designed to reach and include traditionally underserved and underrepresented communities, including, Health and Human Services' Community Response Teams, Office of Equity's Participatory Budgeting program, and a community-created Race and Equity Plan. To receive feedback on the Marin County OA MJHMP, bilingual outreach was conducted through the Community Response Teams, which are led by local non-profits, representing four zones of Marin County. Local non-profits are selected for grant funding to be the Community Response Team lead. Additionally, County representatives went on the West Marin radio station, KWMR, to reach rural populations.

While decision makers in Marin acknowledge that aggregate hazard and social vulnerability data can be informative for understanding what resources can be most beneficial to what area of the county, it is acknowledged that this data is not considered to be fully representative of Marin's communities. It is critical to have a diversity of resident voices to represent a community's needs and experiences. Furthermore, this data does not consider trends and anticipated changes. Climate change continues to increase risk in our communities, with heat, sea level rise, increased flood events, longer droughts, and more powerful wildfires. Additionally, Marin's population is aging and growing to be less-White which will require the continued development of planning and response approaches to meet the needs of all residents.

1.5.6 Economics

Marin County has a strong economic base which has changed significantly over the last century. The county's economy was dominated by agriculture in the early part of its history. However, in recent years, Marin's economy has seen increasing job growth in technology-related fields such as biotechnology, computer software, and multimedia. With several attractions including beaches and parks in Marin, tourism is important to Marin County's economy.

The Marin County resident workforce is predominantly white collar. Over 92% of the County's residents age 25 or older have at least a high school diploma, compared with about 81% statewide; over 54% in this same age group have a bachelor's degree. These higher-than-average educational levels directly correlate with a low poverty rate of 7.5%, compared with 15.3% statewide. The County's largest employers include the County government, State Corrections Department, Marin General Hospital, Kaiser Permanente, Fireman's Fund Insurance, Lucas Licensing, Fair Isaac Corporation, and College of Marin. Over half the working population is employed in professional, management, or financial business occupations, but most of these workers are employed outside the County in urban centers such as San Francisco and Oakland. The services, construction, and transportation industries combined employ less than a quarter of the resident population but are major employment sectors within the County. According to the Marin Economic Commission, service industries based in Marin are a major source of employment for residents of surrounding counties who commute to Marin. The agricultural sector also retains a strong cultural and historical presence.

Table 1.13: Marin County Civilian Employed Population 16 Years and Over		
Industry	**Estimated Employment**	**Percent**
Civilian employed population 16 years and over	18,676,721	100
Agriculture, forestry, fishing and hunting, and mining	394,881	2.1
Construction	1,235,586	6.6
Manufacturing	1,676,715	9.0
Wholesale trade	501,378	2.7
Retail trade	1,919,513	10.3
Transportation and warehousing, and utilities	1,071,181	5.7
Information	539,683	2.9
Finance and insurance, and real estate and rental and leasing	1,107,961	5.9
Professional, scientific, and management, and administrative and waste management services	2,612,859	14.0
Educational services, and health care and social assistance	3,990,094	21.4
Arts, entertainment, and recreation, and accommodation and food services	1,835,141	9.8
Other services, except public administration	927,253	5.0
Public administration	864,476	4.6

Table 1.13: Marin County Civilian Employed Population 16 Years and Over
Source: US Census Bureau American Community Survey 2021 Estimates

1.6 Existing Authorities, Policies, Programs, and Resources

The jurisdictions represented in this plan are authorized by state law and qualify as separate governments. With the exception of the special districts, the jurisdictions all have a general plan that regulates current and future development through zoning based on described hazards. State law requires all California Cities and Counties to adopt general plans which include seven mandatory chapters: Land Use, Circulation, Housing, Conservation, Open Space, Noise and Safety. In addition to General Plans, each jurisdiction has an Emergency Action (or Operations) Plan and a Climate Action Plan.

The jurisdictions each have a municipal code of ordinances to establish the minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation and energy conservation, and safety to life and property from fire and other hazards attributed to the built environment; to regulate and control the demolition of all buildings and structures, and for related purposes.

The jurisdictions all have planning departments that review proposed developments and new uses for conformance with policies plans and regulations and are served by law enforcement and fire departments.

Resources vary greatly between jurisdictions according to general funds and staff, which are roughly proportionate to population size and commercial activity. Regardless of size, mitigation actions tend to leverage federal, state, and regional financial resources heavily in the form of matching grants.

With the protection of plans and codes secured through statute, the expansion and improvement of policies and programs are dependent on the allocation of limited financial resources towards staff administration and implementation. An efficient means of improving and expanding programs is through shared resources. The many small jurisdictions in the County often do not have the resources to successfully accomplish the many requirements placed upon them, but through economies of scale they can provide better public service. One example of that is this Multi-Jurisdictional Local Hazard Mitigation Plan, which for most jurisdictions represents a much-needed update. For two of these jurisdictions this will be a new plan. See Section 4.0: Mitigation Strategy for further existing authorities, policies, programs, and resources in Marin County.

1.7 New Items for the 2023 MJHMP

The 2018 Marin County OA MJHMP contained a detailed description of the planning process, a risk assessment of identified hazards for the Marin County planning area, and an overall mitigation strategy for reducing risk and vulnerability from these hazards. Since approval of the plan by FEMA, progress has been made by the Marin County OA on implementation of the mitigation strategy. As part of this 2023 MJHMP Update, a thorough review and update of the 2018 plan was conducted to ensure that this update reflects current community conditions and priorities in order to realign the overall mitigation strategy for the next five-year planning period.

This MJHMP update involved a comprehensive review and update of each section of the 2018 plan and includes an assessment of the success of the participating communities in evaluating, monitoring and implementing the mitigation strategy outlined in the initial plan. Only the information and data still valid from the 2018 plan was carried forward as applicable into this MJHMP update.

Table 1.14: Marin County OA MJHMP Participants 2018 and 2023

	2018 Plan Participants	2023 Plan Participants
1	Marin County	Marin County
2	City of Belvedere	City of Belvedere
3	Town of Corte Madera	Bolinas Community Public Utility District
4	City of Fairfax	Town of Corte Madera
5	City of Larkspur	Sanitary District No. 2
6	City of Mill Valley	City of Fairfax
7	City of Novato	City of Larkspur
8	Town of Ross	Las Gallinas Valley Sanitary District
9	City of San Rafael	City of Mill Valley
10	Town of San Anselmo	North Marin Water District
11	City of Sausalito	City of Novato
12	City of Tiburon	Town of Ross
13	North Marin Water District	Town of San Anselmo

14	Marin County Flood Control and Water Conservation District	City of San Rafael
15		City of Sausalito
16		Southern Marin Fire Department
17		City of Tiburon

Table 1.14: Marin County OA MJHMP Participants 2018 and 2023

Also to be noted, the 2023 MJHMP update identifies key requirements for updating future plans:

- Considers changes in vulnerability due to action implementation;
- Documents success stories where mitigation efforts have proven effective;
- Documents areas where mitigation actions were not effective;
- Documents any new hazards that may arise or were previously overlooked;
- Incorporates new data or studies on hazards and risks;
- Incorporates new capabilities or changes in capabilities;
- Incorporates growth and development-related changes to inventories; and
- Incorporates new action recommendations or changes in action prioritization.

These requirements and others as detailed throughout this plan were also addressed during this plan update process.

As part of its 2023 Mitigation Strategy, Marin County and participating jurisdictions recognized that certain data, if available, would enhance the analyses presented in the risk assessment and utilized in the development of the mitigation strategy. New information and analyses contained throughout this plan update includes the following:

- A new assessment of hazards affecting the OA was completed resulting in the inclusion of additional hazards including climate change.
- An entire rework of the risk assessment for each identified hazard, including reworking the hazard profile and adding new hazard event occurrences; redoing the entire vulnerability analysis to add items identified below and updating the vulnerability assessment based on more recent hazard data as well as using the most current parcel and assessor data for the existing built environment.
- An update of the flood hazard analysis utilizing the 2017 DFIRMs to include an updated analysis of the 100-year flood, an analysis of the 500-year flood, and an enhanced analysis of the localized/stormwater flooding problems affecting the planning area.
- Development of an updated critical facility definition and a GIS mapping effort of critical facilities for the planning area.
- Greater analysis was performed on the wildfire hazard utilizing CalFire, Fire Severity GIS data and updated CalFire fire hazard severity maps from 2022.
- An enhanced vulnerability assessment which added an analysis of populations vulnerable to two priority hazards: flood and wildfire.
- An enhanced vulnerability assessment which added an analysis of future development in the planning area and specific to each of the mapped hazards.
- Incorporation and analysis of the new 2020 Census data was utilized for this MHHMP update.
- An analysis of the incorporation of the 2023 MJHMP into other planning mechanisms in the Marin County OA was performed.

Also, as required by the FEMA 2008 Local Multi-Hazard Mitigation Planning Guidance, the MJHMP an analysis of each jurisdictions' ongoing and continued compliance with the NFIP.

1.7.1 Revision of the Hazard Identification and Risk Assessment

This revised 2023 MJHMP now includes climate change in addition to the natural hazards facing our community. The risk assessment for each identified natural hazard was updated as determined by the Steering Committee. This included a reformulation of the hazard profiles and additions of new hazard occurrences. The vulnerability assessment was updated based on more recent hazard data.

1.7.2 Climate Change

According to the California Natural Resource Agency (CNRA), climate change is already affecting California and is projected to continue to do so well into the foreseeable future. Current and projected changes include increased temperatures, sea level rise, a reduced winter snowpack, altered precipitation patterns, and more frequent storm events. Over the long term, reducing greenhouse gases can help make these changes less severe, but the changes cannot be avoided entirely. Unavoidable climate impacts result in a variety of secondary consequences including detrimental impacts on human health and safety, economic continuity, ecosystem integrity and provision of basic services. Climate change is being profiled in the 2023 Marin County Hazard Mitigation Plan as a standalone hazard while addressing each of the other natural hazards. Marin County is considering climate change issues when identifying future mitigation actions.

1.7.3 Progress on Local Mitigation Efforts

There was success in the implementation of the mitigation actions as defined in the 2018 planning process, so the Steering Committee reassessed the need for those actions, looked at new actions and provided an explanation as to the methodology.

Details of 2018 projects are included in section 4.7 but multiple projects have had success, including completion and ongoing of retrofitting of critical county-owned buildings (project #2), completed construction of a flood basin on Fairfax Creek (project #3), and obtaining a grant to design the McInnis Marsh Restoration Project (project #23). The City of Mill Valley adopted a soft-story wood frame retrofit ordinance, updated the fire code, implemented updated vegetation management requirements, and has emergency generators available for all critical city facilities.

1.8 Plan Organization and Structure

The MJHMP has been developed using the latest guidance documents from the FEMA as listed:

- Local Mitigation Plan Review Guide dated October 11, 2011 and is structured similar to their Plan Review Tool.
- Local Mitigation Planning Policy Guide, April 19, 2023
- State Mitigation Planning Key Topics Bulletin: Mitigation Capabilities, November 2022
- State Mitigation Planning Key Topics Bulletin: Mitigation Strategy, October 2022

- State Mitigation Planning Key Topics Bulletins: Planning Process, October 2022
- State Mitigation Planning Key Topics Bulletin: Risk Assessment, October 2022

The Marin County OA Multi-Hazard Mitigation Plan is organized as follows:

- Section 1.0: Introduction
- Section 2.0: Planning Process
- Section 3.0: Hazard Identification and Risk Assessment
- Section 4.0 Mitigation Strategy
- Section 5.0: Plan Review, Evaluation, and Implementation
- Appendix A: Adoption Letters
- Appendix B: Documentation of the Planning Process
- Appendix C: Public Outreach Survey

SECTION 2.0: PLANNING PROCESS

44 CFR Requirement §201.6(b): In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include:

1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval;
2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process; and
3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

44 CFR Requirement §201.6(c)(1): [The plan shall document] the planning process used to develop the plan, including how it was prepared, who was involved in the process, and how the public was involved.

Local governments have the responsibility to protect the health, safety, and welfare of their community members. Proactive mitigation policies and actions reduce risk and create safer, more disaster-resilient communities. Mitigation is an investment in Marin's safety and sustainability. Consider the critical importance of mitigation to:

- Reducing the devastating impacts that disasters can have on community members, workers, and businesses in Marin.
- Public safety and preventing loss of life and injury.
- Reducing harm to existing and future development.
- Preventing damage to a community's unique economic, cultural, and environmental assets.
- Minimizing operational downtime and accelerating recovery of communities, government and businesses after disasters.
- Reducing the cost of disaster response and recovery and the exposure to risk for first responders.
- Helping accomplish other community objectives, such as leveraging capital improvements, infrastructure protection, open space preservation, and economic resiliency.

The purpose of mitigation planning is to identify local policies and potential actions that can be implemented over the long term to reduce risk and future losses from hazards. Mitigation policies and actions are identified based on a hazard risk assessment and the participation of a wide range of stakeholders and the public in the planning process. Benefits of mitigation planning include:

- Identifying actions for risk reduction that are agreed upon by stakeholders and the public.
- Focusing resources on the greatest risks and vulnerabilities.
- Building partnerships by involving residents and visitors, organizations, and businesses.
- Increasing education and awareness of threats and hazards, as well as their risks.
- Communicating priorities to State and Federal officials.

- Aligning risk reduction with other community objectives.

2.1 Planning Approach

The initial phase of a planning approach is to identify risk associated with threats and hazards and identify projects to reduce that risk. The Marin Operational Area understands its hazards, vulnerabilities, and risks and is working together and with the public, to develop strategies, policies, and actions necessary to reduce risk and protect residents and visitors. Marin's hazard mitigation planning process engages the whole community and follows State and Federal planning guidance consistent with the requirements of the Stafford Act and the Federal Code of Federal Regulations (44 CFR Part 201).

The six elements of hazard mitigation planning include:

1. Introduction and Community Overview
2. Planning Process
3. Hazard Identification and Risk Assessment
4. Development of The Mitigation Strategy
5. Plan Review, Evaluation, And Implementation
6. Plan Adoption

This 2023 Marin County OA MJHMP is a comprehensive update of the 2018 Marin County OA MJHMP, which covered County of Marin the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael and Sausalito; the Towns of Corte Madera, Fairfax, Ross, San Anselmo and Tiburon; and the special districts of Bolinas Community Public Utility District, Las Gallinas Valley Sanitary District, North Marin Water District, Sanitary District No. 2, and Southern Marin Fire Protection District. FEMA approved the 2018 plan on December 27, 2018, and the plan is expiring on December 27, 2023. The current update meets federal requirements for updating hazard mitigation plans on a five-year cycle. It represents the third iteration of the Marin County Hazard Mitigation Plan, which was initially developed as a plan in 2013. Eighty-three planning partners have participated in the 2023 update, as listed in Table 2.2 and Table 2.4.

The 2023 Marin County OA MJHMP identifies the process that Marin County will use to develop their roles and responsibilities in hazard mitigation planning. The 2023 Hazard Mitigation Plan is the principal guide for Marin County to identify hazards and mitigation projects that will enhance the resilience of Marin communities from natural disasters.

The planning team used the Federal Emergency Management Agency (FEMA) Local Mitigation Plan Review Guide to ensure the Marin County OA MJHMP includes all necessary components.

The process followed to develop the 2023 Marin County OA MJHMP had the following primary objectives:

- Secure grant funding and select a consultant.
- Establish a planning partnership.
- Define the planning area and jurisdiction.
- Establish a steering committee and planning team.
- Coordinate with stakeholders and agencies.
- Review existing programs.
- Engage the public.

These objectives are discussed in the following sections.

2.2 Grant Funding and Consultant Selection

This planning effort was supplemented by a FEMA Hazard Mitigation Assistance grant in fiscal year 2019. Marin County OEM was the sub-applicant agent for the grant. It covered 75 percent of the cost for development of this plan; the County and planning partners covered the balance through in-kind contributions.

In November 2022, Marin County contracted for consultant services to assist in the update to their 2018 Multi-Jurisdictional Hazard Mitigation Plan. After a comprehensive review process, Preparative Consulting was selected to partner with representatives from Marin County and its participating jurisdictions to complete a comprehensive update of the 2018 Marin County OA MJHMP

2.3 Establish a Planning Partnership

As the lead organization, Marin County Fire Department Office of Emergency Management (OEM) established a Steering Committee with representatives from the County, Cities, Towns, and special districts. These participants were engaged to lead the planning process based on the contribution and input from relevant stakeholders and the public. Representatives should have the authority and knowledge to identify and commit resources during the planning process and have subject matter knowledge on local communities, hazards, and risks.

The majority of Marin County is unincorporated sparsely populated rural and protected lands. Most of the 262,000 county population is consolidated into the Eastern portion of the county. The County of Marin has a unique populated distribution where the participating planning jurisdictions and district's planning areas are located in an area of the county with similar climate, similar topography, and are exposed to many of the same hazards. Only three jurisdictions, Larkspur, Ross, and San Anselmo, are not coastal jurisdictions and are not impacted by Tsunami or Sea Level Rise.

The Marin County OA MJHMP Steering Committee and broader Planning Team approached the development of the Marin County OA MJHMP and the associated jurisdictional and district profiles from a coordinated and collaborative planning and public engagement unity of effort.

The Steering Committee felt a unified effort, led by the Marin County OEM, would be the most effective approach for this planning process. This approach allowed the small jurisdictions and districts with limited staffing and resources to take advantage of the combined efforts of the County and other jurisdictions to reach a broader segment of each of their populations and do so in a way to ensure greater equity and inclusion of the public in this planning process. Extensive and coordinated public outreach was done involving all participating jurisdictions and districts with an eye towards equity, inclusion, openness, accessibility, and ensuring they meet the population where they live, work, or recreate to provide the public convenience of access and ease of participation in this planning process.

Participating jurisdictions worked through multiple sessions and independently on:

- Facilitation of the planning process, including multi-agency collaboration and partnering.
- Identification of the primary local stakeholders – formation of the Marin County OA hazard mitigation Planning Team and hazard mitigation Steering Committee.
- Review of the 2018 Marin County OA MJHMP.
- Establishment of updated planning goals and objectives.

- Establishment of jurisdiction-specific hazard mitigation work groups to facilitate internal planning activities.
- Organization of jurisdiction/agency-specific hazard mitigation Working Groups.
- Revision of jurisdictional demographic and organizational data, and reformatting of information presentation.
- Identification and refined assessment of real or potential hazards and threat conditions.
- Development of prioritized hazard mitigation strategies and projects, keyed to identified hazards.
- Compliance with the Disaster Mitigation Act requirements as established by federal regulations and following FEMA's planning guidance.
- Prioritization of equity and engagement of the whole community with a focus on engaging hard-to-reach populations and providing translation and interpretation services in our public outreach and input process.
- Production of the draft and final plan documents; and
- Coordination with the California Office of Emergency Services (Cal OES) and FEMA Region IX plan reviews.

2.4 Define the Planning Area and Participating Jurisdictions

The planning area and participating jurisdictions and organizations were defined to consist of unincorporated Marin County, the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael and Sausalito; the towns of Corte Madera, Fairfax, Ross, San Anselmo and Tiburon; the Bolinas Public Utility District, the Las Gallinas Valley Sanitary District, the Sanitary District #2, the Southern Marin Fire Protection District, and the North Marin Water District. All participating jurisdictions are within the geographical boundary of Marin County and have jurisdictional authority within this planning area. A map showing the geographic boundary of the defined planning area for this plan update is provided in Chapter 3, along with a description of planning area characteristics.

This unity of effort approach allowed the Steering Committee to establish a more robust Planning Team representing local, countywide, regional, state, and federal stakeholders servicing the Marin County planning area. These stakeholders were in a unique position to provide informed and specific information and recommendations on hazard mitigation goals and actions, as well as population needs and social vulnerability for each of the jurisdictional and district planning areas. This united effort allowed the planning team to attend fewer meetings than they would have been required to attend if they were required to attend separate meetings for each participating jurisdiction and district. The reduced number of meetings allowed the planning team the opportunity and time to provide more detailed and thoughtful contributions to the planning effort.

Each jurisdiction wishing to join the planning partnership/Steering Committee was asked to provide a "letter of intent to participate" that designated a point of contact for the jurisdiction and confirmed the jurisdiction's commitment to the process, understanding of expectations, and commitment to adopt the approved Hazard Mitigation plan by their governing body. These expectations are detailed in section 2.5 STEERING COMMITTEE.

The jurisdictions participating in the 2023 Marin County OA MJHMP were represented by:

Table 2.1: 2023 MJHMP Participating Jurisdictions			
	Jurisdiction	Representative	Title
1	Marin County	Hannah Tarling	Emergency Management Coordinator
2	Marin County	Chris Reilly	OEM Project Manager
3	City of Belvedere	Irene Borba	Director of Planning
4	City of Larkspur	Loren Umbertis	Public Works Director
5	City of Mill Valley	Patrick Kelly	Director of Planning and Building
6	City of Novato	Dave Jeffries	Consultant/JPSC
7	City of San Rafael	Quinn Gardner	Deputy Emergency Services Coord.
8	City of Sausalito	Kevin McGowan	Director of Public Works
9	Town of Corte Madera and Sanitary District #2	RJ Suokko	Director of Public Works
10	Town of Fairfax	Loren Umbertis	Public Works Director
11	Town of Ross	Richard Simonitch	Public Works Director
12	Town of San Anselmo	Sean Condry	Public Works & Building Director
13	Town of Tiburon	Sam Bonifacio	Assistant Planner
14	Bolinas Community Public Utility District	Jennifer Blackman	General Manager
15	Las Gallinas Valley Sanitary District	Dale McDonald	Administrative Services Manager
16	North Marin Water District	Eric Miller	Asst. General Manager
17	Southern Marin Fire District	Marshall Nau	Fire Marshall/South Marin Fire Dist.

Table 2.1: 2023 Marin OA MJHMP Participating Jurisdictions

2.5 Steering Committee

The Steering Committee led the planning process based on the contribution and input from the whole community stakeholders who identified the community's concerns, values, and priorities. Preparative Consulting coordinated and facilitated the 2023 Marin County OA MJHMP update with the assistance of the Marin County Office of Emergency Management and acted as the central point of contact for all partnering jurisdictions and organizations. Preparative Consulting developed the draft plan in conjunction with and at the direction of the hazard mitigation Steering Committee members and served as a liaison between Marin County and the State regarding plan revision.

Table 2.2: 2023 MJHMP Steering Committee Members			
No.	Agency	Point of Contact	Title
1	Belvedere	Laurie Nilsen	Emergency Services Coordinator
2	Belvedere	Rebecca Markwick	Planning Director
3	Belvedere	Samie Malakiman	Associate Planner
4	Bolinas Com. PUD	Jennifer Blackman	General Manager
5	Bolinas Fire Protection Dist	Stephen Marcotte	Assistant Fire Chief
6	Central Marin Fire District	Matt Cobb	Battalion Chief/Fire
7	Central Marin Fire District	Ezra Colman	Battalion Chief/Fire
8	Central Marin Fire District	Rubin Martin	Fire Chief
9	Corte Madera	RJ Suokko	Director of Public Works
10	Corte Madera	Chris Good	Senior Civil Engineer
11	Sanitary District No. 2	RJ Suokko	Director of Public Works
12	Fairfax	Loren Umbertis	Public Works Director

13	Fairfax	Mark Lockaby	Building Official
14	Larkspur	Dan Schwarz	City Manager
15	Larkspur	Julian Skinner	Public Works Director/ City Engineer
16	Larkspur	Robert Quinn	Public Works Superintendent
17	Las Gallinas Valley Sanitary District	Dale McDonald	Administrative Services Mgr.
18	Las Gallinas Valley Sanitary District	Greg Pease	Safety Manager
19	Marin County	Steven Torrence	Director of Emergency Management
20	Marin County	Chris Reilly	OEM Manager
21	Marin County	Woody Baker-Cohn	Senior Emergency Management Coordinator
22	Marin County	Leslie Lacko	Community Development Agency
23	Marin County	Hannah Lee	Senior Civil Engineer
24	Marin County	Felix Meneau	Project Mgr./ FCWCD
25	Marin County	Julia Elkin	Department of Public Works
26	Marin County	Beb Skye	Department of Public Works
27	Marin County	Scott Alber	Fire
28	Marin County	Lisa Santora	Deputy Public Health Officer, Marin Health & Human Services
29	Marin County	Kathleen Koblick	Marin Health & Human Services
30	Marin County	Amber Davis	Public Health Preparedness
31	Mill Valley	Patrick Kelly	Director of Planning & Building Department
32	Mill Valley	Ahmed A Aly	Engineering Project Manager
33	Mill Valley	Jared Barrilleaux	Deputy Director of Engineering
34	Mill Valley	Daisy Allen	Senior Planner
35	Southern Marin Fire District	Tom Welch	Deputy Chief/South Marin Fire Dist.
36	Southern Marin Fire District	Marshall Nau	Fire Marshall/South Marin Fire Dist.
37	North Marin Water District	Eric Miller	Asst. General Manager
38	North Marin Water District	Tim Fuette	Senior Engineer
39	Novato	David Dammuller	Engineering Services Mgr.
40	Novato	Dave Jeffries	Consultant/JPSC
41	Ross	Richard Simonitch	Public Works Director
42	San Anselmo	Sean Condry	Public Works & Building Director
43	San Anselmo	Erica Freeman	Building Official
44	San Anselmo	Scott Schneider	Asst. PW Director
45	San Rafael	Quinn Gardner	Deputy Emergency Services Coord.
46	San Rafael	Cory Bytof	Sustainability
47	San Rafael	Joanna Kwok	Senior Civil Engineer
48	San Rafael	Kate Hagemann	Climate Adaptation & Resilience Planner
49	Sausalito	Andrew Davidson	Senior Engineer/ DPW
50	Sausalito	Kevin McGowan	Director of Public Works
51	Sausalito	Brandon Phipps	Planning Director
52	Sausalito	Ali Iqbal	Assistant Civil Engineer/ Public Works
53	Tiburon	Sam Bonifacio	Assistant Planner
54	Tiburon	Dina Tasini	Director of Community Development
55	Tiburon	Laurie Nilsen	Emergency Services Coordinator

Table 2.2: Marin County OA MJHMP Steering Committee Members

Table 2.3: Preparative Consulting Planning Team Members			
No.	**Agency**	**Point of Contact**	**Title**
1	Preparative Consulting	Paul Bockrath	Project Lead/Planner
2	Preparative Consulting	Candise Bockrath	Project Manager
3	Preparative Consulting	David M. Block	Lead Planner

Table 2.3: Marin County OA MJHMP Preparative Consulting Planning Team Members

The Steering Committee met and reviewed the mitigation recommendations and strategies identified within this plan. Each participating local jurisdiction established a mechanism for the development and implementation of jurisdictional mitigation projects, as identified within this plan and associated locally specific supporting documents. As deemed necessary and appropriate, participating jurisdictions will organize local mitigation groups to facilitate and administer internal activities.

44 CFR Requirement §201.6(a)(3): Multi-jurisdictional plans may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan.

The Disaster Mitigation Act (DMA) planning regulations and guidance stress that each local government seeking FEMA approval of their mitigation plan must participate in the planning process. The Steering Committee assisted with the planning process in the following ways:

- Attending and participating in the Steering Committee meetings.
- Identification of potential mitigation actions.
- Updating the status of mitigation actions from the 2018 Marin County OA MJHMP.
- Collecting and providing other requested data (as available).
- Making decisions on plan process and content.
- Reviewing and providing comments on plan drafts; including annexes.
- Informing the public, local officials, and other interested stakeholders about the planning process and providing opportunity for them to be involved and provide comment.
- Coordinating, and participating in the public input process.
- Coordinating the formal adoption of the plan by the governing boards.

2.5.1 Steering Committee Planning Process

The Steering Committee met monthly to develop the plan. Email notifications were sent out to each Steering Committee member to solicit their participation in the Steering Committee meetings. The meetings were conducted using a Zoom platform videoconferencing. Meeting attendees signed in using the chat feature to record their attendance.

The Steering Committee agreed to make and pass plan-based general policy recommendations by a vote of a simple majority of those members present. The Steering Committee will also seek input on future hazard mitigation programs and strategies from the mitigation planning team by focusing on the following:

- Identify new hazard mitigation strategies to be pursued on a state and regional basis, and review the progress and implementation of those programs already identified.

- Review the progress of the Hazard Mitigation program and bring forth community input on new strategies.
- Coordinate with and support the efforts of the Marin County OEM to promote and identify resources and grant money for implementation of recommended hazard mitigation Strategies within local jurisdictions and participating public agencies.

During the planning process, the Steering Committee communicated through videoconferencing, face-to-face meetings, email, telephone conversations, and through the County website. The County website included information for all stakeholders on the MJHMP update process. Hannah Tarling of the Marin County Office of Emergency Management and Preparative Consulting established a Microsoft 365 SharePoint folder which allowed the Steering Committee members and Marin OEM and Preparative Consulting to share planning documents and provide a format for the planning partners to submit completed documents and access other planning related documents and forms. Draft documents were also posted on this platform and the Marin County OES website so that the Steering Committee members and the public could easily access and review them.

2.5.2 Steering Committee Tasks

The Steering Committee engaged in research to identify, document, and profile all the hazards that have, and could have, an impact on the planning area. The Steering Committee also conducted a capability assessment to review and document the planning area's current capabilities to mitigate the risk and vulnerability of each participating jurisdiction to each identified hazard. By collecting information about existing government programs, policies, regulations, ordinances, and emergency plans, the Steering Committee could assess those activities and measures already in place that contribute to mitigating some of the risks and vulnerabilities identified.

Specific tasks were identified for the Steering Committee in order to ensure that project goals for the MJHMP revision were undertaken and completed. The following represents those primary Steering Committee tasks:

- Coordinate tasks and activities with the Marin County OEM to develop all-hazards disaster mitigation plan and oversee the planning process.
- Prioritize hazards vs. resources.
- Select highest and best mitigation recommendations and develop those recommendations for further action by Marin County and the Cities/Towns and special districts.
- Review planning drafts, recommendations and updates.
- Develop and implement long and short term goals.
- Integrate the plan with all phases of comprehensive emergency management planning.
- Provide for the implementation of committee decisions.
- Encourage, coordinate and provide a methodology for the implementation of public input.
- Provide for the implementation of Steering Committee decisions.

2.5.3 Steering Committee Future Tasks

Specific future tasks were identified for the Steering Committee in order to ensure that project goals for the MJHMP revision were continued. The following represents those primary Steering Committee future tasks:

- Define the mitigation constraints that the Marin County OA is required to follow in implementing recommendations from the Steering Committee.
  - Protection of sensitive information
  - Apply budget constraints to recommended hazard mitigation strategies
  - Apply state policy and legal constraints to mitigation strategies brought forward by the Steering Committee.
- Meet on an annual basis to review the work of and contribute to the Steering Committee activities.
- Bring forth the concerns and views of the community to the Steering Committee for consideration in the ongoing hazard mitigation planning process.
- Consider utilizing the California Department of Public Health Community Assessment for Public Health Emergency Response (CASPER) to provide public health leaders and emergency managers with a rapid community assessment to determine household-based information about a community following a disaster.
- Assist in informing the public and community of the hazard mitigation strategies recommended by the Steering Committee.
- Define the constraints for implementation of prioritized mitigation strategies within the authorities, laws, and regulations of the local entities existing within the Marin County OA.
- Carry out the goals and objectives of the Marin County OA MJHMP.
- Support and review the input from meetings of the adjunct members with individuals, agencies and jurisdictions.
- Assure that the public is kept informed of changing strategies and implementation actions periodically.

44 CFR Requirement 201.6(b): An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include: (2) An opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as businesses, academia and other private and non-profit interests to be involved in the planning process. (3) Review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

2.6 Coordination with Stakeholders and Agencies

Opportunities for involvement in the planning process must be provided to neighboring communities, local and regional agencies involved in hazard mitigation, agencies with authority to regulate development, businesses, academia, and other private and nonprofit interests (44 CFR, Section 201.6(b)(2)).

Early in the planning process, the Steering Committee determined that data collection, risk assessment analyses, mitigation strategy development, and plan approval would be greatly

enhanced by inviting other local, state and federal agencies and organizations to participate in the process. Based on their involvement in hazard mitigation planning, their landowner status in the County, and/or their interest as a neighboring jurisdiction, representatives from the following groups were invited to participate on the Planning Team:

Table 2.4: Marin County OA MJHMP Planning Team Members

No.	Agency	Point of Contact	Title
	Special Districts & Partner Agencies		
1	Bolinas Fire Protection District	Stephen Marcotte	Assistant Fire Chief
2	County of Sonoma	Jeffrey DuVall	Deputy Director, County of Sonoma OEM
3	County of Marin Disability Access Program	Laney Davidson	Disability Access Manager/ ADA Coordinator
4	County of Marin Disability Access Program	Peter Mendoza	Disability Access Manager/ ADA Coordinator
5	Emergency Medical Services	Chris Le Baudour	EMS Authority
6	Fire Departments	Jason Weber	Fire Chief
7	Golden Gate Bridge, Highway & Transportation District	Daniel Rodriguez	Security, Emergency Management Specialist
8	Golden Gate Bridge, Highway & Transportation District	Dennis Mulligan	General Manager & CEO,
9	Marin City Climate Resilience and Health Justice	Terrie Green	Executive Director
10	Marin Center for Independent Living	Peter Mendoza	Director of Advocacy and Special Projects
11	Marin City Community Services District	Juanita Edwards	Interim General Manager
12	Marin County Community Development Agency	Leslie Lacko	Community Development Agency
13	Marin County Flood Control & Water Conservation District	Garry Lion	Advisory Board Member
14	Marin County Office of Education	Michael Grant	Director, Marin County Office of Education
15	Marin County Parks	Max Korten	General Manager and Director
16	PG&E	Mark Van Gorder	Government Affairs, North Bay
17	PG&E	Ron Karlen	PG&E Public Safety Specialist
18	Sonoma Marin Area Rail Transit (SMART)	Jennifer McGill	Chief of Police
19	Transportation Authority of Marin (TAM)	Anne Richmond	Executive Director
20	Willow Creek School	Itoco Garcia	Superintendent
	State Agencies		
21	Cal OES - ESC	Sarah Finnigan	Cal OES, Sr. Emergency Services Coordinator
22	Cal OES, Division of Safety of Dams	Danielle Jessup	Coordinator/ Dam Safety Planning Division
23	California Department of Public Health	Svetlana Smorodinsky	Disaster Epidemiologist/ Environmental &

Table 2.4: Marin County OA MJHMP Planning Team Members			
No.	**Agency**	**Point of Contact**	**Title**
			Occupational Emergency Preparedness Team
24	California Department of Public Health	Patrice Chamberlain	Health Program Specialist II / Environmental & Occupational Emergency Preparedness Team
25	California Department of Water Resources	Julia Ekstrom, PhD	Supervisor, Urban Unit Water Use Efficiency Branch
26	Caltrans	Trang Hoang	Senior Transportation Engr/ Office of Advance Planning
27	Caltrans	Markus Lansdowne	Caltrans D4 Emergency Coordinator
	Federal Agencies		
27	Army Corps of Engineers	Jessica Ludy	Flood Risk Management, Equity, and Environmental Justice
28	National Park Service	Stephen Kasierski	OneTam
29	US Coast Guard	LT Tony Solares	Sector SF Waterways Safety Branch
30	US Coast Guard	MST1 Brandon M. Ward	Emergency Management Specialist
31	US Coast Guard	LT William K. Harris	USCG SEC San Francisco

Table 2.4: Marin County OA MJHMP Planning Team Members

Coordination with key agencies, organizations, and advisory groups throughout the planning process allowed the Planning Team to review common problems, develop policies and mitigation strategies, as well as identifying any conflicts or inconsistencies with regional mitigation policies, plans, programs and regulations. For example, in conjunction with the kick off meetings, several key stakeholder/agency conversations were held at the beginning of the project to solicit input and to identify and obtain data at the beginning of the project. This included initial discussions with: Cal OES, DWR, Marin County Flood Control & Water Conservation District and Marin County Fire Agencies. Coordination with these key agencies continued throughout the project. Representatives from Cal OES attended most of the Planning Team meetings where they helped present, answered questions and provided input and support on the MJHMP process and plan requirements and provided details as requested on other related programs, such as FEMA grant programs. Through their attendance at Planning Team meetings, these key stakeholders and agencies provided ongoing information and data as requested to support the overall plan development process.

These key agencies, organizations, and advisory groups received meeting announcements, agendas, and minutes by e-mail throughout the plan update process. They supported the effort by attending meetings or providing feedback on issues. All the agencies were provided with an opportunity to comment on this plan update and were provided with a copy of the plan to review and offer edits and revisions. They were also provided access to the Marin County OEM hazard mitigation plan website to review all planning documents and hazard mapping tools.

Each was sent an e-mail message informing them that draft portions of the plan were available for review. In addition, the complete draft plan was sent to the California Governor's Office of

Emergency Services (Cal OES) and FEMA Region IX for a pre-adoption review to ensure program compliance.

In addition, through the public meetings conducted at the beginning of the planning process, members of the planning team, the public, and other key stakeholders were invited to participate in the planning process through public outreach activities.

The Steering Committee used technical data, reports, and studies from the following agencies and groups:

- California Governor's Office of Emergency Services
- California Department of Forestry and Fire Protection
- California Department of Finance
- California Department of Fish and Game
- California Department of Forestry and Fire Protection
- California Department of Water
- California Geological Survey
- California Register of Historic Places
- Federal Emergency Management Agency
- National Oceanic and Atmospheric Association
- National Performance of Dams Program
- National Register of Historic Places
- National Resource Conservation Service
- National Weather Service
- United States Army Corps of Engineers
- United States Bureau of Land Management
- United States Department of Agriculture
- United States Drought Impact Reporter
- United States Farm Service Agency
- United States Forestry Service
- United States Geological Survey
- Western Regional Climate Center

Several opportunities were provided for the groups listed above to participate in the planning process. At the beginning of the planning process, invitations were extended to these groups to actively participate on the Planning Team. Participants from these groups assisted in the process by providing data directly as requested in worksheets or through data contained on their websites or as maintained by their offices. Further as part of the public outreach process, all groups were invited to attend the public meetings and to review and comment on the plan prior to submittal to Cal OES and FEMA.

The following planning meetings were held with the planning team:

Table 2.5: Marin County OA MJHMP Planning Meetings				
No.	**Date**	**Attendees**	**Meeting**	**Planning Meeting Objectives**
1	10/26/22	Steering Committee	Project Overview Meeting	• Plan Overview – Steps and Timeline • Planning Process • Steering Committee Role
2	11/9/22	Steering Committee	Steering Committee Kickoff Meeting	• Hazard Mitigation and Emergency Management Overview • Plan Overview – Steps and Timeline • Community Overview • Planning Process • Hazard Identification and Risk Assessment • Stakeholders and Planning Team Identification
3	12/6/22	Steering Committee, Planning Team	Planning Team Kickoff Meeting	• Hazard Mitigation and Emergency Management Overview • Plan Overview – Steps and Timeline • Community Overview • Planning Process • Hazard Identification and Risk Assessment
4	02/07/23	Steering Committee	Steering Committee Hazard Profile Meeting	• Jurisdictional Letter of Commitment • Identify Planning Team Members • Hazard Risk Ranking Worksheets • Jurisdictional Profiles • Jurisdictional/ District Capability Assessment • 2018 Hazard Mitigation Project Status Update
5	03/07/23	Steering Committee/ Planning Team	Planning Team Public Outreach Strategy Meeting	• Planning Goals and Objectives • Hazard Risk Ranking Worksheets • Jurisdictional Profiles • Jurisdictional/ District Capability Assessment • 2018 Hazard Mitigation Project Status Update • Public Outreach Strategy

Table 2.5: Marin County OA MJHMP Planning Meetings				
No.	**Date**	**Attendees**	**Meeting**	**Planning Meeting Objectives**
6	04/04/23	Steering Committee	Steering Committee Meeting	• HMGP (DR-4683) Funding Timeline • Public Outreach • Planning Goals and Objectives • Jurisdictional Hazard Vulnerability Maps • Jurisdictional Profiles • Jurisdictional/ District Capability Assessment • 2018 Hazard Mitigation Project Status Update
7	04/13/23	General Public, Steering Committee, Planning Team	Public Outreach Town Hall Meeting #1 (In-person and virtual on Zoom) Thursday, 6:00 pm to 7:30 pm Marin County BOS Chambers	• Meeting translated live in Spanish with 29 language subtitle capability for virtual participants. • Meeting also interpreted in American Sign Language • Meeting recorded and posted on Hazard Mitigation website. • Hazard Mitigation and Emergency Management Overview • Planning Process • Hazard Identification and Risk Assessment • Planning Goals and Objectives • Hazard Mitigation Projects • Community Input
8	04/29/23	General Public, Steering Committee, Planning Team	Public Outreach Town Hall Meeting #2 (In-person and virtual on Zoom) Saturday, 10:00 am to 11:30 am Marin County Health and Wellness Center	• Meeting translated live in Spanish with 29 language subtitle capability for virtual participants. • Meeting also interpreted in American Sign Language • Meeting recorded and posted on Hazard Mitigation website. • Hazard Mitigation and Emergency Management Overview • Planning Process • Hazard Identification and Risk Assessment • Planning Goals and Objectives • Hazard Mitigation Projects • Community Input

Table 2.5: Marin County OA MJHMP Planning Meetings				
No.	**Date**	**Attendees**	**Meeting**	**Planning Meeting Objectives**
9	05/31/23	Steering Committee	Steering Committee Hazard Ranking Meeting	• HMGP (DR-4683) Funding Timeline • Public Outreach Status • Jurisdictional Hazard Vulnerability Maps • OEM Overview of Hazard Maps and Marin Maps • Marin Co. MJHMP Risk Assessment Tool Overview • 2018 Hazard Mitigation Project Status Update • Hazard Working Groups
10	06/27/23	Steering Committee, Planning Team	Marin County Planning Team Meeting	• HMGP (DR-4683) & BRIC Grant Funding Timeline • Public Outreach Status • Jurisdictional Hazard Risk Assessment Tool • OEM Overview of Hazard Maps and Marin Maps • Marin County Hazards over the Last 5-Years • 2018 Hazard Mitigation Project Status Update • 2023 Hazard Mitigation Projects/Capital Improvement Projects • Hazard Working Groups
11	07/01/23-09/01/23	Steering Committee Members	Steering Committee Members Plan Development Sessions	• Individual phone or conference calls with planning jurisdictions and districts to answer specific questions and assist them in developing their profile annex.
12	11/27/23	Steering Committee, Planning Team	Marin County Final Planning Team Meeting	• Presentation and review of the Draft Marin County OA MJHMP and Jurisdictional/District Annexes
13	11/28/23	General Public	Public Outreach Presentation on Marin County Office of Emergency Management Website	• Presentation and review of the Draft Marin County OA MJHMP and Jurisdictional/District Annexes. • Opportunity for public comment and questions and answers.

Table 2.5: Marin County OA MJHMP Planning Meetings

2.7 Review and Incorporation of Existing Plans

Planning efforts are supportive of each other. Information from the Marin OA MJHMP is incorporated into and used to support the City, County, and Town General Plans, Emergency Operations Plans, and continuity plans. Many of these planning efforts incorporate all Marin County jurisdictions and Special Districts. The development of this plan incorporated information from the following existing plans, studies, reports, and initiatives as well as other relevant data from neighboring communities and other jurisdictions:

All Jurisdictions (Marin County OA)

- Association of Bay Area Governments (ABAG) 2010 multi- jurisdictional Local Hazard Mitigation Plan for the San Francisco Bay Area, 2010 Update of 2005 Plan
- Marin Map- online mapping tool includes hazard data, assets, zoning, current FEMA flood maps www.marinmap.org
- FEMA data via Flood Insurance Studies, BureauNet
- Marin County - Community Wildfire Protection Plan(CWPP) www.firesafemarin.org/cwpp
- Marin Community Wildfire Protection Plan, 2020.
- Marin Shoreline Sea Level Rise Vulnerability Assessment
- DSOD dam safety information
- ABAG earthquake: https://abag.ca.gov/our-work/resilience/data-research/earthquake
- 2018 State of California Hazard Mitigation Plan
- Marin Stormwater Resource Plan 2017
- The Scoop on Marin County Sewer Systems: Part I 2013/2014 Marin County Civil Grand Jury
- U.S. Census Bureau 2010 Census
- The studies detail flood depths and base flood elevations. Used in development of risk assessments and mitigation actions
- Marin Municipal Water District Urban Water Management Plan 2015 (approved June 7, 2016)
- Countywide Watershed Stewardship Plan
- Plan Bay Area 2040
- Sonoma County Water Agency Local Hazard Mitigation Plan
- CAL FIRE & Marin County Fire Department Strategic Fire Plans
- International Urban-Wildland Interface Code 2003
- Community Exposure to Tsunami Hazards in California report & National Geodetic Data Center database of tsunami occurrences
- Cliff and Erosion Technical Background Report, 2003 prepared for Marin County Local Coastal Program update
- Landslide Inventory, California Department of Conservation
- California Building, Plumbing and Mechanical Codes

Unincorporated Marin County

Marin County's 2023 MJHMP will be referenced in the 2023 County of Marin General Plan: Safety Element and Housing Element 2023 Update.

- 2007 Marin Countywide Plan
- Local Coastal Program

City of Belvedere

Belvedere's 2023 General Plan Environmental Hazards Element has thorough treatment of environmental hazards and references the City's participation in the 2018 Marin County MJHMP and development of the 2023 update. The City's 2011 Local Hazard Mitigation Plan (LHMP) was contained its Flood Mitigation Plan.

- 2023 General Plan
- Flood Mitigation Plan
- Capital Improvement Plan
- Emergency Operations Plan (EOP)
- Traffic Safety Study

Town of Corte Madera

Corte Madera's General Plan was updated in 2023. The General Plan calls for implementation of a Hazard Plan. The Town's Capital Improvement Plan and building and municipal codes have been updated since 2011 and incorporate portions of the Marin County OA MJHMP Corte Madera Community Profile.

- Capital Improvement Plan (CIP)
- General Plan Safety Element
- Housing Element

City of Larkspur

Larkspur is in process of updating its General Plan, which was last updated in 2023. The updated plan will comply with the Disaster Management Act 2000 by including a Safety Element that references this Hazard Mitigation Plan. The following documents are examples of the City's continuing progress implementing mitigation measures.

- General Plan Safety Element
- Comprehensive Emergency Management Plan

City of Mill Valley

Mill Valley's participation in the 2018 Marin County MJHMP was approved in 2019 and it has been incorporated it into other mechanisms such as the City's General Plan (MV2040, adopted 2014) which calls for maintenance, updates, and implementation of the All Hazard Mitigation Plan.

- 2023 General Plan Update '2040 General Plan' including Climate Action Plan & Housing Element
- General Fund and Capital Improvement Plan
- Sewerage Agency of Southern Marin (SASM) Master Plan
- City of Mill Valley Emergency Operations Plan
- City of Mill Valley Bicycle and Pedestrian Master Plan Update 2017

City of Novato

Novato participated in the 2018 Marin County MJHMP and is currently updating its General Plan. The current draft Safety and Health strategy #7a is to "Periodically update the City's Emergency Operations Plan and Local Hazard Mitigation Plan to coordinate with emergency plans of other governmental agencies and respond to changing conditions". The new general plan also refers to the previous hazard mitigation plan for additional information on certain hazards such as wildfire.

- 2035 General Plan
- Existing Conditions Report, April 2014

- 2008 City Flood Mitigation Plan
- Emergency Preparedness Plan
- Emergency Operations Plan
- Stafford Dam Emergency Action Planning and Risk Awareness in 2015
- Identified Site Emergency Planning Application, (ISEPA)
- Novato Elected/Appointed Official Guide to Disaster Operations 2017
- City of Novato Local Drainage Master Plan
- City of Novato Repetitive Loss Plan

City of San Rafael

The City's "General Plan 2040" updated in 2021 calls for preparation and adoption of an LHMP. Since then, the City has prepared and adopted an LHMP.

City of San Rafael 2040 General Plan

- City of San Rafael 2040 General Plan Background Report
- City of San Rafael Climate Change Action Plan
- City of San Rafael Community Emergency Preparedness Plan
- City of San Rafael Greenhouse Gas Reduction Strategy Report
- Climate Adaptation – Sea Level Rise, San Rafael CA. White Paper
- Marin Bay Shoreline Sea Level Rise Vulnerability Assessment

City of Sausalito

Sausalito participated in the 2018 Marin County MJHMP that it incorporated into other mechanisms.

- 2021 General Plan
- 2021 General Plan, including Climate Action Plan & Hazards & Public Safety Element

Town of Fairfax

The Town's 2012 General Plan and 2011 ABAG Hazard Mitigation Plan Annex were developed concurrently, so the General Plan Advisory Committee (GPAC) reviewed, refined, and incorporated selected mitigation strategies into the final draft 2021 General Plan Safety Element. The Safety Element states that it "is intended to complement and support not only the other General Plan Elements, but also other Town plans and documents, such as the Emergency Operations Plan (EOP), the Local Hazard Mitigation Plan (LHMP), and the Flood Mitigation Plan (FMP).

- 2021 General Plan Safety Element
- Capital Improvement Plan (CIP)
- Emergency Response Plan
- Community Preparedness Plan

Town of Ross

Ross's General Plan was completed and adopted in 2007, before its participation in the 2018 Marin County MJHMP. The 2018 Marin County MJHMP has been incorporated into other planning mechanisms.

- Town of Ross General Plan 2007 – 2025
- 2023 General Plan – Housing Element
- 2018 Marin County MJHMP
- Ross Valley Sanitary District Strategic Plan
- Ross Valley Sewer System Replacement Master Plan 2007

- Ross Valley Sanitary District response to Grand Jury Report Dated June 16, 2011: "Ross Valley Sanitary District: Not Again!"

Town of San Anselmo

San Anselmo's participated in the 2018 Marin County MJHMP, and has incorporated it into other planning mechanisms such as the General Plan, which was adopted in 2019. 2011 Climate Action Plan

- 2011 Capital Improvement Plan Study for Flood Damage Reduction and Creek Management in Flood Zone 9/Ross Valley
- Town of San Anselmo 2019 General Plan
- 2023 General Plan – Housing Element
- 2008 Flood Mitigation Plan
- Town of San Anselmo Municipal Code
- 7-year Capital Improvement Plan 2015
- Corte Madera Creek 2010 Flood Control Study Baseline Report Available through US Army Corps of Engineers and Ross Valley Flood Control Program website

Town of Tiburon

Tiburon's "General Plan 2040" from 2023 calls for the adoption of an LHMP to comply with DMA 2000. Since then the Town has adopted the ABAG LMHP Annex in 2012.

- 2023 General Plan Update '2040 General Plan' including Climate Action Plan & Hazards & Public Safety Element
- Capital Improvement Plan
- Emergency Operations Plan
- General Plan Safety Element

North Marin Water District

- 2017 Stafford Dam Emergency Action Plan
- 2015 Master Plan Update for the Oceana Marin Wastewater System, NMWD Job File 8 4046.00
- 2018 Novato Water System Master Plan Update, NMWD Job File 1 7039.02

Coordination with other community planning efforts is also paramount to the success of this plan. Hazard mitigation planning involves identifying existing policies, tools, and actions that will reduce a community's risk and vulnerability to hazards. Marin County uses a variety of comprehensive planning mechanisms, such as general plans and ordinances, to guide growth and development. Integrating existing planning efforts and mitigation policies and action strategies into this plan establishes a credible and comprehensive plan that ties into and supports other community programs. The development of this plan incorporated information from the following existing plans, studies, reports, and initiatives as well as other relevant data from neighboring communities and other jurisdictions:

- California Drought Contingency Plan.
- California Volcanoes and Volcanics. U.S. Geological Survey, Cascades Volcano Observatory.
- Central Valley Flood Control Project.
- Cities/Counties Ranked by Size, Numeric, and Percent Change. State of California Department of Finance. 2014.

- Community Rating System. Federal Emergency Management Agency National Flood Insurance Program.
- Contingency Plan for Excessive Heat Emergencies – A Supporting Document to the State Emergency Plan, April 2010.
- Developing the Mitigation Plan: Identifying Mitigation Actions and Implementation Strategies. Federal Emergency Management Agency. FEMA 386-3. 2003.
- Ebbets Pass Special Plan. 1988.
- Enhanced Fujita Scale. National Oceanic and Atmospheric Administration Storm Prediction Center. 2007.
- Future Eruptions in California's Long Valley Area—What's Likely? U.S. Geological Survey. Fact Sheet 073-97. 1997.
- Getting Started: Building Support for Mitigation Planning. Federal Emergency Management Agency. FEMA 386-1. 2002.
- Hazard Mitigation Planning and Hazard Mitigation Grant Program. Federal Register. Interim Final Rule. February 26, 2002.
- HAZUS-MH 2.1. Federal Emergency Management Agency. 2012.
- Integrating Manmade Hazards into Mitigation Planning. Federal Emergency Management Agency. FEMA 386-7. 2003.
- Introduction to Hazard Mitigation. Federal Emergency Management Agency. FEMA IS-393.A. 2006.
- Multi-Hazard Identification and Risk Assessment. Federal Emergency Management Agency. 1997.
- Natural Hazard Mitigation Saves: An Independent Study to Assess the Future Savings from Mitigation Activities. National Institute of Building Science Multi-Hazard Mitigation Council. 2005.
- Probabilistic Seismic Hazard Assessment for the State of California. California Geological Survey. Open-File Report 96-08. 1996.
- Robert T. Stafford Disaster Relief and Emergency Act. Public Law 93-288, as amended, 42 U.S.C. 5121-5207. June 2007.
- Saddle Creek Special Plan. 2008.
- Spatial Hazard Events and Losses Database for the United States. University of South Carolina Hazards Research Lab.
- State of California Multi-Hazard Mitigation Plan. California Emergency Management Agency. 2013.
- Understanding Your Risks: Identifying Hazards and Estimating Losses. Federal Emergency Management Agency. FEMA 386-2. 2001.

Data from these plans and ordinances were incorporated into the risk assessment and hazard vulnerability sections of the plan. Where the data from the existing studies and reports is used in this plan update, the source document is referenced throughout this plan update. The data was also used in determining the capability of the community in being able to implement certain mitigation strategies.

A key example of coordinating with other planning efforts is the coordination of this MJHMP with local-CWPPs. This is critical for two important reasons. First, wildfires do not stop at corporate or jurisdictional boundaries and evaluating fire risk issues on a regional basis provides a comprehensive approach to understanding and addressing identified wildfire risk and vulnerability. Second, a successful mitigation strategy requires that these planning efforts be coordinated.

Many other local, state, and federal documents were reviewed and considered, as appropriate, during the collection of data which include the hazard identification, vulnerability assessment, and capability assessment.

44 CFR Requirement 201.6(b): An open public involvement process is essential to the development of an effective plan. In order to develop a more comprehensive approach to reducing the effects of natural disasters, the planning process shall include: (1) An opportunity for the public to comment on the plan during the drafting stage and prior to plan approval.

2.8 Public Engagement

The Public Outreach efforts mirrored the Planning Team approach with a unified effort, led by the County OEM, involving all participating jurisdictions and districts. Extensive and coordinated public outreach was done involving all participating jurisdictions and districts with an eye towards equity, inclusion, openness, accessibility, and ensuring we meet the population where they live, work, or recreate to provide convenience of access and ease of participation in this planning process.

Early discussions with the Marin County OEM established the initial plan for public engagement to ensure a meaningful and inclusive public process with a focus on equity and accessible to the whole community. Public outreach for this plan update began at the beginning of the plan development process with an informational press release to inform the community of the purpose of the hazard mitigation planning process for the Marin County planning area and to invite the public to participate in the process.

Public involvement activities for this plan update included press releases; website postings; a community survey; stakeholder and public meetings; tabling at local events: and the collection of public and stakeholder comments on the draft plan which was posted on the County website. Information provided to the public included an overview of the mitigation status and successes resulting from implementation of the 2018 plan as well as information on the processes, new risk assessment data, and proposed mitigation strategies for the plan update.

The County of Marin has several outreach programs, specifically designed to reach and include traditionally underserved and underrepresented communities, including, Health and Human Services' Community Response Teams, Office of Equity's Participatory Budgeting program, and a community-created Race and Equity Plan. To receive feedback on the Marin County OA MJHMP, bilingual outreach was conducted through the Community Response Teams, which are led by local non-profits, representing four zones of Marin County. Local non-profits are selected for grant funding to be the Community Response Team lead. Additionally, County representatives went on the West Marin radio station, KWMR, to reach rural populations.

Equity and Whole Community Approach

The Marin County OEM and the Steering Committee prioritized equity and engagement of the whole community in the development of the Marin County Multijurisdictional Hazard Mitigation Plan. As a means to reach as many members of the community as possible, Marin County OEM required that services be universally designed and delivered from the beginning to allow for the greatest level of engagement and feedback possible. Elements of the equity approach included:

- Providing multiple means for public engagement via hybrid meetings (in-person meetings with a virtual attendance and comment option).
- All presentations were accompanied by American Sign Language (ASL), Closed-Captioning, and Spanish Interpretation
- Presentations were reviewed by accessibility professionals prior to broadcasting to ensure the documents were able to be read by screen-readers.
- All presentations were available on-line and recorded for persons who may not have been able to attend the live presentations.

Engaging hard-to-reach populations

This effort was to ensure the greatest equity and access to the public to enable participation in the process. The Marin County OEM outreach strategy is to "meet people where they are." The Town hall meetings were conducted at different familiar locations within the county where people could easily access them and were conducted on both a weekday and weekend, and in the evening and during the daytime. The meetings were offered in-person with a virtual broadcast using Zoom videoconferencing and streamed live on the Marin County OEM Facebook account. After the meetings, Marin County OEM uploaded the recorded meetings to their website to allow the public on demand access to the meetings.

Translation and Interpretation Services

The survey and outreach materials were provided in both English and Spanish to improve accessibility among populations with limited English proficiency. The website uses Google Translate for accessibility in multiple languages. Interpretation services were offered for both town hall meetings. Each town hall meeting included, live Spanish translation and subtitles, live American Sign Language/ Certified Deaf Interpreter (ASL/CDI) interpretation, the ability for the Zoom videoconferencing attendee to activate subtitles in 28 different languages, and vision accessible PowerPoint slides.

Three stakeholder and public meetings were held, two at the beginning of the plan development process and one prior to finalizing the updated plan. Where appropriate, stakeholder and public comments and recommendations were incorporated into the final plan, including the sections that address mitigation goals and strategies. Specifically, public comments were obtained during the plan development process and prior to plan finalization.

All press releases and website postings are on file with the Marin County OEM. Public meetings were advertised in a variety of ways to maximize outreach efforts to both targeted groups and to the public at large. Advertisement mechanisms for these meetings and for involvement in the overall MJHMP development process include:

- Development and publishing of an MJHMP public outreach article
- Providing press releases to local newspapers and radio stations
- Posting meeting announcements on the local County MJHMP website
- Email to established email lists
- Personal phone calls

The public outreach activities were conducted with participation from and on behalf of all jurisdictions participating in this plan.

The Steering Committee has made the commitment to periodically bring this plan before the public through public meetings and community posting so that community members may make input as strategies and implementation actions change. Public meetings will continue to be held twice a year. Public meetings will continue to be stand-alone meetings but may also follow a council meeting or other official government meeting. The public will continue to be invited to public meetings via social media messaging, newspaper invitations, and through the website for each jurisdiction participating in the plan. Each jurisdiction is responsible for assuring that their community members are informed when deemed appropriate by the Steering Committee.

2.8.1 Website

At the beginning of the plan update process, Marin County OEM established a hazard mitigation website (https://emergency.marincounty.org/pages/lhmp) to keep the public posted on plan development milestones and to solicit relevant input. The website also provided information on signing up for Alert Marin, provided detailed information about the hazard mitigation process and plan development, provided a URL and QR code link to the survey in both English and Spanish, and provided information about upcoming town hall meetings. (See Figure 2.1)

The site's address was publicized in all press releases, surveys and public town hall meetings. Each planning partner also established a link on their own agency website. Information on the plan development process, the Steering Committee, a link to the Hazard Mitigation survey, and drafts of the plan were made available to the public on the site. Marin County intends to keep a website active after the plan's completion to keep the public informed about successful mitigation projects and future plan updates.



Figure 2.1: Marin County OEM MJHMP Website
Source: Marin County OEM

2.8.2 Public Meetings

Two separate Marin County OA MJHMP Public Town Hall Meeting were conducted at different locations within the County, on different days of the week and during different times of the day. This effort was to ensure the greatest equity and access by the public to enable

participation in the process. The Marin County OEM outreach strategy is to “meet people where they are”. Each Town Hall Meeting included, live Spanish translation and subtitles, Live American Sign Language (ASL/CDI) interpretation, the ability for the Zoom videoconferencing attendee to activate subtitles in 28 different languages, and vision accessible PowerPoint slide.

The first Town Hall Meeting was conducted on Thursday, April 13, 2023, from 6:00 pm to 7:30 pm, at the Marin County Board of Supervisors Chambers, Marin County Civic Center, 3501 Civic Center Drive, Room #330 San Rafael, CA 94903. The in-person meeting was also broadcast virtually using Zoom videoconferencing and streamed live on Marin County OEM Facebook account. Each of the jurisdictions participating in the MJHMP released a Press Release on their respective websites announcing the Public Town Hall Meeting and providing the date, time, and URL link to the Zoom Meeting for the public to log in and attend the Zoom Meeting. Marin County OEM also posted a notice for the Public Town Hall Meeting on their Facebook account. At the conclusion of the presentation, a question and answer session was held to answer questions from the attendees.

The second Town Hall Meeting was conducted on Saturday, April 29, 2023, from 10:00 am to 11:30 am, at the Marin County Health and Wellness Center, 3240 Kerner Ave. Rooms #109 and #110 San Rafael, CA. 94903. The meeting followed the same format as the first and hosted the same access level of equity and accessibility.

The Marin County MJHMP Public Town Hall Meeting was recorded and downloaded from Zoom and made available to all of the jurisdictions and districts to place on their websites and local Access TV for the public to view.

Meeting participants were also invited to complete the Hazard Mitigation Survey and were provided the URL link to the Survey Monkey website to complete the survey.

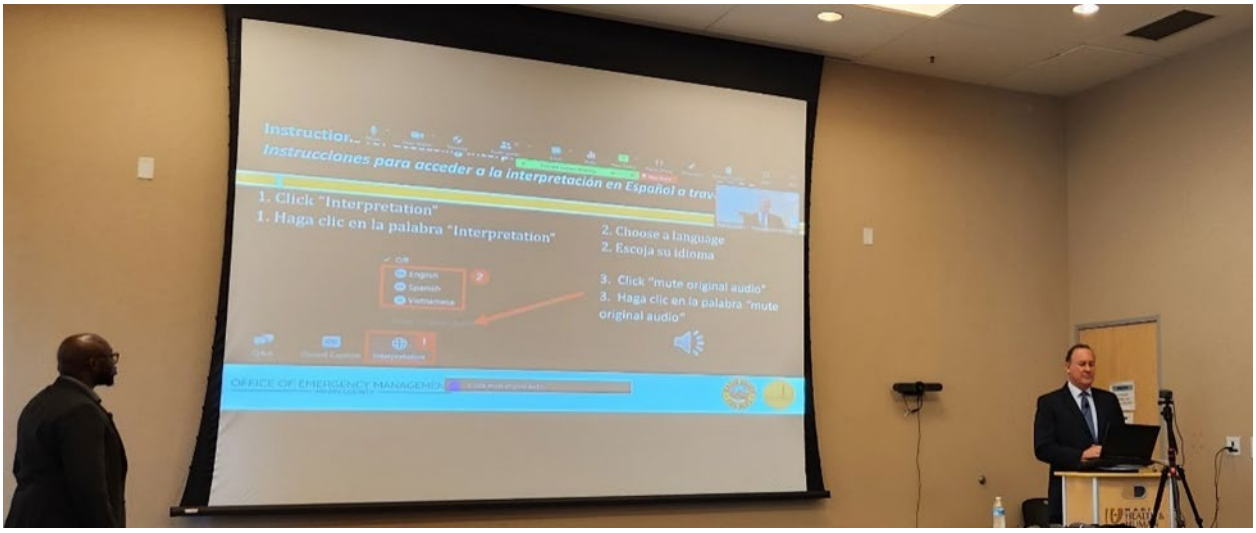


Figure 2.2: Marin County OA MJHMP Town Hall Meeting
Source: Preparative Consulting



Figure 2.3: Collecting community feedback on the MJHMP
Source: Marin County OEM

2.8.3 Social Media

Marin County and its participating jurisdictions utilized several forms of social media to reach residents and customers. Information about the Hazard Mitigation Planning process was communicated to the public via Facebook, Twitter, and local access TV. Residents and customers were invited to complete the Hazard Mitigation Plan survey which was accessible via an attached URL or QR Code and provide feedback on potential hazard mitigation projects or programs.

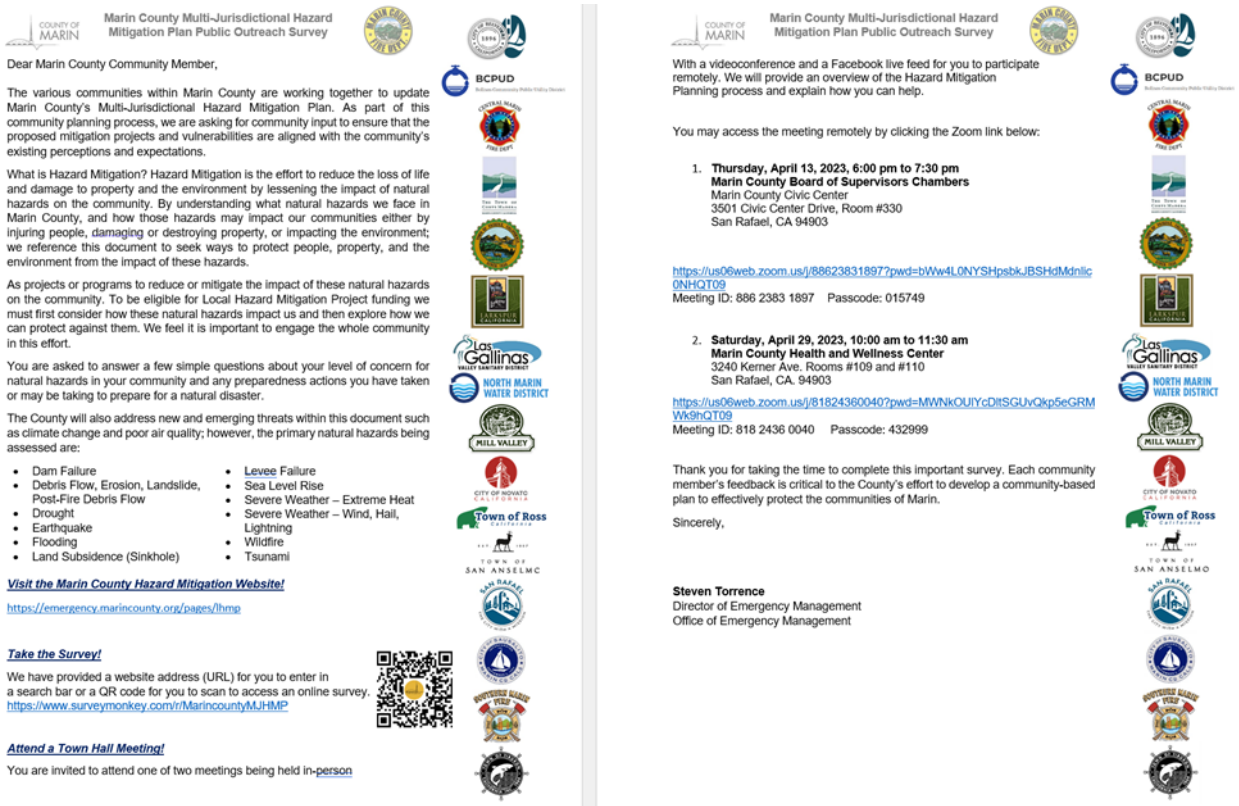
The results of the survey were provided to each of the planning partners and used to support the jurisdictional annex process. Each planning partner was able to use the survey results to help identify actions as follows:

- Gauge the public's perception of risk and identify what community members are concerned about.
- Identify the best ways to communicate with the public.
- Determine the level of public support for different mitigation strategies.
- Understand the public's willingness to invest in hazard mitigation.

During this planning process, completed surveys were submitted. The complete survey can be found in Appendix C of this plan.

2.8.4 Press Releases

Press releases were distributed over the course of the plan's development as key milestones were achieved and prior to each Marin County OA MJHMP Public Town Hall Meeting. All press releases were made available to the community in both English and Spanish.



Marin County Multi-Jurisdictional Hazard Mitigation Plan Public Outreach Survey

Dear Marin County Community Member,

The various communities within Marin County are working together to update Marin County's Multi-Jurisdictional Hazard Mitigation Plan. As part of this community planning process, we are asking for community input to ensure that the proposed mitigation projects and vulnerabilities are aligned with the community's existing perceptions and expectations.

What is Hazard Mitigation? Hazard Mitigation is the effort to reduce the loss of life and damage to property and the environment by lessening the impact of natural hazards on the community. By understanding what natural hazards we face in Marin County, and how those hazards may impact our communities either by injuring people, damaging or destroying property, or impacting the environment; we reference this document to seek ways to protect people, property, and the environment from the impact of these hazards.

As projects or programs to reduce or mitigate the impact of these natural hazards on the community. To be eligible for Local Hazard Mitigation Project funding we must first consider how these natural hazards impact us and then explore how we can protect against them. We feel it is important to engage the whole community in this effort.

You are asked to answer a few simple questions about your level of concern for natural hazards in your community and any preparedness actions you have taken or may be taking to prepare for a natural disaster.

The County will also address new and emerging threats within this document such as climate change and poor air quality; however, the primary natural hazards being assessed are:

- Dam Failure
- Debris Flow, Erosion, Landslide, Post-Fire Debris Flow
- Drought
- Earthquake
- Flooding
- Land Subsidence (Sinkhole)
- Levee Failure
- Sea Level Rise
- Severe Weather – Extreme Heat
- Severe Weather – Wind, Hail, Lightning
- Wildfire
- Tsunami

Visit the Marin County Hazard Mitigation Website!

https://emergency.marincounty.org/pages/lhmp

Take the Survey!

We have provided a website address (URL) for you to enter in a search bar or a QR code for you to scan to access an online survey. https://www.surveymonkey.com/r/MarincountyMJHMP

Attend a Town Hall Meeting!

You are invited to attend one of two meetings being held in-person

Marin County Multi-Jurisdictional Hazard Mitigation Plan Public Outreach Survey

With a videoconference and a Facebook live feed for you to participate remotely. We will provide an overview of the Hazard Mitigation Planning process and explain how you can help.

You may access the meeting remotely by clicking the Zoom link below:

1. **Thursday, April 13, 2023, 6:00 pm to 7:30 pm**
   Marin County Board of Supervisors Chambers
   Marin County Civic Center
   3501 Civic Center Drive, Room #330
   San Rafael, CA 94903

https://us06web.zoom.us/j/88623831897?pwd=bWw4L0NYSHpsbkJBSHdMdnllc0NHQT09
Meeting ID: 886 2383 1897 Passcode: 015749

2. **Saturday, April 29, 2023, 10:00 am to 11:30 am**
   Marin County Health and Wellness Center
   3240 Kerner Ave. Rooms #109 and #110
   San Rafael, CA. 94903

https://us06web.zoom.us/j/81824360040?pwd=MWNkOUlYcDltSGUvQkp5eGRMWk9hQT09
Meeting ID: 818 2436 0040 Passcode: 432999

Thank you for taking the time to complete this important survey. Each community member's feedback is critical to the County's effort to develop a community-based plan to effectively protect the communities of Marin.

Sincerely,

Steven Torrence
Director of Emergency Management
Office of Emergency Management

Figure 2.4: Hazard Mitigation Plan Public Outreach Press Release
Source: Marin County OEM

2.8.5 Survey

A hazard mitigation plan survey (see Figure 2.5) was developed by the Steering Committee and made available to the public in both English and Spanish. The survey was used to gauge household preparedness for natural hazards and the level of knowledge of tools and techniques that assist in reducing risk and loss from natural hazards. This survey was designed to help identify areas vulnerable to one or more natural hazards. The answers to its 10 questions helped guide the Steering Committee in defining our hazards, and selecting goals, objectives, and mitigation strategies. The survey was made available on the hazard mitigation plan website, advertised in press releases, and at town hall meetings. Finally, the survey and the process of public input was advertised throughout the course of the planning process. The survey was made available to the public on March 13, 2023, and closed on June 12, 2023. At the conclusion of the planning process 293 surveys were completed by the public.

Public Comments Considered by the Planning Team

The Planning Team used the following information gathered from the Public Outreach Survey to inform decisions regarding hazard mitigation strategies, actions, and priorities.

- Climate Change, Wildfire, and Drought were the top hazards of concern for the public.
- Text messages, mail, and the County website were the preferred methods for receiving hazard mitigation information.

- 48% of respondents expressed that they were “Very Much” concerned and 31% were “Moderately” concerned that a natural disaster could impact their home or place of residence.
- 85% of respondents own their own home.
- 99% of respondents have access to the internet.

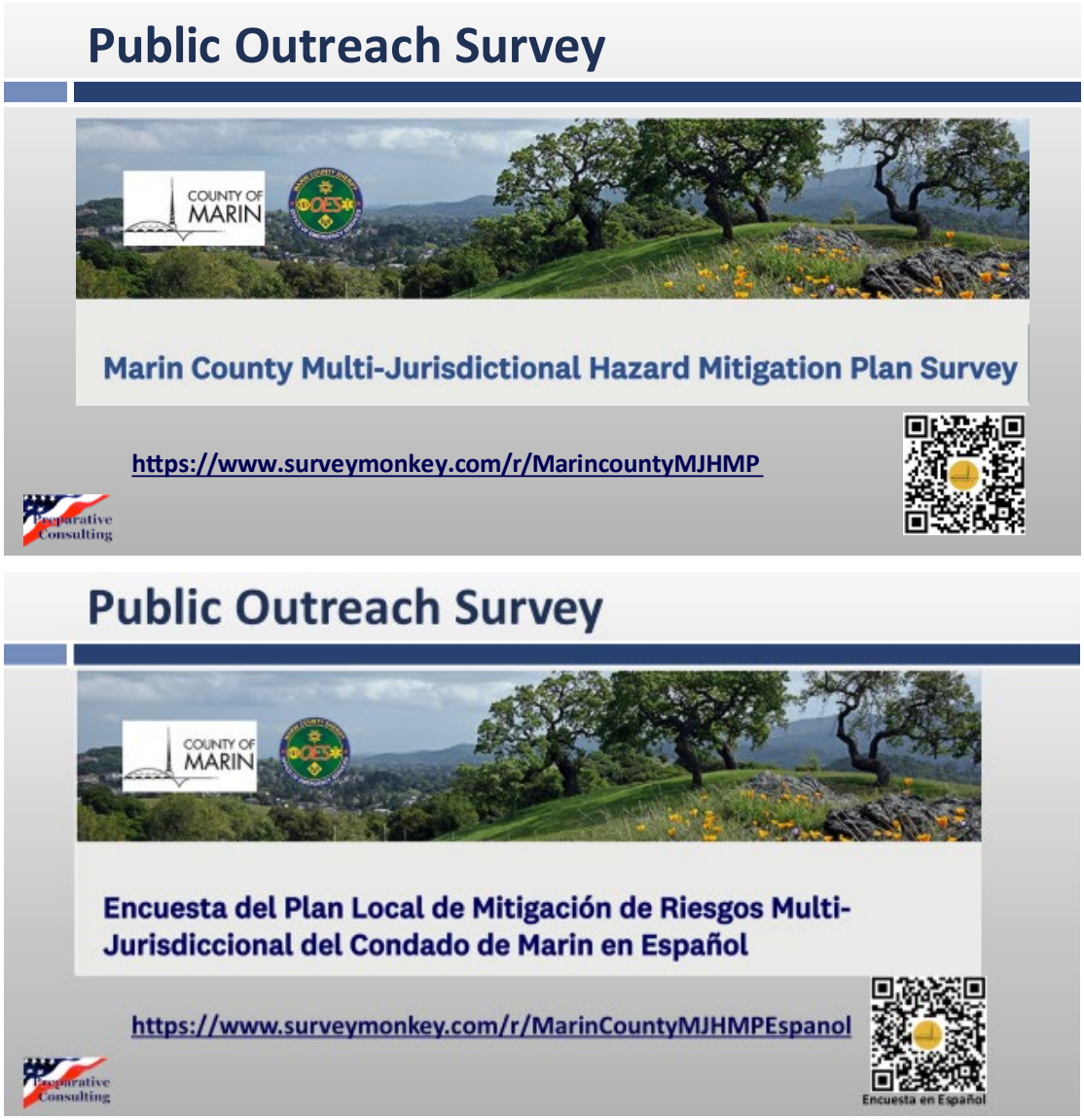


Figure 2.5: Hazard Mitigation Plan Survey
Source: Preparative Consulting

2.8.6 Public Comment on the Plan

To solicit public feedback on the draft plan, Marin OEM engaged in a multi-faceted approach intended to reach as many Marin residents as possible, including members of the community who are under-served and under-represented. All members of the community had the opportunity to provide initial comments on the plan during a two-week period from

Wednesday, December 4, 2023, to Wednesday, December 18, 2023. Although the initial comment period was listed as two weeks, the public could submit comments indefinitely via the County's website to support the County's continuous improvement efforts. The base plan, as well as city, town and special district annexes, were available for download on emergency.marincounty.org (include photos). The website additionally asked for feedback in a survey in English and Spanish (include photos), the survey was designed to establish where that person lives or works, their top hazards of concern, elicit feedback on the plan and offer a place for them to share projects to reduce risk in their community. The survey collected responses from the community in English and in Spanish.

The website and survey were shared through traditional and social media (photos) The Marin Independent Journal (Marin IJ) used the press release to write an article (hopefully; include photos). Social media accounts were updated four times with an initial ask, two reminders, and a closing announcement. The Marin OEM Public Information Officer coordinated with the Marin County Public Information Officers (MAPIO) working group to distribute information to partner jurisdictions (city, town, and special districts) to share this information on their social media sites and with the communities in the area.

To reach those who may not be engaged digitally, the planning team worked with Marin County Community Response Teams, (CRTs are a collaboration of non-profit organizations supporting underrepresented communities in four zones) to conduct outreach with half-sheet flyers in English and Spanish to share in the 4 CRT zones (southern Marin, north Marin, west Marin, San Rafael). These half sheets were also shared county-wide at libraries, including in areas not covered by CRTs, like at the Fairfax library. CRTs are designed to reach Marin's traditionally underserved and underrepresented communities, so by conducting outreach through this method, we were able to inform residents who may not have been engaged otherwise, including residents in Marin City, West Marin, and the Canal District of San Rafael.

The 14-day public comment period gave the public an opportunity to comment on the draft plan update prior to the plan's submittal to Cal OES. Comments received on the draft plan are available upon request. All comments were reviewed by the planning team and incorporated into the draft plan as appropriate.

Public Comments Considered by the Planning Team

The Marin County OEM posted the draft Hazard Mitigation Plan and hazard mitigation actions on their website and solicited public comments on the content. The Planning Team gathered public comments and information on the Marin County OEM website regarding proposed and current Hazard Mitigation Actions. The Planning Team used the comments and suggestions to inform decisions regarding hazard mitigation strategies, actions, and priorities. Most comments included ideas for hazard mitigation projects and comments on the effectiveness of current mitigation projects. These comments were used to revised the proposed hazard mitigation actions which resulted in the final list of hazard mitigation actions listed in 4.9 Hazard Mitigation Actions.

SECTION 3.0: HAZARD IDENTIFICATION AND RISK ASSESSMENT

The Marin County Operational Area (OA) is at risk from a variety of hazards. Many of these hazards, could result in a disastrous impact on the county.

Although an attempt has been made to identify all major hazards and their respective impacts within Marin County, it must be highlighted that we live in a time of new and emerging threats. To the extent to which there are certain natural events which are inevitable and necessary for the environment to remain in balance (e.g., earthquakes, wildfires, and flooding), the County of Marin recognizes that no natural hazard is solely natural, and the risk assessments identified within this plan are linked to human influences from local and global human actions or inaction.

Risk to natural hazards is a combination of hazard, vulnerability, and capability. The risk assessment process identifies and profiles relevant hazards and assesses the exposure of lives, property, and infrastructure to these hazards. The goal of the risk assessment is to estimate the potential losses in Marin County from a hazard event. This process also allows communities in Marin County to better understand their potential risk to human-influenced, natural hazards and provides a framework for developing and prioritizing mitigation actions to reduce risks from future hazards in Marin County.

3.1 HAZARD IDENTIFICATION

44 CFR Requirement §201.6(c)(2)(i) [The risk assessment shall include a] description of the type, location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

The process of identifying hazards that do or could potentially affect Marin County at various levels was the first step in assessing overall risk. Recognizing the potential required an analysis of known, suspected, and emerging hazards existing within or directly affecting Marin County. Some of the following questions were used during the analysis:

- What are the known hazards?
- What are the suspected hazards?
- What are the potential, new, or emerging hazards?
- What are the elements of the hazard?
- What are the conditions associated with the occurrence of a hazardous event?
- What factors are required for an event to turn hazardous?

The Steering Committee reviewed data from the following sources on hazards affecting the county: the Federal and State Disaster Declaration History, the State of California Hazard Mitigation Plan (2018), the Safety Element of the participating jurisdictions, and the 2018 Marin County OA MJHMP. Additional documents are noted in the reference section of this document.

The Steering Committee came to agreement on significant hazards to the Marin County OA. The following natural hazards are detailed in this section and are profiled for each jurisdiction participating in the Marin County OA MJHMP:

Table 3.1: Marin County OA MJHMP Hazard Identification and Comparison

2023 Hazards	Climate Profile	2018 Hazards	Comment
Climate Change	Yes	Climate Change – not included	The impact of climate change profiled and discussed in all applicable hazards.
		Coastal Erosion	Now profiled under debris flows/landslide.
Dam Failure		Earthquake	Now profiled as a separate hazard.
Debris Flow	Yes	Severe Storm and Wildfire	Now profiled as a separate hazard.
Drought	Yes	Wildfire	Now profiled as a separate hazard.
Earthquake		Earthquake	Continued as a hazard.
Flood	Yes	Severe Storm	Now profiled as a separate hazard.
Land Subsidence	Yes	Severe Storm	Now profiled as a separate hazard.
Levee Failure	Yes	Severe Storm	Now profiled as a separate hazard.
		Liquefaction	Now profiled under Earthquake.
Sea Level Rise	Yes	Sea Level Rise – Severe Storms	Sea Level Rise now profiled as a separate hazard.
Severe Weather – Extreme Heat	Yes	Wildfire	Now profiled under Severe Weather.
Severe Weather – High Wind/Tornado	Yes	Severe Storm	Continued as a hazard under Severe Weather.
Tsunami	Yes	Tsunami/Seiche	Continued as a hazard
Wildfire	Yes	Wildfire	Continued as a hazard

Table 3.2 below lists additional hazards of interest that were identified by the Steering Committee as having some potential to impact the planning area but are not hazards eligible for Hazard Mitigation Grant Funding. These hazards have been briefly profiled to illustrate their potential impact on the County of Marin. No formal risk assessment of these hazards was performed. However, all planning partners for this plan should be aware of these hazards and should take steps to reduce the risks they present whenever it is practical to do so.

Table 3.2: Marin County OA MJHMP Other Hazards Profiled
Critical Infrastructure/ Utility Disruption
Cyber Threats
Oil Spills
Pandemic
Air Pollution
Transportation Systems

Table 3.2: Marin County OA MJHMP Other Hazards Profiled

3.1.1 Disaster Declaration History

One method to identify hazards is to look at the events that have triggered federal and/or state disaster declarations that included Marin County. The following table lists the disaster declarations where Marin County was designated federal and/or state disaster declarations since the 2018 MJHMP update.

Table 3.3 shows the number of state and federal declared disasters in Marin County in relation to the rest of California from 1950-2023.

Table 3.3: State and Federal Declared Disasters in Marin County				
Location	Event Type(s)	Year	State/Federal #	Damage Est.*
Tomales	Tornado	1996		$205,000
Southern Marin	Flash Flood	1998		$2,000,000
Corte Madera	Heavy Rain	2002		$200,000
Coastal Marin	Coastal Flood	2005/ 2006		$340,000
Countywide	Flood	2005/ 2006		$219,000,000
Interior Valleys	Debris Flow	2006		$45,900,000
Coastal Marin	Strong Wind	2006		$500,000
Interior Valleys	Frost/Freeze	2007		$3,000,000
Corte Madera	Flash Flood	2008		$50,000
Interior Valleys and Mountains	Strong Wind	2009		$140,000
Countywide (Santa Venetia)	Flood/Wind	2009		$260,000
Interior Valleys	Strong Wind	2009		$85,000
Coastal Marin	Coastal Flood, Strong Wind, Flood	2010		$770,000
Countywide (Larkspur)	Heavy Rain/ Strong Wind	2010		$100,000

Countywide	Strong Wind	2010		$85,000
Coastal Marin	Strong Wind/Storm Surge	2011		$325,000
Interior Valleys	Strong Wind	2011		$50,000
Interior Valleys	Strong Wind	2011		$200,000
Interior Valleys	Strong Wind	2012		$60,000
Interior Valleys and Coast	Strong Wind	2012		$501,500
Interior Valleys	Strong Wind	2012		$150,000
Interior Valleys	Strong Wind	2012		$50,100
Countywide	Flood/Strong Wind	2012		$210,100
Mountains	Strong Wind	2013		$80,000
Countywide (Greenbrae, Novato, Marin City, Tamalpais Valley, Olema)	Flash Flood/Debris Flow	2014		$6,001,000
Interior Valleys/Coast	Strong Wind	2014		$115,600
Interior Valleys and Mountains	Strong Wind	2015		$23,500
Mill Valley AFS	Heavy Rain	2015		No data
Interior Valleys	Coastal Flood	2016		No data
Interior Valleys	Strong Wind	2016		No data
Alto	Flash Flood	2016		No data
Countywide	Severe Winter Storms, Flooding, Landslides	2017	Fed 3381	No data
Countywide	Severe Winter Storms, Flooding, Landslides	2017	Fed 4301	No data
Countywide	Severe Winter Storms, Flooding, Landslides	2017	Fed 4302	No data
San Rafael and Corte Madera	Flood	2017	Local	No data
Kentfield	Flash Flood	2017	Local	No data
Tomales	Flood	2017	Local	No data
Corte Madera	Flood	2017	Local	No data
Ignacio, Burdell, Marin City, Mountains	Strong Wind, Flash Flood, Flood	2017	Local	No data
Interior Valleys	Strong Wind	2017	Local	No data
Mountains	Strong Wind	2017	Local	No data
Mountains and Coast	Strong Wind	2017	Local	No data

Interior Valleys and Mountains	Strong Wind	2017	Local	No data
Greenbrae and Mountains	Strong Wind, Flood	2017	Local	No data
Interior Valleys and Coast	Strong Wind	2017	Local	No data
Corte Madera	Flood	2018	Local	No data
Countywide	Public Safety Power Shutoff (PSPS)	2019	Local	
Countywide	Severe Winter Storms, Flooding, Landslides	2019	Fed 4431	
Countywide	Severe Winter Storms, Flooding, Landslides	2019	Fed 4434	
Countywide	COVID-19	2020	Fed 4482	
Woodward Valley Trail and the Coast Trail (Woodward Fire)	Lightning, Wildfire	2020	Local	
Pt Reyes	Coastal Oil Spill (American Challenger ship wreck)	2021	Local	
Countywide	Drought	2021	Local	
Countywide	Extreme Heat Event	2021	Local	
Countywide	Atmospheric River, Severe Winter Storms, Flooding	2021	CDAA 2022-02	
Countywide	Severe Winter Storms, Flooding, Landslides	2022	Fed DR-4683	
Countywide	Severe Winter Storms, High Winds, Flooding, Landslides	2022	Fed DR-4699	
Countywide	Severe Winter Storms, Flooding, Landslides	2022-2023	CDAA 2023-01 CDAA 2023-02	
Countywide	Severe Winter Storms, Flooding, Landslides	2023	CDAA 2023-03	

* Damage estimates may be initial damage estimates for the Local Proclamations and do not necessarily represent the final damage estimates.

Table 3.3: State and Federal Declared Disasters in Marin County

3.1.2 Omission of Hazards

Several natural hazards were omitted from further analysis for all participating jurisdictions due to either their low probability of occurrence or minimal impact:

Avalanche: An avalanche is a rapid flow of snow down a hill or mountainside. The Marin County OA rarely gets snow and not in significant enough quantities to cause an avalanche.

Fog: Fog is a collection of water droplets or ice crystals suspended in the air at or near the Earth's surface. While the Marin County OA experiences severe and dense fog, Marin County does not consider it to be a significant enough threat for profiling in the 2023 Marin County OA MJHMP.

Haboob: A haboob is a type of intense dust storm carried on an atmospheric gravity current known as a weather front. Haboobs occur primarily in arid regions including parts of Arizona, New Mexico, and Texas. The Marin County OA does not have arid land and does not experience haboobs.

Severe Weather – Hail/Ice/Snow: Hail is pellets of frozen rain that fall in showers from cumulonimbus clouds while snow is atmospheric water vapor frozen into ice crystals and falling in light white flakes. There have been minor occurrences of hail, ice, and snow in Marin County, but none that have had significant impacts. A significant event is not expected to occur in the Marin County OA due to its mild winter temperatures and climate.

Severe Weather – Freeze/Extreme Cold: Freeze and extreme cold are defined as a period in which temperatures fall below the freezing point of 32 degrees Fahrenheit or 0 degrees Celsius. The Marin County OA rarely experiences freezing temperatures or extreme cold due to its mild winter temperatures and climate.

Space Weather: Space weather includes conditions and events on the sun, in solar wind, in near-Earth space, and in Earth's upper atmosphere that can affect space-borne and ground-based technological systems. Space weather also includes asteroids, comets, and meteors. There have been no space weather events in Marin County. While a solar flare has the potential to disrupt communications and while an impact from a space object could cause significant loss of life and destruction, the unknown results of these events limit the County's ability to truly profile and assess this hazard.

Tropical Storm/Hurricane: A tropical storm is a tropical cyclone with winds of 39-73 miles per hour while a hurricane is a tropical cyclone with winds of 74 miles per hour or greater. Though tropical cyclones have passed over Southern California, none have reached Marin County due to its northern latitude and climate. Whereas climate change may include the likelihood of a Tropical Storm and Hurricane reaching the Bay Area, the Marin Operational Area will view these hazards as a severe storm, strong winds, and/ or flooding events, which are profiled within the document.

Volcano: A volcano is a mountain that opens downward to a reservoir of molten rock below the surface of the earth. While there are volcanoes in the Cascade Range to the north of Marin County that could potentially impact the Marin County OA with ash fall upon eruption, the Marin County OA does not consider volcanoes to be significant enough for profiling in the 2023 Marin County OA MJHMP.

3.2 Hazard Analysis

44 CFR Requirement §201.6(c)(2)(ii) [The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community. All plans approved after October 1, 2008 must also address NFIP insured structures that have been repetitively damaged by floods. The plan should describe vulnerability in terms of:

(A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas;

(B) An estimate of the potential dollar losses to vulnerable structures identified in … this section and a description of the methodology used to prepare the estimate.

(C) Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

§ 201.6(c)(2)(iii) For multi - jurisdictional plans, the risk assessment section must assess each jurisdiction's risks where they vary from the risks facing the entire planning area.

The Hazard Identification and Risk Assessment (HIRA) provides the factual basis for activities proposed in the mitigation strategy that will reduce losses from identified hazards. The HIRA makes a clear connection between the community's vulnerability and the hazard mitigation actions. According to Section 44 of the Code of Federal Regulations, The MJHMP must include a definition and description of the natural hazards that can affect the jurisdiction(s) in the planning area, as well as several additional required elements for natural hazards:

Location and Previous Occurrences
Location means the geographic areas in the planning area that are affected by each hazard. This information is shown in narrative form and/or in maps. The MJHMP also includes the history of previous hazard events for each of the identified hazards.

Impacts
Impact means the consequence or effect of the hazard on the community and its assets. Assets are determined by the community and include, for example, people, structures, facilities, systems, capabilities, and/or activities that have value to the community.

Extent
Extent describes the potential severity of a disaster and any secondary events caused by the hazard in the operational area. Extent is classified by the following:

- **Catastrophic:** More than 50 percent of the operational area affected
- **Critical:** Between 25-50 percent of the operational area affected
- **Limited:** 10-25 percent of the operational area affected
- **Negligible:** Less than 10 percent of the operational area affected

Probability
Probability notes the frequency of past events and is used to gauge the likelihood of future occurrences. Based on historical data, the probability of future occurrences is categorized into

one of the following classifications:

- **Highly Likely:** Near 100 percent chance of occurrence next year or happens every year
- **Likely:** Between 10 percent and 100 percent chance of occurrence in the next year or has a recurrence interval of 10 years or less
- **Occasional:** Between 1 percent and 10 percent chance of occurrence in the next year or has a recurrence interval of 11 to 50 years
- **Unlikely**: Less than 1 percent chance of occurrence in next 50 years or has a recurrence interval of greater than every 50 years

The probability, or chance of occurrence, was calculated where possible based on existing data. Probability was determined by dividing the number of events observed by the number of years and multiplying by 100. This gives the percent chance of the event happening in any given year. An example would be three droughts occurring over a 30-year period, which suggests a 10 percent chance of that hazard occurring in any given year.

Vulnerability

The vulnerability assessment further defines and quantifies populations, buildings, critical facilities, and other community assets at risk to natural hazards. The vulnerability assessment for this plan followed the methodology described in the FEMA 386-2, Understanding Your Risks – Identifying Hazards and Estimating Losses.

The vulnerability assessment was conducted based on the best available data and the significance of the hazard. Data to support the vulnerability assessment was collected from the following sources:

- County and jurisdictional GIS data (hazards, base layers, and other government data) through MarinMap
- Statewide GIS datasets compiled by CalOES to support mitigation planning
- Written descriptions of assets and risks provided by participating jurisdictions
- Existing plans and reports
- Personal interviews with jurisdictional representatives and other stakeholders

The vulnerability assessment describes the assets at risk in Marin County, including the total exposure of people and property; critical facilities and infrastructure; natural, cultural, and historic resources; and economic assets.

During the Kickoff Meeting with the MJHMP Planning Team and the Steering Committee, the group was provided with a Hazard Risk Ranking Worksheet to complete. The members were asked to provide their opinion on the types of hazards that may impact Marin County. These hazards will be included in the Hazard Identification and Risk Assessment portion of the MJHMP and considered in the Mitigation Strategy portion of the MJHMP. They were asked to consider a hazard from the perspective of the worst-case scenario. Members were provided a list of hazards from the 2018 MJHMP and additional hazards they presented for consideration. The list of hazards was consolidated to group similar hazards and focused on only natural hazards, per FEMA's guidance for local hazard mitigation planning. Members were asked to choose the most likely hazards within the County.

The results of the assessment from the Planning Team and Steering Committee assessment were presented to the Steering Committee to validate. The Steering Committee came to agreement on the following significant hazards to Marin County and its participating jurisdictions. These significant natural hazards are detailed and ranked in this section:

Table 3.4: Marin County Hazard Risk Assessment

Hazard	Probability/ Likelihood of Future Events	Geographic Extent	Magnitude/ Severity	Climate Change Influence	Significance	Risk Score
Dam Failure	Unlikely	Negligible	Extreme	Low	Medium	**9.00**
Debris Flow, Erosion, Landslide, Post-Fire Debris Flow	Occasional	Extensive	Severe	Medium	Medium	**13.00**
Drought	Highly Likely	Extensive	Moderate	High	High	**16.00**
Earthquake	Highly Likely	Extensive	Extreme	None	High	**15.00**
Flooding	Highly Likely	Limited	Severe	High	Medium	**14.00**
Land Subsidence (Sinkhole)	Occasional	Limited	Moderate	Medium	Medium	**10.00**
Levee Failure	Unlikely	Negligible	Moderate	Medium	High	**9.00**
Sea Level Rise	Highly Likely	Limited	Extreme	High	High	**16.00**
Severe Weather – Extreme Heat	Highly Likely	Extensive	Moderate	High	Medium	**15.00**
Severe Weather – Wind, Tornado	Highly Likely	Extensive	Moderate	High	Medium	**15.00**
Tsunami	Highly Likely	Limited	Extreme	Medium	High	**15.00**
Wildfire	Highly Likely	Significant	Severe	High	High	**16.00**

Table 3.4: Marin County Hazard Risk Assessment

Once the Steering Committee determined the hazards to be profiled, they were asked to assess the vulnerability and risk to their jurisdictions or districts posed by these hazards. To inform this assessment the Steering Committee completed a detailed list of their critical facilities, critical infrastructure, and high potential loss facilities in their jurisdiction or district. This information was inputted into the County of Marin Office of Emergency Management GIS mapping program and plotted on a map of their jurisdiction or district. Each hazard profiled was then separately overlayed onto the map of the jurisdiction or district to show the impact the hazard may have on the critical facilities, critical infrastructure, and high potential loss facilities.

The Steering Committee was provided a hazard vulnerability and risk assessment tool to assess and score each hazard based on five categories: Probability/ Likelihood of Future Events, Geographic Extent, Magnitude/ Severity, Climate Change Influence, and Significance. Since each jurisdiction or special district is vulnerable to some but not all hazards, such as sea level rise that threatens coastal communities but not all communities within Marin County, each

jurisdiction or special district was asked to consider their exposure to each hazard. If their jurisdiction or district is not vulnerable to sea level rise then they might assess their vulnerability to that hazard as "None." For hazards that they are vulnerable to they were asked to assess them using the extent, likelihood, and severity categories discussed above.

Probability/ Likelihood of Future Events

- **Unlikely:** Occurs in intervals greater than 100 years - Less than 1% probability of occurrence in the next year or a recurrence interval greater than 100 years.
- **Occasional:** Occurring every 11 to 100 years - 1-10% probability of occurrence in the next year or a recurrence interval of 11 to 100 years.
- **Likely:** Occurring every 1 to 10 years - 10-90% probability of occurrence in the next year or recurrence interval of 1 to 10 years.
- **Highly Likely:** Occurring almost every year - 90-100% probability of occurrence in the next year or a recurrence interval of less than 1 year.

Geographic Extent

- **Negligible:** Less than 10% of the planning area
- **Limited:** 10-25% of the planning area
- **Significant:** 25-75% of planning area
- **Extensive:** 75-100% of planning area

Magnitude/ Severity

- **Weak:** Limited classification on scientific scale, slow speed of onset or short duration of event, resulting in little to no damage.
- **Moderate:** Moderate classification on scientific scale, moderate speed of onset or moderate duration of event, resulting in some damage and loss of services for days.
- **Severe:** Severe classification on scientific scale, fast speed of onset or long duration of event, resulting in devastating damage and loss of services for weeks or months.
- **Extreme:** Extreme classification on scientific scale, immediate onset or extended duration of event, resulting in catastrophic damage and uninhabitable conditions.

Table 3.5: Hazard Magnitude and Severity Scale

Hazard	Scale/Index	Weak	Moderate	Severe	Extreme
Drought	Palmer Drought Severity Index	+1.99 to -1.99	-2.00 to -2.99	-3.00 to -3.99	-4.00 and below
Earthquake	Modified Mercalli	I to IV	V to VII	VIII	IX to XII
	Richter Magnitude	2,3	4,5	6	7,8
Hurricane Wind	Saffir-Simpson Hurricane Wind Scale	1	2	3	4,5
Tornado	Fujita Tornado Damage Scale	FO	F1, F2	F3	F4, F5

Climate Change Influence

- **Low:** Minimal potential impact
- **Medium:** Moderate potential impact
- **High:** Widespread potential impact

Significance

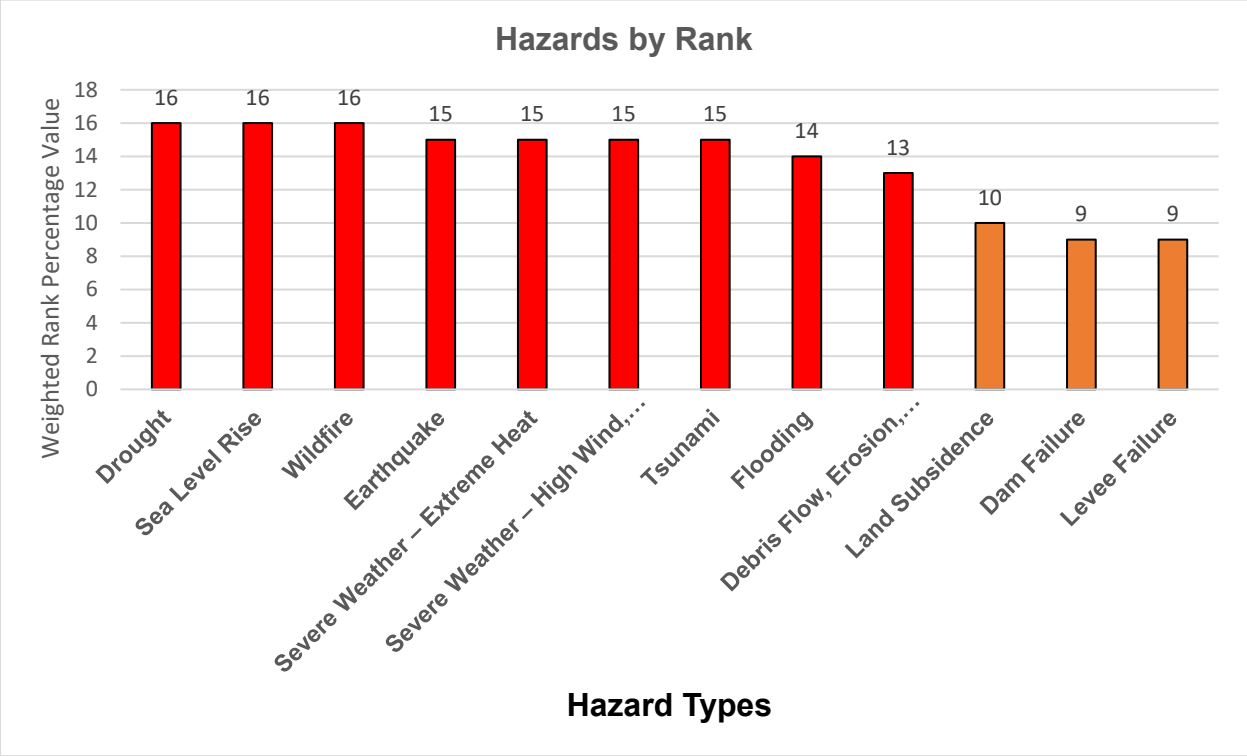
- **Low:** Minimal potential impact - Two or more criteria fall in lower classifications, or the event has a minimal impact on the planning area. This rating is sometimes used for hazards with a minimal or unknown record of occurrences or for hazards with minimal mitigation potential.
- **Medium:** Moderate potential impact - The criteria fall mostly in the middle ranges of classifications and the event's impacts on the planning area are noticeable but not devastating. This rating is sometimes used for hazards with a high extent rating but very low probability rating.
- **High:** Widespread potential impact - The criteria consistently fall in the high classifications and the event is likely/highly likely to occur with.

Each jurisdiction and district completed the Hazard Vulnerability and Risk Assessment Tool, and their individual results are recorded in their Jurisdictional or District Profile. The following Table 3.4 illustrates the results of the Marin County Risk Assessment.

Table 3.6: Marin County OA Hazard Risk Assessment – Top Hazards Scored

Hazard Ranking	Score
1. Drought	16
2. Sea Level Rise	16
3. Wildfire	16
4. Earthquake	15
5. Severe Weather – Extreme Heat	15
6. Severe Weather – Wind, Tornado	15
7. Tsunami	15
8. Flooding	14
9. Debris Flow, Erosion, Landslide, Post-Fire Debris Flow	13
10. Land Subsidence (Sinkhole)	10
11. Dam Failure	9
12. Levee Failure	9

Table 3.6: Marin County Hazard Risk Assessment – Top Hazards Scored



Risk Level	Risk Numerical Score
High Risk	12 - 16
Serious Risk	8 - 11
Moderate Risk	4 - 7
Low Risk	1 - 3

Figure 3.1: Marin County Risk Assessment – Top Hazards Graphed

3.2.1 Climate Change

The County of Marin and associated jurisdictions profiled jointly recognize that the earth's climate is forcibly being augmented due to humans' reliance on fossil fuels and non-natural resources which pose negative impacts on the earth's climate. Reliance on fossil fuels and non-natural products results in the climate shifting to include unseasonable temperatures, more frequent and intense storms, prolonged heat and cold events, and a greater reliance on technological advancements to maintain the wellbeing of community members and balance of the environment. The forced adaptation to climatic shifts is necessary for the County and jurisdictions to understand and include with these assessments.

Locally to Marin, drought and rain events have already had devastating impacts to critical infrastructure, agriculture, and water resources; and globally, unseasonable temperatures have been identified as the cause for enhanced wildfires, severe droughts, ice sheets and glaciers disappearing, and persons emigrating from their countries due to a lack of sustainable, local resources. Melting land ice contributes additional water to the oceans and as ocean temperatures rise the water expands, both of which contribute to increase rates of sea level rise. Marin is bordered on the west by the Pacific Ocean and on the east by San Francisco Bay, making it particularly vulnerable to flooding and erosion caused by sea level rise.

The cause of current climate change is largely human activity, burning fossil fuels, natural gas, oil, and coal. Burning these materials releases greenhouse gases into Earth's atmosphere. Greenhouse gases trap heat from the sun's rays inside the atmosphere causing Earth's average temperature to rise. This rise in the planet's temperature was formerly called, "global warming", but climate change has shown to include both intense heat and cold shifts. The warming of the planet impacts local and regional climates. Throughout Earth's history, climate has continually changed; however, when occurring naturally, this is a slower process that has taken place over hundreds and thousands of years. The human influenced climate change that is happening now is occurring at an abnormally faster rate with devastating results.

GLOBAL OBSERVED AND PROJECTED CLIMATE CHANGE IMPACTS AND RISKS

The Intergovernmental Panel on Climate Change (IPCC) assesses the impacts of climate change, looking at ecosystems, biodiversity, and human communities at global and regional levels. The IPCC also reviews vulnerabilities and the capacities and limits of the natural world and human societies to adapt to climate change. In their Sixth Assessment Report from 2022[1], the following observations were made:

- Human-induced climate change, including more frequent and intense extreme events, has caused widespread adverse impacts and related losses and damages to nature and people, beyond natural climate variability.
- Global warming, reaching 1.5°C in the near-term, would cause unavoidable increases in multiple climate hazards and present multiple risks to ecosystems and humans.
- Beyond 2040 and depending on the level of global warming, climate change will lead to numerous risks to natural and human systems.
- The magnitude and rate of climate change and associated risks depend strongly on near-term mitigation and adaptation actions, and projected adverse impacts and related losses and damages escalate with every increment of global warming.
- Multiple climate hazards will occur simultaneously, and multiple climatic and non-climatic risks will interact, resulting in compounding overall risk and risks cascading across sectors and regions.

A 2020 study by the National Aeronautics and Space Administration (NASA) [2] confirmed that climate models are getting future warming projects right, finding the following:

- If global warming transiently exceeds 1.5°C in the coming decades or later, then many human and natural systems will face additional severe risks.
- An estimated 60% of today's methane emissions are the result of human activities. The largest sources of methane are agriculture, fossil fuels, and decomposition of landfill waste.

[1] Intergovernmental Panel on Climate Change, Headline Statements from the Summary for Policymakers, 2022. https://www.ipcc.ch/report/ar6/wg2/resources/spm-headline-statements/

[2] Study Confirms Climate Models are Getting Future Warming Projections Right, 2020. https://climate.nasa.gov/news/2943/study-confirms-climate-models-are-getting-future-warming-projections-right/

- The concentration of methane in the atmosphere has more than doubled over the past 200 years. Scientists estimate that this increase is responsible for 20 to 30% of climate warming since the Industrial Revolution (which began in 1750).
- According to the most recent National Climate Assessment, droughts in the Southwest and heat waves (periods of abnormally hot weather lasting days to weeks) are projected to become more intense, and cold waves less intense and less frequent.
- The last eight years have been the hottest years on record for the globe.

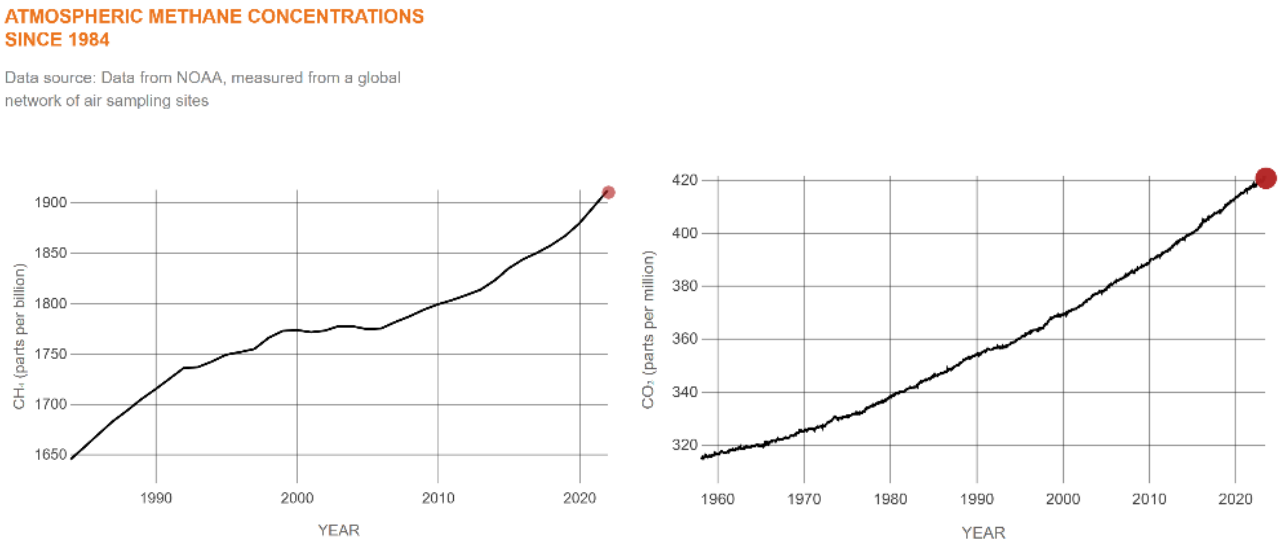


Figure 3.2: NASA Global Temperature Change CO2 Gas
Source: NASA Global Climate Change, 2022

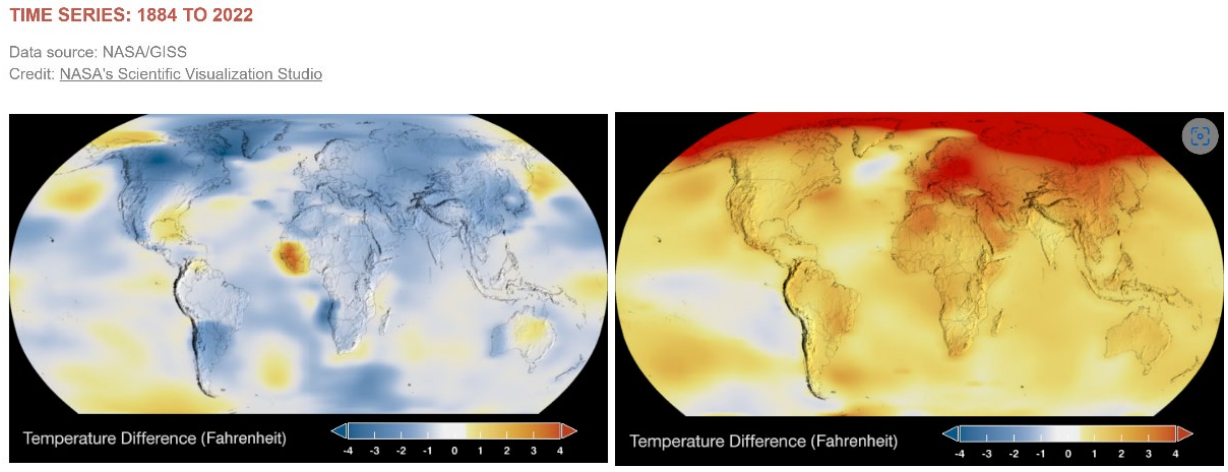


Figure 3.3: NASA Global Temperature Change 1884 to 2022
Source: NASA Global Climate Change, 2022

Drought

- The 22-year-long megadrought in southwestern US was the driest the territory had experienced in at least 1,200 years and was expected to persist.

Sea Level Rise

- Global sea levels are rising as a result of human-caused global warming, with recent rates being unprecedented over the past 2,500-plus years.
- U.S. sea levels are projected to rise 1 to 6.6 Feet by 2100. (Note: Global sea levels have risen about 8 inches (0.2 meters) since reliable record-keeping began in 1880. By 2100, scientists project that it will rise at least another foot (0.3 meters), but possibly as high as 6.6 feet (2 meters) in a high-emissions scenario.)
- Sea ice cover in the Arctic Ocean is expected to continue decreasing, and the Arctic Ocean will very likely become essentially “ice-free” in late summer seasons if current projections hold. This change is expected to occur before mid-century.
- An indicator of changes to the projected sea level rise is the Arctic Sea ice minimum over time. Arctic Sea ice to this extent both affects and is affected by global climate change.

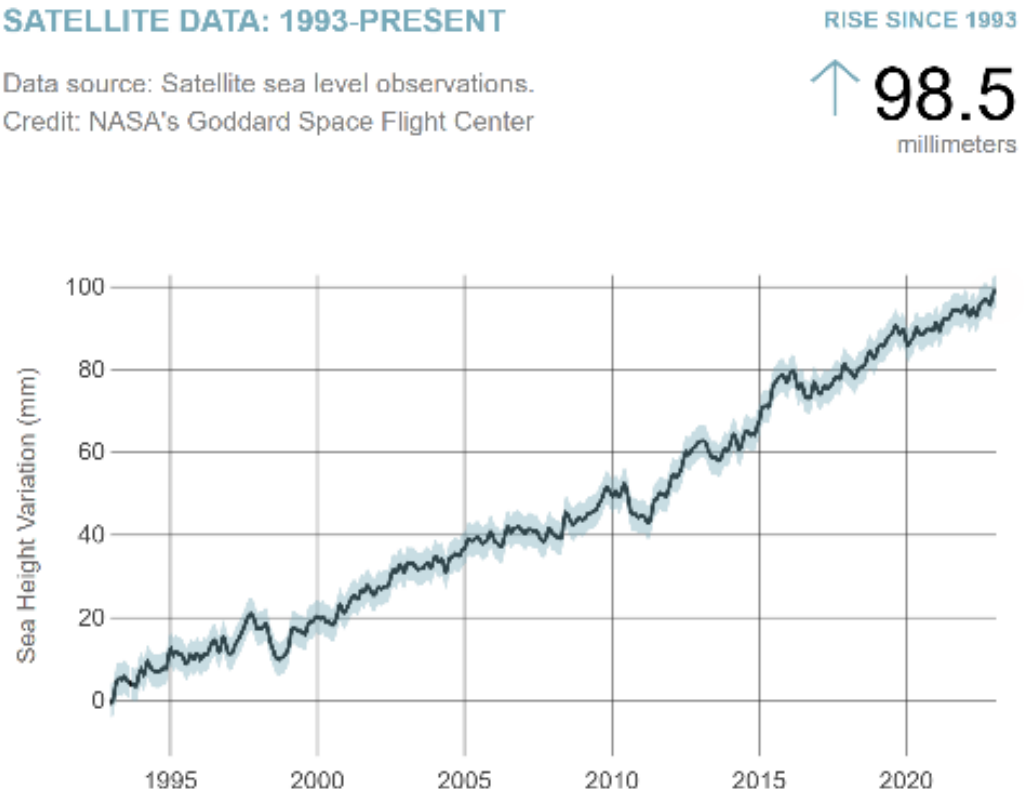


Figure 3.4: NASA Global Temperature Change Sea Level
Source: NASA Global Climate Change, 2022

Wildfire

- Warming temperatures have extended and intensified wildfire season in the West, where long-term drought in the region has heightened the risk of fires.

- Scientists estimate that human-caused climate change has already doubled the area of forest burned in recent decades. By around 2050, the amount of land consumed by wildfires in Western states is projected to further increase by two to six times.
- Even in traditionally rainy regions like the Southeast, wildfires are projected to increase by about 30%.

Flooding (Precipitation)

- Climate change is having an uneven effect on precipitation (rain and snow) in the United States, with some locations experiencing increased precipitation and flooding, while others suffer from drought.
- On average, more winter and spring precipitation is projected for the northern United States, and less for the Southwest, over this century.
- Projections of future climate over the U.S. suggest that the recent trend toward increased heavy precipitation events will continue. This means that while it may rain less frequently in some regions (such as the Southwest), when it does rain, heavy downpours will be more common.

Extreme Cold

- The length of the frost-free season, and the corresponding growing season, has been increasing since the 1980s, with the largest increases occurring in the western United States.

Climate change can also have numerous general impacts on human health (see Figure 3.5).

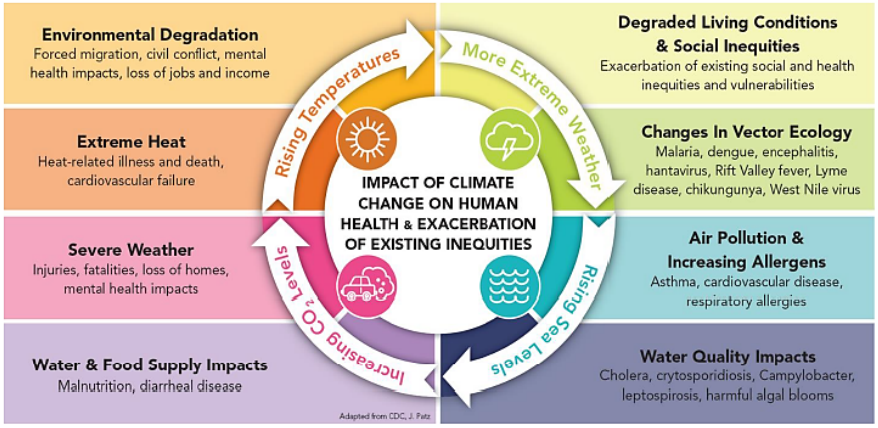


Figure 3.5: Human Health Impacts from Climate Change
Source: U.S. Center for Disease Control and Prevention

INDICATORS OF CLIMATE CHANGE IN CALIFORNIA

According to the California Natural Resource Agency (CNRA), climate change is already affecting California and is projected to continue to do so well into the foreseeable future. Current and projected changes include increased temperatures, sea level rise, a reduced winter snowpack, altered precipitation patterns, and more frequent storm events. Over the long term, reducing greenhouse gases can help make these changes less severe, but the changes cannot be avoided entirely. Unavoidable climate impacts result in a variety of secondary consequences including detrimental impacts on human health and safety, economic continuity, ecosystem

integrity and provision of basic services. Climate change is being profiled in the 2023 Marin County Hazard Mitigation Plan as a standalone hazard while addressing each of the other natural hazards. Marin County is considering climate change issues when identifying future mitigation actions.

California is experiencing a climate crisis that is increasingly taking a toll on the health and well-being of its people and on its unique and diverse ecosystems. Every Californian has suffered from the effects of record high temperatures, dry winters, prolonged drought, and proliferating wildfires in recent years. California's biodiversity is threatened as alterations to habitat conditions brought about by a changing climate are occurring at a pace that could overwhelm the ability of plant and animal species to adapt.

The California Office of Environmental Health Hazard Assessment (OEHHA) found the following indicators of climate change in California in a 2022 report[3]:

- Since 1895, annual average air temperatures in California have increased by about 2.5 degrees Fahrenheit (°F). Warming occurred at a faster rate beginning in the 1980s.
- Recent years have been especially warm: Eight of the ten warmest years on record occurred between 2012 and 2022; 2014 was the warmest year on record.
- Of all the Western states, California endured the hottest temperatures for the longest time, driving the average statewide temperature to the second warmest over the past 128 years.
- Extreme heat ranks among the deadliest of all climate-driven hazards in California, with physical, social, political, and economic factors effecting the capacity of individuals, workers, and communities to adapt, and with the most severe impacts often on communities who experience the greatest social and health inequities.
- Glaciers have essentially disappeared from the Trinity Alps in Northern California
- In 2020, wildfire smoke plumes were present in each county for at least 46 days.
- The 2022 fire season saw more fires than the previous fire season along with continued extreme drought and heat conditions.
- The drought, begun in 2019, was the third statewide drought declared in California since 2000.
- This drought has been marked by extreme swings; the state received record-breaking amounts of precipitation in October and December 2021 that were offset by the driest January, February, and March 2022 dating back more than 100 years. The year 2023 opened with California simultaneously managing both drought and flood emergencies.
- A series of storms in late December 2022 and early January 2023 broke rural levees, disrupted power, flooded roads, downed trees, and eroded coastal land.
- Sea level rise accelerates coastal erosion, worsens coastal flooding during large storms and peak tidal events, and impacts important infrastructure positioned along our state's 1,100-mile coast.
- The western drought which impacted all of California and the western United States was nearly lifted due to unseasonably heavy rains in late 2022 and early 2023.

[3] 2022 Report: Indicators of Climate Change in California. https://oehha.ca.gov/climate-change/epic-2022

The graph below shows the relative change, in millimeters, in sea levels at Crescent City (1933-2020), San Francisco (1900-2020), and La Jolla (1925-2020) as a result of climate change:

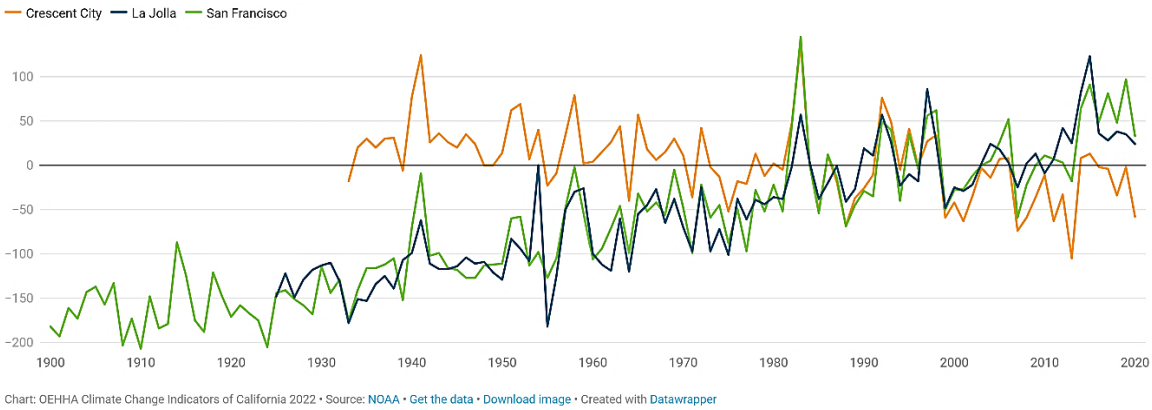


Figure 3.6: Annual Mean Sea Level Trends
Source: 2022 Report: Indicators of Climate Change in California | OEHHA

The impact of climate change in California varies across the state due to diversity in biophysical setting, climate, and jurisdictional characteristics. The California Adaptation Planning Guide organized the state into climate impact regions based on county boundaries in combination with projected climate impacts, existing environmental settings, socioeconomic factors, and regional designations and organizations (see Figure 3.7).

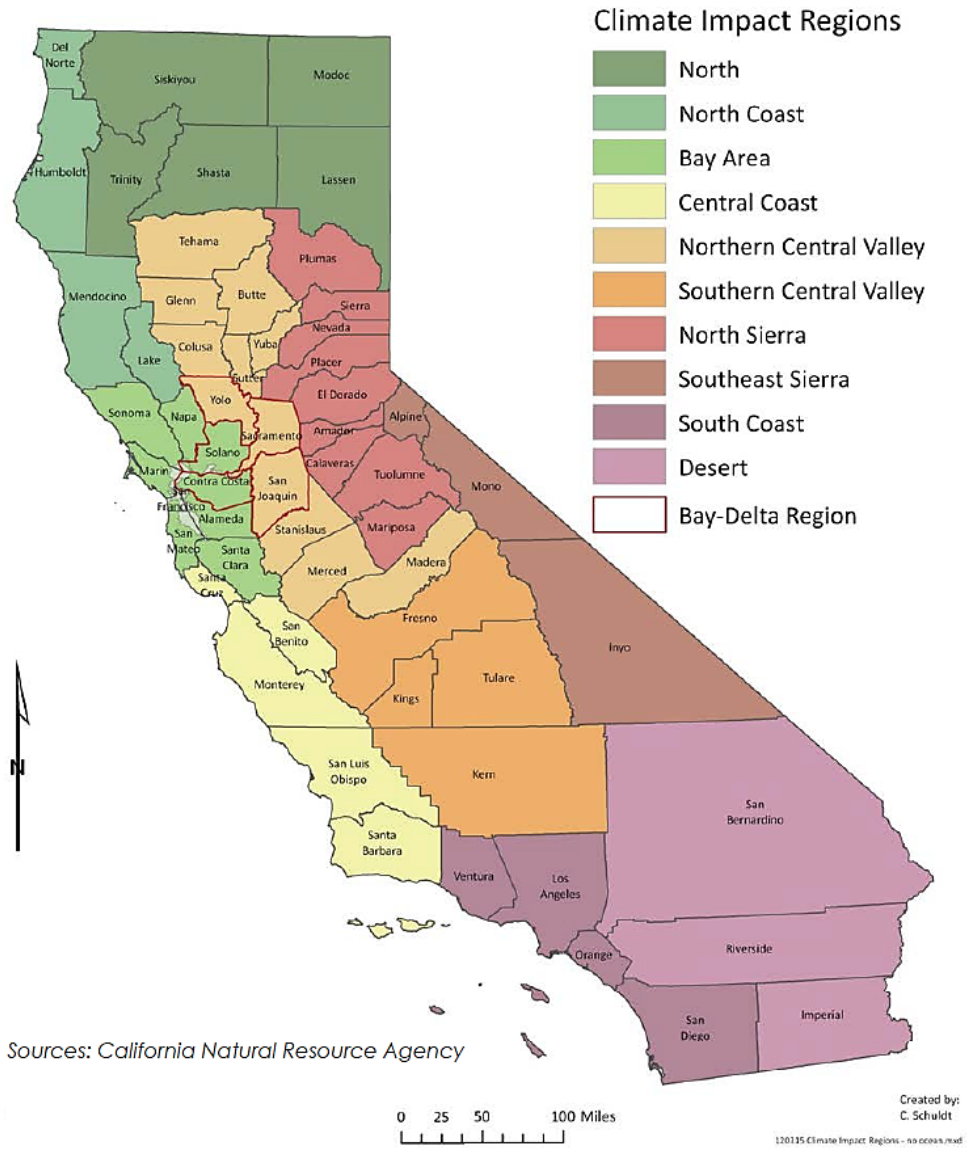


Figure 3.7: California Climate Impact Regions
Source: California Adaptiation Planning Guide

CLIMATE CHANGE IN THE MARIN COUNTY OPERATIONAL AREA

Climate change is already having significant impacts across California and the Marin County OA. Temperatures are warming, heat waves are more frequent, seas are rising and precipitation has become increasingly variable. Climate change will continue to alter Marin County OA ecosystems as a result of rising temperatures, changes in precipitation, and sea level rise, which will increase the severity and occurrence of natural hazards across the Marin County OA well into the future. Coastal cooling processes that keep temperatures down, such as fog, will continue to decrease. Rising temperatures will exacerbate drought conditions and raise the potential for significant wildfires and associated smoke as vegetation becomes drier and tree mortality increases. Forested woodlands that play a major role in carbon reduction will gradually transition into chaparral and shrublands. There will be more extreme storms and

weather events, including expanded heat waves and increased rain events with changes in precipitation, placing increased strain on levees and dams across the Marin County OA. Significant rain events will lead to an increase in flooding and the potential for severe landslides. Shoreline communities will become inundated with sea level rise, storm surge, high tide events, and potential tsunamis. Marshlands and wetlands that act as natural storm barriers will disappear as they transition into open water.

Notable impacts from climate change that are already evident in the Marin County OA and surrounding region as identified in a 2020 Marin County Civil Grand Jury Report include:

- From 1895-2018, the average temperature in Marin County increased by 2.3 degrees Fahrenheit.
- Over the past century, sea level rise in the San Francisco Bay Area rose by eight inches and has accelerated rapidly since 2011.
- The threat of wildfires in 2019 was so severe that Pacific Gas and Electric shut off electric power to the County for multiple days.

Climate change will continue to affect homes, businesses, infrastructure, utilities, transportation systems and agriculture across the Marin County OA. The risk to socially vulnerable populations will increase as they feel the immediate impacts of climate change more significantly and are less able to adapt to climate changes and recover from its impacts.

The Marin County OA has adopted numerous planning initiatives and mitigation measures to help combat the effects of climate change across the OA. The Marin Climate Energy Partnership (MCEP), which is a partnership program including numerous Marin County jurisdictions, the County of Marin, and regional agencies, adopted a model Climate Action Plan (CAP) that is intended to support countywide strategic efforts and is currently being used to update or establish climate action plans for additional jurisdictions within Marin County. The adopted Climate Action Plan serves as the adopted plan for the unincorporated County, which was completed in 2020. The MCEP also collects data and reports on progress in meeting each County jurisdictions' individual greenhouse gas emission targets. In October 2022, the County published the Greenhouse Gas Inventory for Unincorporated Community Emissions for the Year 2020. Marin County OA jurisdictions have already met their greenhouse reduction goals for 2020 and are about halfway to meeting the statewide goal to reduce emissions 40% below 1990 levels by the year 2030. Marin County also formed a Sea Level Marin Adaptation Response Team in 2018 and had a Sea Level Rise Vulnerability Assessment and associated Adaptation Report completed for the County and each of its jurisdictions in 2017 as part of their Bay Waterfront Adaptation and Vulnerability Evaluation. Additional Marin County OA climate change mitigation programs and initiatives include Marin Clean Energy, Electrify Marin, the Marin Solar Project, the Marin Energy Watch Partnership, Resilient Neighborhoods, and Drawdown: Marin.

3.2.2 Participating Jurisdiction Hazard Assessment

Each Marin County OA MJHMP participating jurisdiction and organization reviewed and approved the Top Hazards identified by the Planning Team. Each participating jurisdiction and organization then completed a more complex assessment tool to further develop their hazard assessment and prioritization. The completed Hazard Risk Assessment Tables are located in the Section 2.0: Hazard Identification and Risk Assessment of the Jurisdictional or Special District Annex Profile.

The planning process used the available FEMA tools to evaluate all the possible threats faced. The primary tool selected was the Hazard Risk Assessment and Prioritization Tool. This matrix allowed the participating jurisdiction or organization to assess their own level of vulnerability and mitigation capability. Each participating Jurisdiction and organization assessed the top hazards for:

- Probability/Likelihood of future events or frequency
- Geographic Extent
- Impact to property, resources, and humans
- Magnitude/Severity
- Significance
- Climate Change Influence
- Mitigation capacity

Through the threat analysis process, the most probable, frequent and devastating threats to Marin County were identified. Other threats not identified in this plan, that could potentially affect Marin County, are identified and addressed in other plans such as the County Emergency Operations Plan, functional annexes, operational response plans, and various policies and procedures.

3.3 Hazard Risk Assessment

3.3.1 Dam Failure

Dams are manmade structures built for a variety of uses including flood protection, power generation, agriculture, water supply, and recreation. When dams are constructed for flood protection, they are usually engineered to withstand a flood with a computed risk of occurrence. For example, a dam may be designed to contain a flood at a location on a stream that has a certain probability of occurring in any one year. If prolonged periods of rainfall and flooding occur that exceed the design requirements, that structure may be overtopped and fail. Overtopping is the primary cause of earthen dam failure in the United States.

Dam failure is the uncontrolled release of impounded water from behind a dam. Flooding, earthquakes, blockages, landslides, lack of maintenance, improper operation, poor construction, vandalism, and terrorism can all cause a dam to fail. Dam failure causes downstream flooding that can affect life and property. Dam failures can result from any one or a combination of the following causes:

- Earthquake
- Inadequate spillway capacity resulting in excess overtopping flows
- Internal erosion caused by embankment or foundation leakage, or piping or rodent activity
- Improper design
- Improper maintenance
- Negligent operation
- Failure of upstream dams on the same waterway

Water released by a failed dam generates tremendous energy and can cause a flood that is catastrophic to life and property. A catastrophic dam failure could challenge local response

capabilities and require evacuations to save lives. Impacts to life safety will depend on the warning time and the resources available to notify and evacuate the public. Major loss of life could result as well as potentially catastrophic effects to roads, bridges, healthcare facilities, schools, homes, and hazardous materials storage facilities. Electric generating facilities and transmission lines could also be damaged and affect life support systems in communities outside the immediate hazard area. Associated water supply, water quality and health concerns could also be an issue. Factors that influence the potential severity of a full or partial dam failure are the amount of water impounded; the density, type, and value of development and infrastructure located downstream; and the speed of failure.

In general, there are three types of dams: concrete arch or hydraulic fill, earth and rockfill, and concrete gravity. Each type of dam has different failure characteristics. A concrete arch or hydraulic fill dam can fail almost instantaneously, where the flood wave builds up rapidly to a peak then gradually declines. An earth-rockfill dam fails gradually due to erosion of the breach, where a flood wave will build gradually to a peak and then decline until the reservoir is empty. A concrete gravity dam can fail instantaneously or gradually with a corresponding buildup and decline of the flood wave.

The California Department of Water Resources (DWR) Division of Safety of Dams (DSOD) has jurisdiction over impoundments that meet certain capacity and height criteria. Embankments that are less than six feet high and impoundments that can store less than 15 acre-feet are non-jurisdictional. Additionally, dams that are less than 25 feet high can impound up to 50 acre-feet without being jurisdictional. The Cal DWR DSOD assigns hazard ratings to large dams within the State. The following two factors are considered when assigning hazard ratings: existing land use and land use controls (zoning) downstream of the dam. Dams are classified in three categories that identify the potential hazard to life and property:

- **High hazard** indicates that a failure would most probably result in the loss of life.
- **Significant hazard** indicates that a failure could result in appreciable property damage.
- **Low hazard** indicates that failure would result in only minimal property damage and loss of life is unlikely.

Since 1929, the state has supervised all non-federal dams in California to prevent failure for the purpose of safeguarding life and protecting property. Supervision is carried out through the state's Dam Safety Program under the jurisdiction of DWR. The legislation requiring state supervision was passed in response to the St. Francis Dam failure and concerns about the potential risks to the general populace from a number of water storage dams. The law requires:

Examination and approval or repair of dams completed prior to August 14, 1929, the effective date of the statute.
Approval of plans and specifications for and supervision of construction of new dams and the enlargement, alteration, repair, or removal of existing dams.
Supervision of maintenance and operation of all dams under the state's jurisdiction.

The 1963 failure of the Baldwin Hills Dam in Southern California led the Legislature to amend the California Water Code to include within state jurisdiction both new and existing off-stream storage facilities.

Dams and reservoirs subject to state supervision are defined in California Water Code §6002 through §6004, with exemptions defined in §6004 and §6025. In administering the Dam Safety Program, DWR must comply with the provisions of the California Environmental Quality Act (CEQA). As such, all formal dam approval and revocation actions must be preceded by appropriate environmental documentation.

In 1972, Congress moved to reduce the hazards from the 28,000 non-federal dams in the country by passing Public Law 92-367, the National Dam Inspection Act. With the passage of this law, Congress authorized the U.S. Army Corps of Engineers (USACE) to inventory dams located in the United States. The action was spurred by two disastrous earthen dam failures during the year, in West Virginia and South Dakota, that caused a total of 300 deaths.

The Water Resources Development Act of 1986 (P.L 99-662) authorized USACE to maintain and periodically publish an updated National Inventory of Dams (NID). The Water Resources Development Act of 1996 (P.L. 104-303), Section 215, re-authorized periodic updates of the NID by USACE.

Location and Previous Occurrences

Reservoirs for water supply and the dams that impound them are integral parts of the municipal infrastructure in Marin County. Unlike most other counties in California, Marin does not import or export water through the Central Valley State and Federal water projects. The Marin Municipal Water District (MMWD) and the North Marin Municipal Water District (NMWD) operate and maintain eight major dams for municipal water supplies within their jurisdictions (see Table 3.7) MMWD dams include Alpine Dam, Bon Tempe Dam, Lagunitas Dam, Phoenix Dam, Peters Dam (Kent Lake), Nicasio Dam, and Soulajule Dam. NMWD maintains and operates one dam at Stafford Lake on Novato Creek for its smaller service area. None of these reservoirs generate hydroelectricity nor are they actively managed for downstream flood control.

The California Water Code entrusts dam safety regulatory power to the California Department of Water Resources (DWR), Division of Safety of Dams (DSOD). Dams greater than 6-feet in height and impounding 50 acre feet or more of water, and dams greater than 25-feet in height and impounding more than 15 acre-feet of water are subject to DSOD jurisdiction. According to the California water code, owners of regulated dams are responsible for emergency preparedness with regard to potential loss of life or property. All regulated dams are inspected by DSOD annually. MMWD inspection reports are available on their website. As of 2017 DSOD classifies the public safety risk of all jurisdictional dams.

Dam locations of high, significant, and low hazard dams that may affect the Marin County OA are shown in Figure 3.10.

Table 3.7 shows dams in Marin County that could impact the OA.

Table 3.7: Hazard Ranked Dams in Marin County with Potential to Impact to the OA

Dam Name/ Dam Number	Hazard Class	Latitude	Longitude	Nearest City/ Distance	Population At Risk	Capacity (acre-feet)	Dam Height	Dam Owner
Alpine 33-0	**High**	37.94	-122.64	Stinson Beach, CA 2.76 miles	10 - 100	8,892	143	Marin Municipal Water District
Big Rock Ranch 437-0	**High**	38.05	-122.63		> 1,000	91	45	Lucasfilm, LTD
Bon Tempe 33-6	**High**	37.96	-122.61	Fairfax, CA 2.49 miles	100 – 1,000	4,300	98	Marin Municipal Water District
Lagunitas 33-2	**Significant**	37.95	-122.60	Kentfield, CA 2.14 miles	100 – 1,000	341	48	Marin Municipal Water District
Novato Creek/ Stafford Lake 88-0	**Extremely High**	38.12	-122.64	Novato, CA 3.76 miles	10 - 100	140	76	North Marin County Water District
Peters 33-7	**High**	38.00	-122.70	Lagunitas, CA 1.00 miles	0	32,900	320	Marin Municipal Water District
Phoenix Lake 33-3	**High**	37.96	-122.58	Kentfield, CA 1.01 miles	10 - 100	612	90	Marin Municipal Water District
Seeger 33-8	**High**	38.08	-122.76		1 - 10	22,400	115	Marin Municipal Water District
Soulajule 33-9	**High**	38.15	-122.78	Inverness, CA 5.26 miles	1 - 10	10,700	122	Marin Municipal Water District
Vonsen 430-0	**High**	38.18	-122.68	Sheep Ranch 6 miles	10 - 100	70	35	Private Property

Table 3.7: Hazard Ranked Dams in Marin County with Potential to Impact to the OA
Source: California Department of Water Resources, Division of Safety of Dams

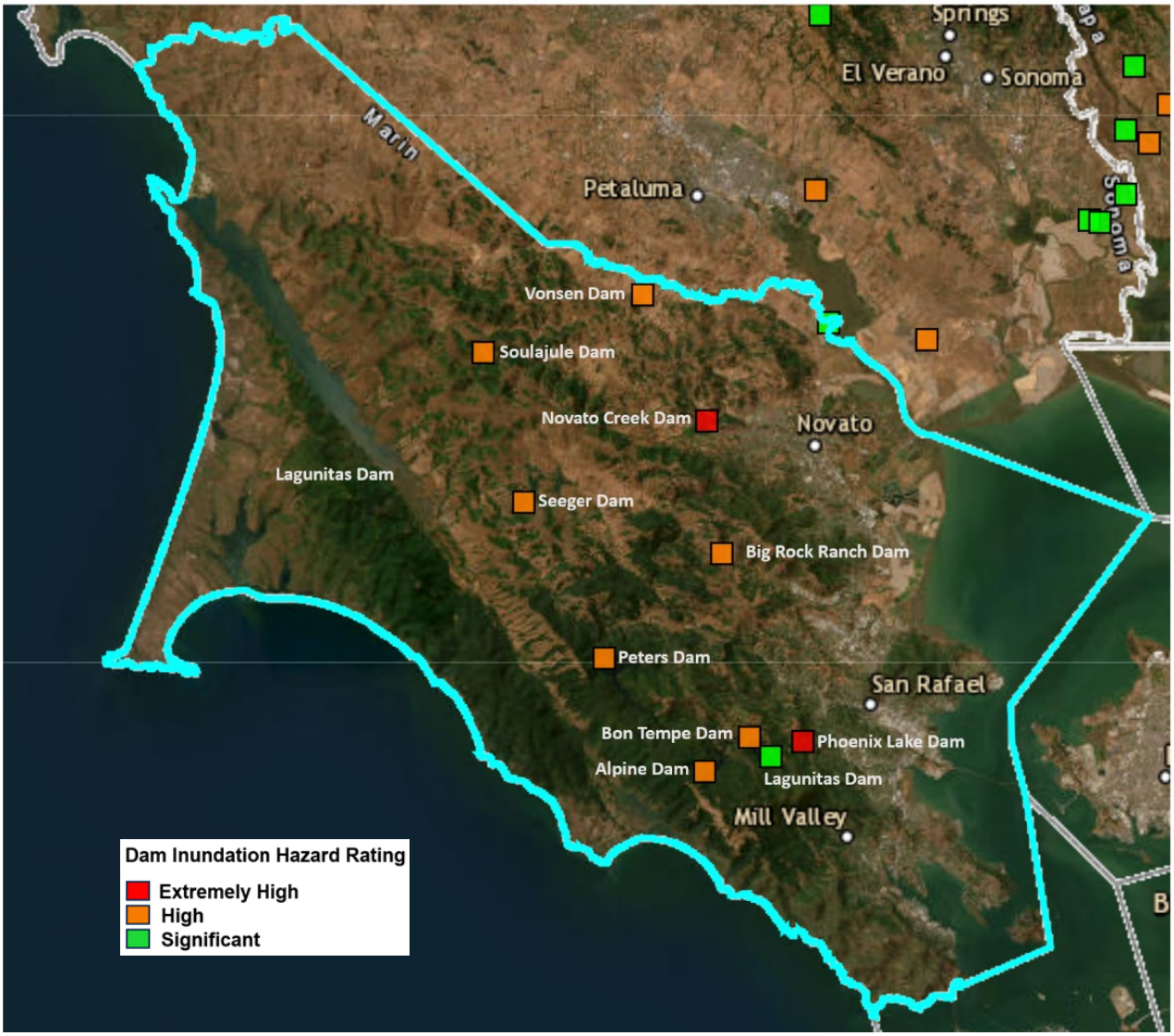


Figure 3.8: Dams in and around the Marin County OA
Source: Cal OES, Department of Water Resources, DSOD, 11/27/23

Figure 3.9 illustrates the Dam Failure risk to Marin County.

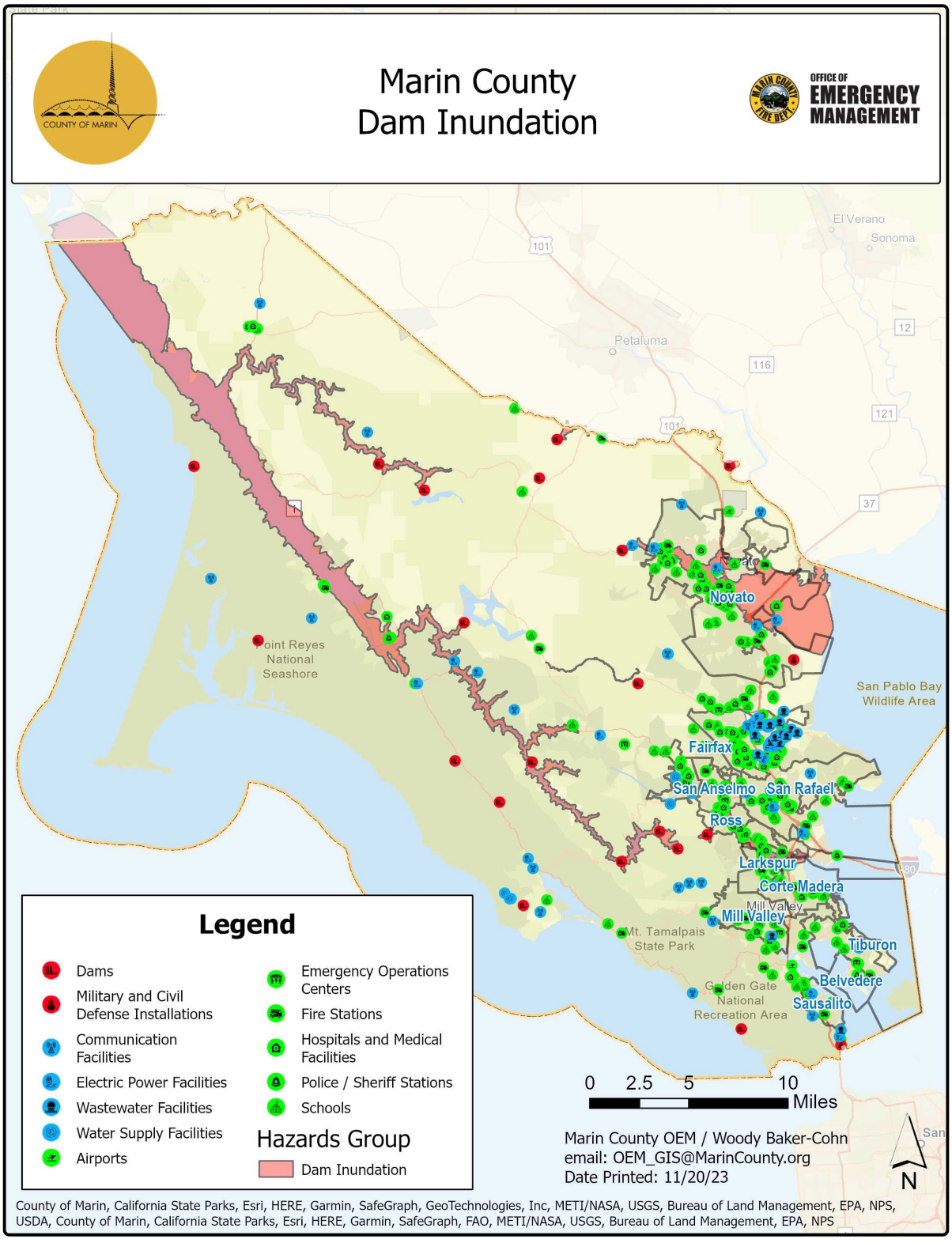


Figure 3.9: Marin County Dam Inundation Susceptibility to Critical Facilities
Source: Marin County OEM

California has had about 45 failures of non-federal dams. The failures occurred for a variety of reasons, the most common being overtopping. Other reasons include specific shortcomings in the dams themselves or an inadequate assessment of surrounding geomorphologic characteristics.

California's first notable dam failure was in 1883 in Sierra County, while the most recent failure occurred in 1965. The most catastrophic event was the failure of William Mulholland's infamous St. Francis Dam, which failed in 1928 and killed an estimated 450 people, only slightly fewer than the 1906 San Francisco earthquake. The actual number of dead from the St. Francis Dam failure was likely substantially higher. San Francisquito Canyon, which was flooded in the event, was home to hundreds of transients and illegal immigrants who were never accounted for in the death totals.

In February 2017 California witnessed the failure of the spillway and emergency spillway at Lake Oroville leading to the evacuation of 188,000 people from the downstream inundation area. Situations like this, overtopping and erosion of a dam's face as a result of flows exceeding the capacity of spillway is another mechanism of dam failure, however reservoir inflows in the Marin County OA do not have to accommodate the volatility of melting snowpack that occurs in the Sierra Nevada foothills.

There is no record of a failure of any regulated dam located in the Marin County OA.

Impacts

Areas of Marin County could be significantly impacted by a failure of any one of its high hazard dams. Inundation maps are based on a hypothetical failure of a dam or critical appurtenant structure and the information depicted on the maps is approximate.

Phoenix Lake Dam

Failure of the Phoenix Lake Dam with Phoenix Lake at full capacity could flood about five miles along Ross Creek down to the Town of Ross, part of San Anselmo where Ross Creek meets Corte Madera Creek, along Corte Madera Creek to unincorporated Kentfield, through the edge of Larkspur and Corte Madera and out into San Pablo Bay. Inundation maps and a discussion of vulnerability for San Anselmo, Ross, Larkspur and Corte Madera can be found in their respective Annexes.

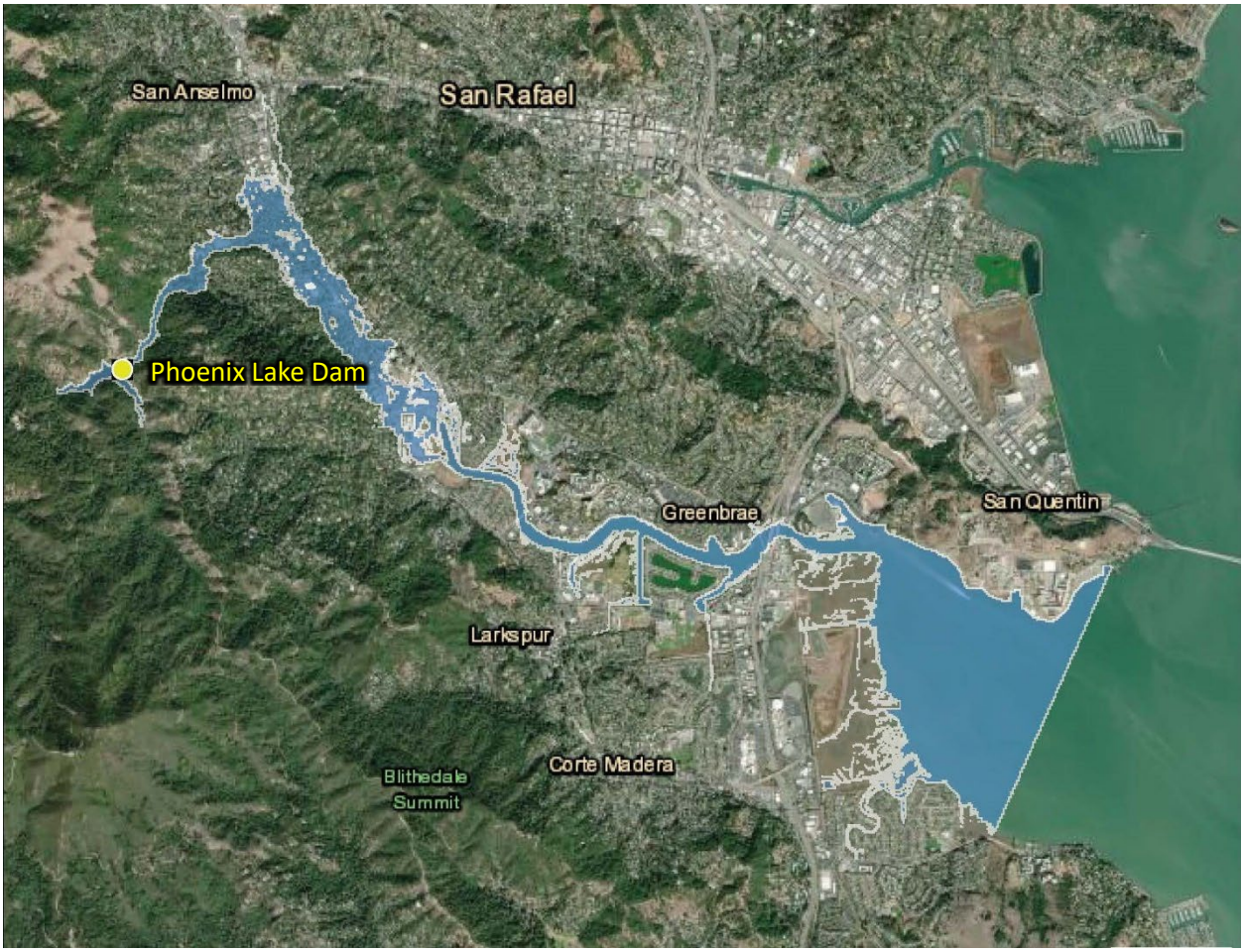


Figure 3.10: Phoenix Lake Dam Inundation Area
Source: Cal OES, Department of Water Resources, DSOD, 11/27/23

In the unlikely event of a dam failure associated with Phoenix Lake Dam, floodwaters could reach the commercial center of Kentwood in approximately half an hour, inundating it up to five feet in some areas. Sections of critical infrastructure, including Sir Francis Drake Boulevard and several medical facilities could flood as a result of this dam failure. Dozens of homes and apartment complexes, numerous commercial buildings and community facilities, the Kent Middle School, part of the College of Marin-Kentfield Campus including the College of Marin Police Department station, and the Marin County Sherriff's Office Kentfield Substation could all experience flooding.

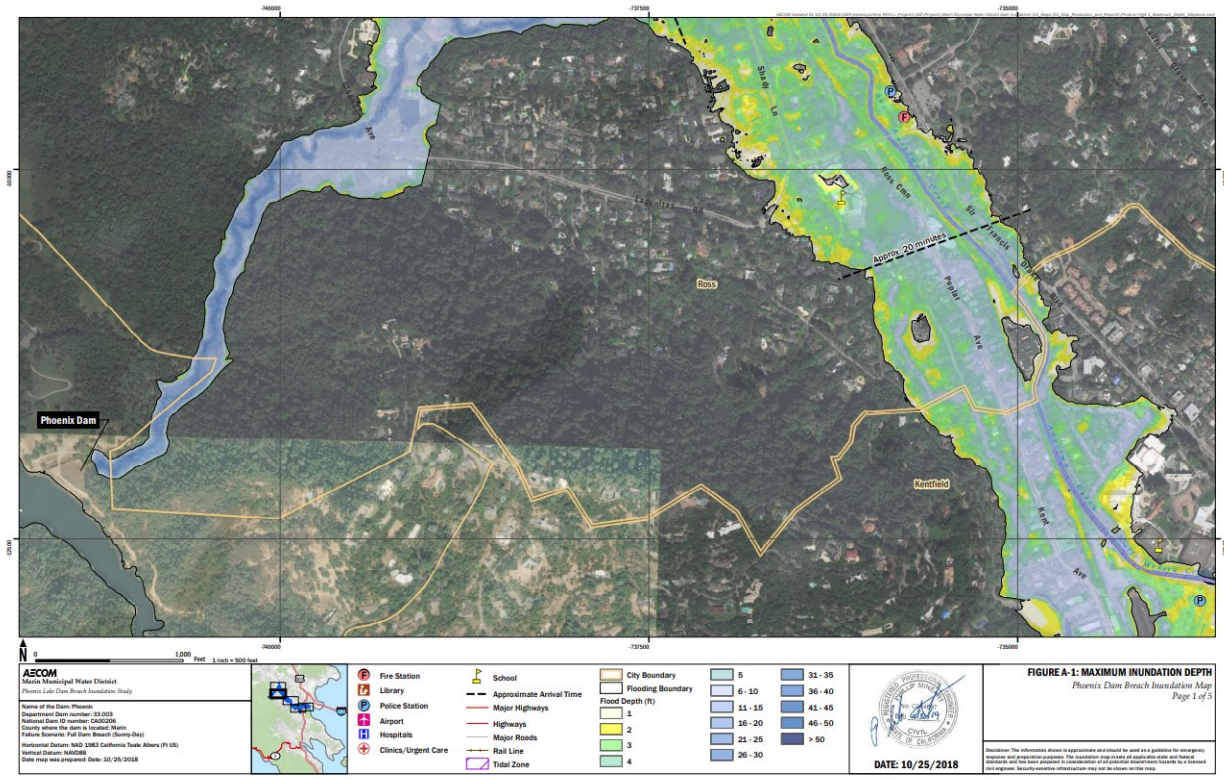


Figure 3.11: Phoenix Lake Dam Inundation Area – Kentfield North
Source: California Department of Water Resources

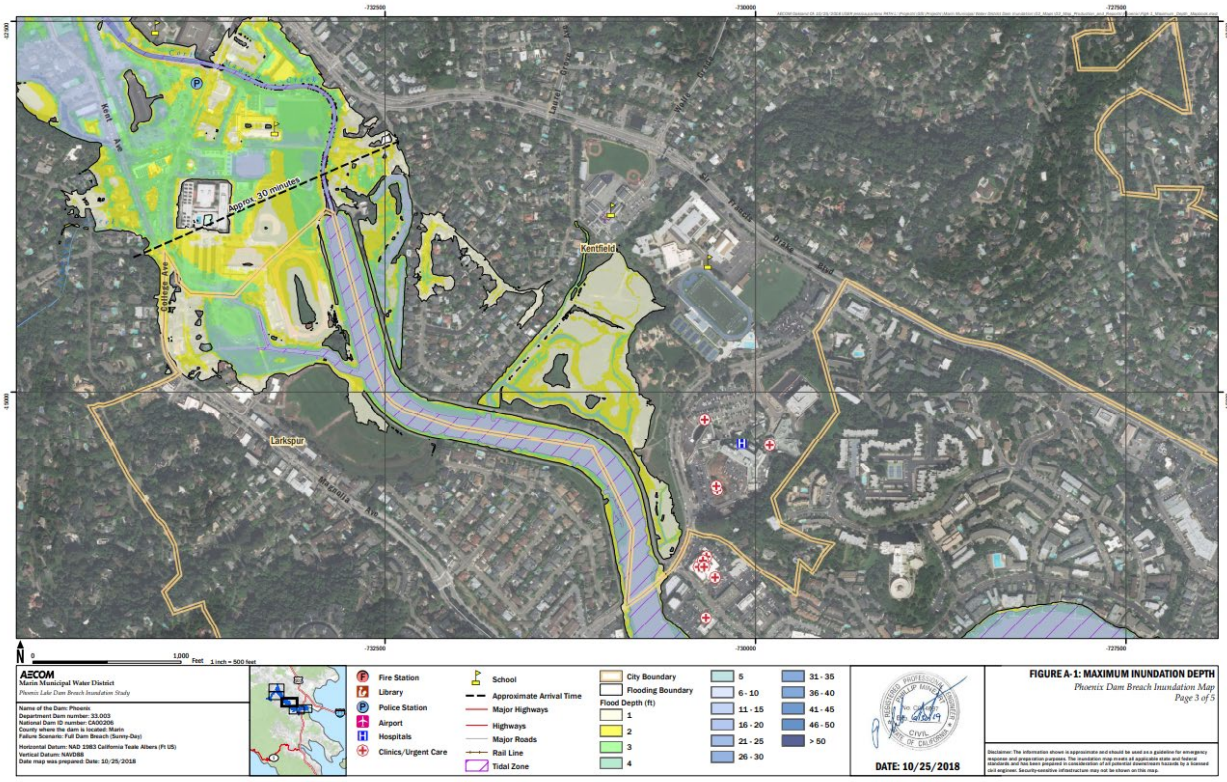


Figure 3.12: Phoenix Lake Dam Inundation Area – Kentfield South
Source: California Department of Water Resources

Novato Creek/Stafford Lake Dam

Failure of the Novato Creek Dam with Stafford Lake at full capacity would affect an area that extends approximately five miles down Novato Creek through parts of the unincorporated County and the City of Novato to San Pablo Bay at Bel Marin Keys. Inundation maps and a discussion of vulnerability for Novato can be found in Annex I.



Figure 3.13: Novato Creek/ Stafford Lake Dam Inundation Area
Source: Cal OES, Department of Water Resources, DSOD, 11/27/23

Parts of Ohair Park adjacent to the dam and along Novato Creek could be immediately inundated with up to ten feet of water. After passing through Novato, floodwaters could reach the Novato RV Park in approximately two hours and some businesses and the Novato Fire Protection District Station 62 along Atherton Avenue in the Green Point area in approximately ten to fifteen hours, inundating them in over ten feet of water. Floodwaters could reach Bel Marin Keys in ten to fifteen hours. While most homes in Bel Marin Keys should be protected from floodwaters, some homes could be flooded up to several feet. Parts of Bel Marin Keys Boulevard could become flooded in several feet of water, possibly turning Bel Marin Keys into an island temporarily. A PG&E substation at Hamilton Wetlands along with the Bel Marin Gardens Hospital could be inundated with several feet of water.

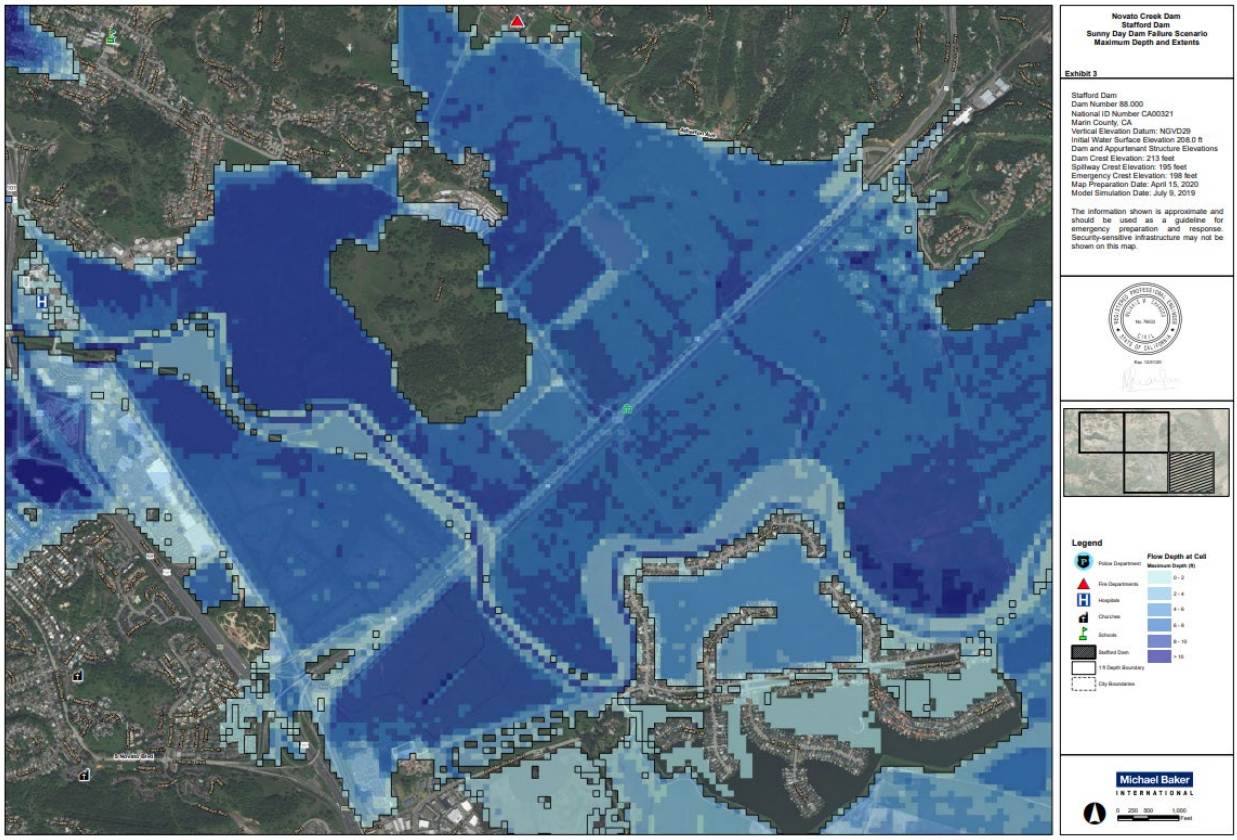


Figure 3.14: Novato Creek Dam Inundation Area – Green Point and Bel Marin Keys
Source: California Department of Water Resources

Bon Tempe Dam

Failure of the Bon Tempe Dam with Kent Lake at full capacity could result in flooding in unincorporated areas of West Marin County, stretching about 10 miles from the reservoir down to Point Reyes Station at Highway 1 and into Tomales Bay.

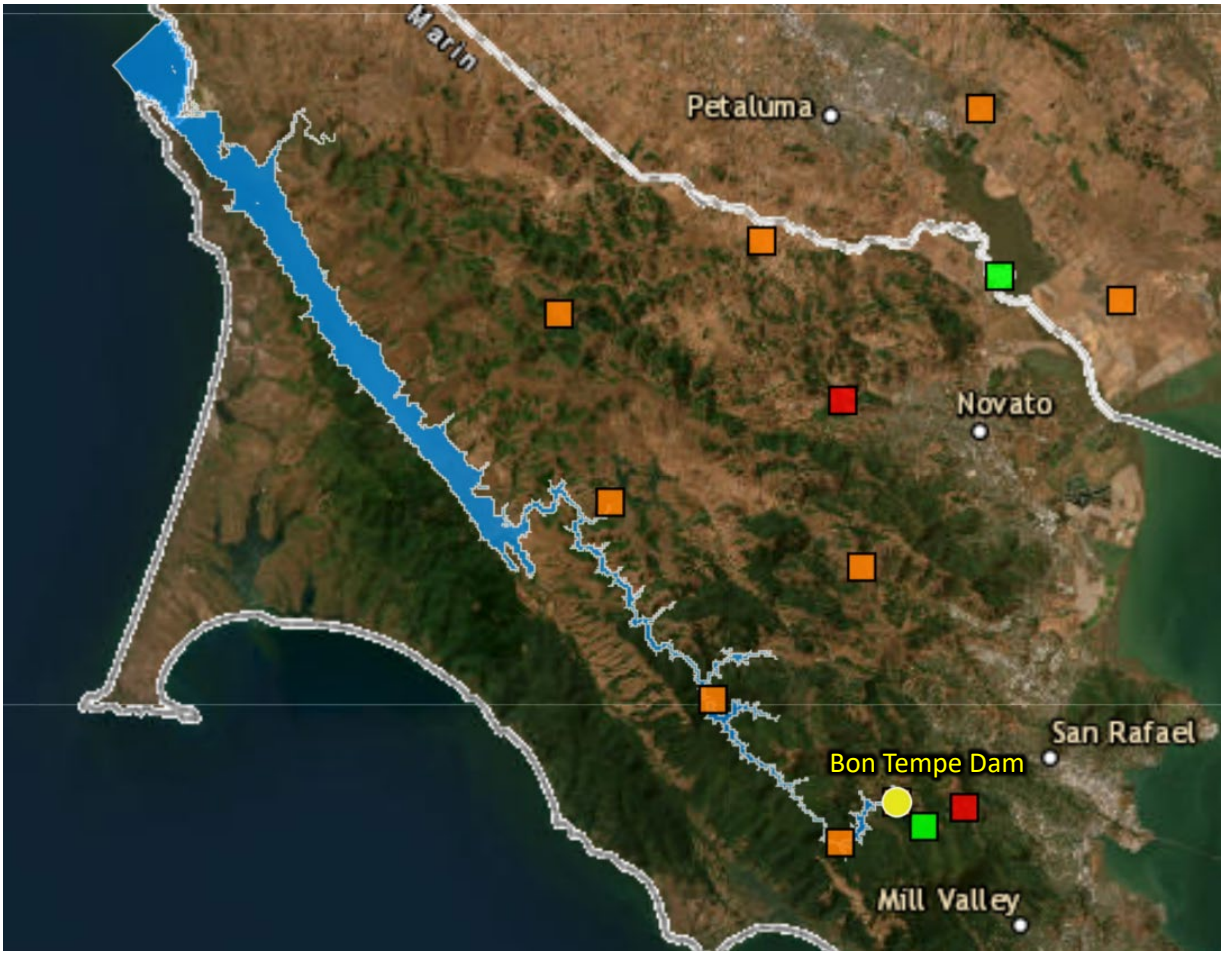


Figure 3.15: Bon Tempe Dam Inundation Area
Source: Cal OES, Department of Water Resources, DSOD, 11/27/23

On its path, floodwaters could extend up San Geromino Creek in approximately one hour, flooding dozens of homes and buildings along the creek in Lagunitas and Forest Knolls in a depth up to fifty feet in some areas. Floodwaters from the creek could extend into the western edges of San Geronimo in approximately one and half hours, impacting several shelters, the San Geronimo Valley Community the San Geronimo Valley School, and the Lagunitas School with a depth of several feet.

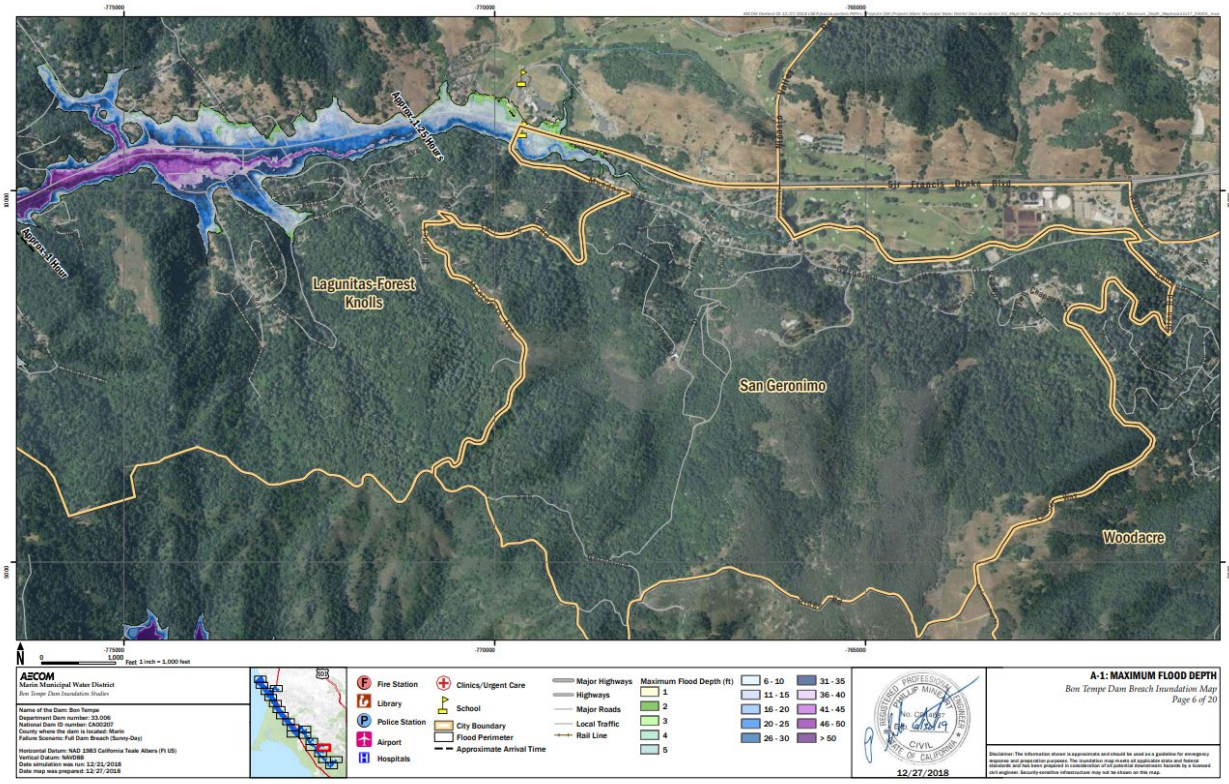


Figure 3.16: Bon Tempe Dam Inundation Area – Lagunitas-Forest Knolls-San Geronimo Area
Source: California Department of Water Resources

Further down Lagunitas Creek, water could flood parts of Samuel P. Taylor State Park including camping areas. Water could flood around five miles of Sir Francis Drake Boulevard along Lagunitas Creek and several dozen buildings along the road including the PG&E substation at Tocaloma. Floodwaters could extend down Platform Bridge Road towards Point Reyes Petaluma Road at a depth up to fifty feet in some areas. Eventually the inundation area could reach Point Reyes Station, with floodwaters extending into the southern end of the community around Highway 1 in the commercial core at a depth of several feet including the Marin County Point Reyes Fire Station, The Marin County Sherrif's Office Point Reyes Substation and the West Marin Elementary School. Floodwaters could reach up to thirty feet in some areas surrounding Point Reyes Station. Floodwaters could eventually reach Tomales Bay in approximately six hours, impacting the Tomales Bay estuary with an influx of fresh water. The unincorporated community of Inverness could experience a surge from Tomales Bay, with flooding up to several feet in residences, marinas, hotels, and other facilities along Sir Francis Drake Boulevard including the main commercial area. Inundation from Tomales Bay could also impact some homes and businesses on the east side of the Bay, including up Walker Creek and around Nick's Cove, Marshall, and Marconi in up to ten feet of water.

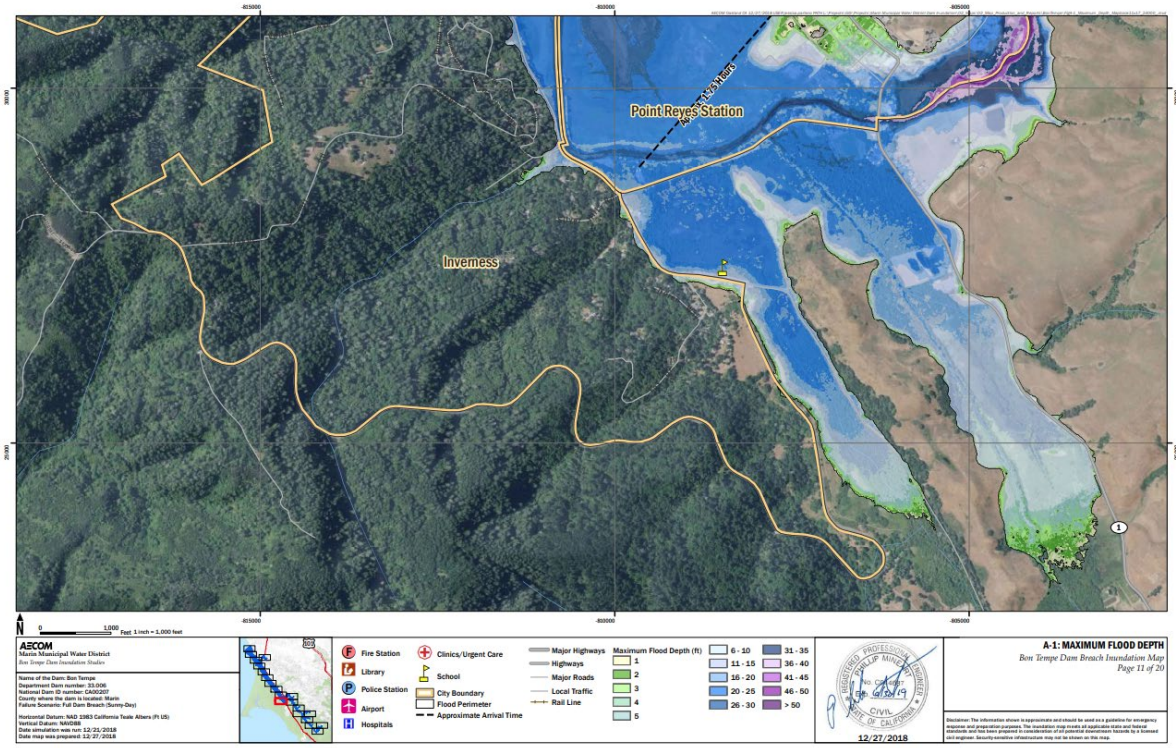


Figure 3.17: Bon Tempe Dam Inundation Area – Point Reyes Station Area South
Source: California Department of Water Resources

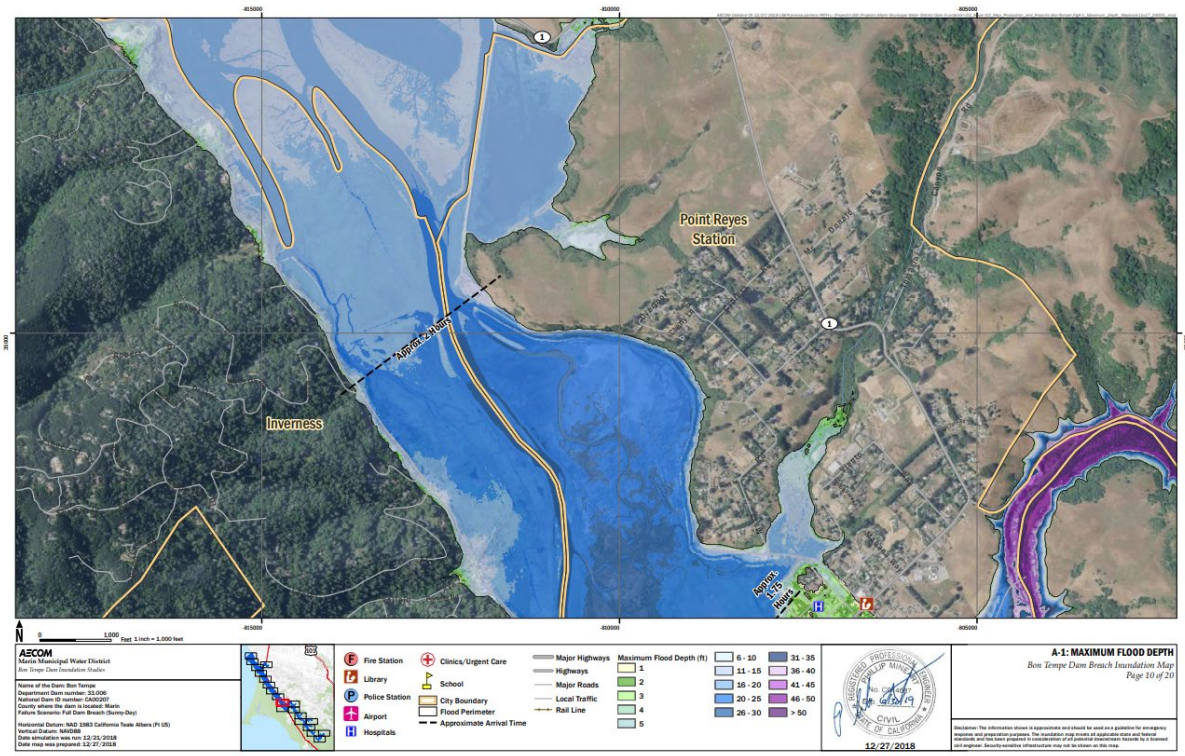


Figure 3.18: Bon Tempe Dam Inundation Area – Point Reyes Station Area North and Inverness
Source: California Department of Water Resources

Peters Dam

Failure of the Peters Dam with Kent Lake at full capacity could result in flooding in unincorporated areas of West Marin County with similar impacts as a failure of the Bon Tempe Dam but to a different extent.

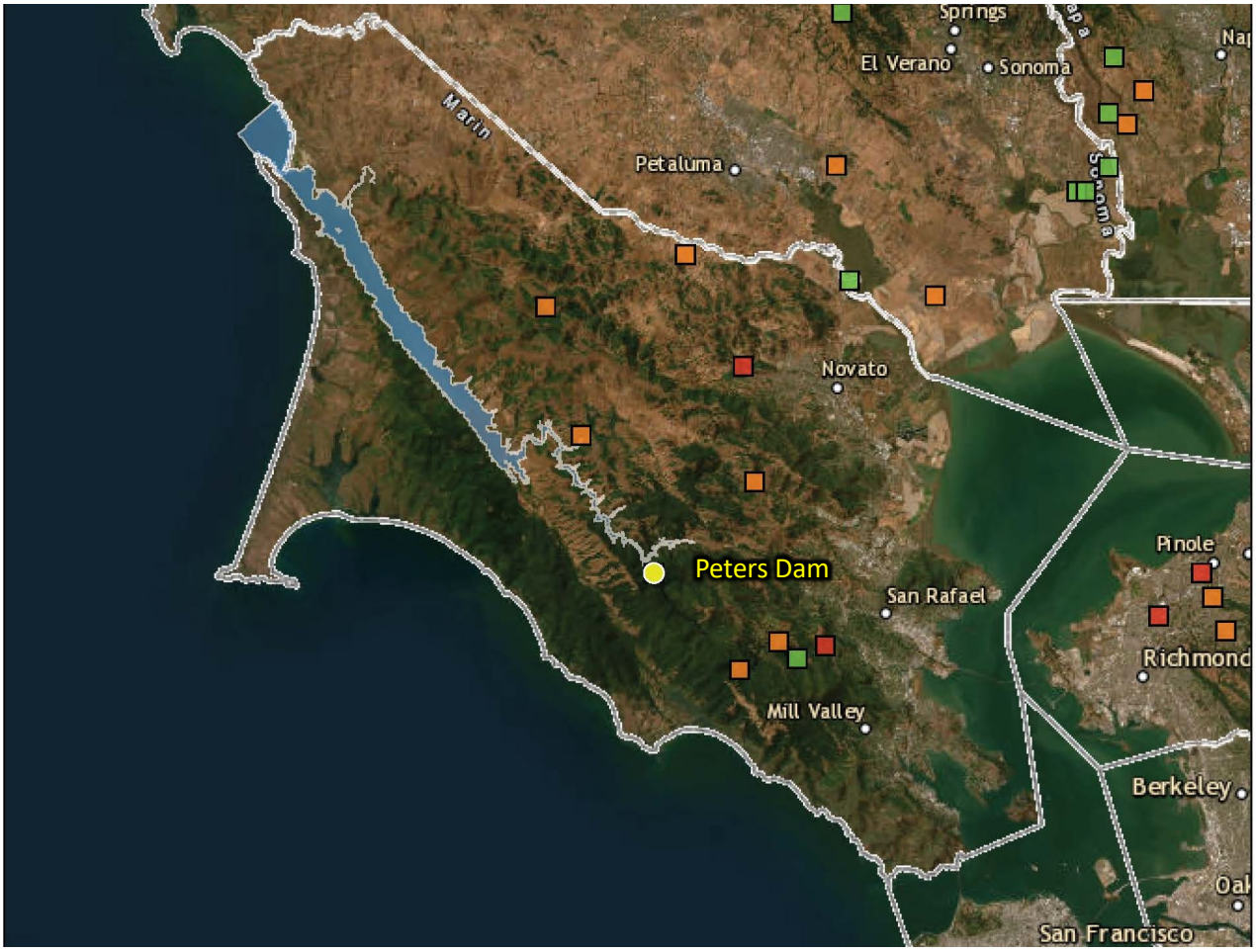


Figure 3.19: Peters Dam Inundation Area
Source: Cal OES, Department of Water Resources, DSOD, 11/27/23

While floodwaters could extend up San Geronimo Creek in approximately half an hour and flood dozens of homes in Lagunitas and Forest Knolls in a depth up to twenty feet in some areas, the floodwaters are not expected to reach San Geronimo.

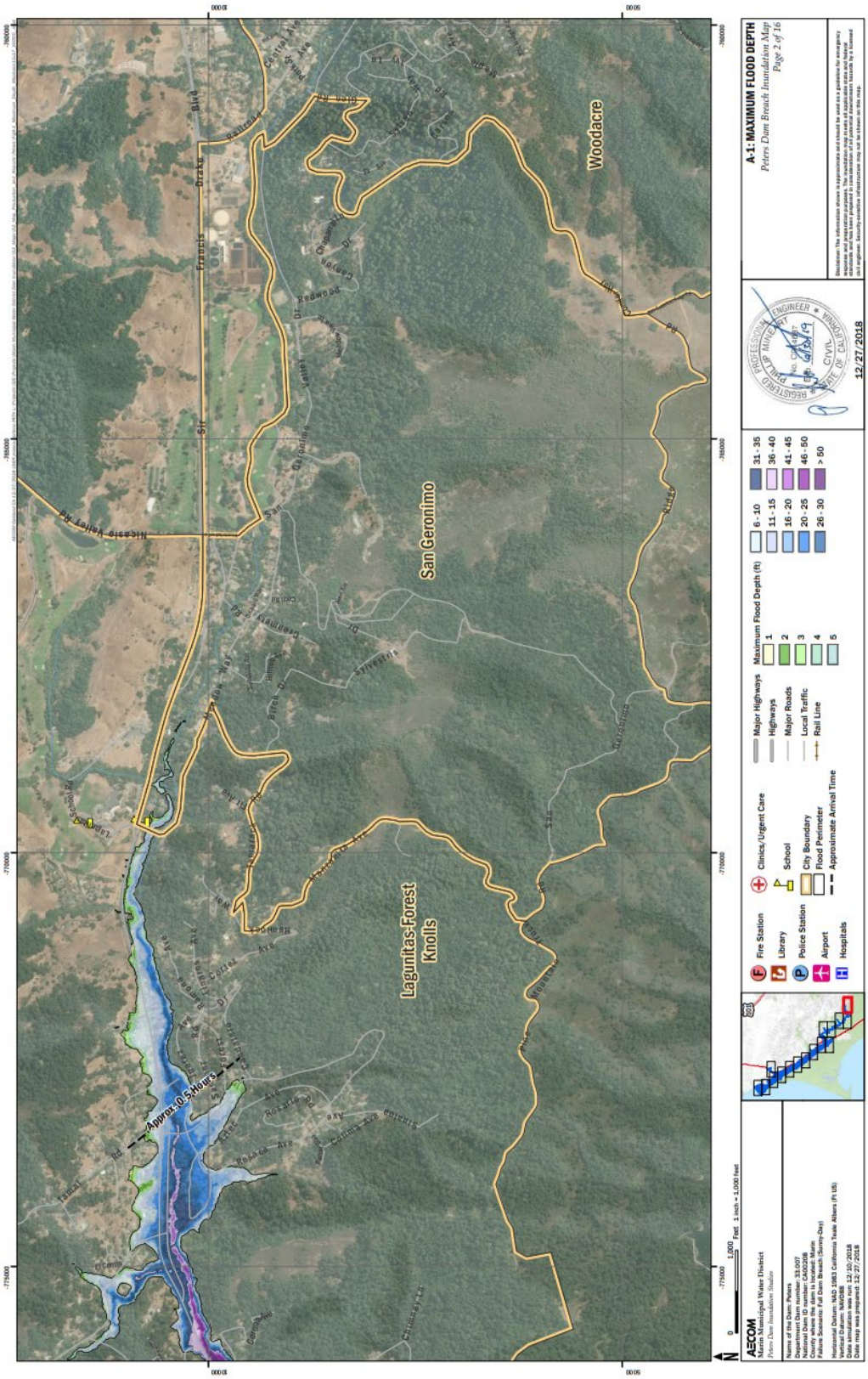


Figure 3.20: Peters Dam Inundation Area – Lagunitas-Forest Knolls Area
Source: California Department of Water Resources

Water could flood parts of Samuel P. Taylor State Park including camping areas. Water could flood around five miles of Sir Francis Drake Boulevard along Lagunitas Creek and several dozen buildings along the road to a depth of several feet. Floodwaters could extend down Platform Bridge Road towards Point Reyes Petaluma Road. Eventually the inundation area could reach Point Reyes Station at approximately one hour after dam failure. Floodwaters could extend at a depth of several feet into the southern end of the community around Highway 1 and up to thirty feet in surrounding areas but would not reach as far as with a failure of the Bon Tempe Dam. Numerous homes and businesses in the commercial core of Point Reyes Station could still be flooded. Floodwaters could eventually reach Tomales Bay in approximately an hour and a half, impacting the Tomales Bay estuary with an influx of fresh water. The unincorporated community of Inverness could experience a surge from Tomales Bay, with flooding up to several feet in residences, marinas, hotels, and other facilities along Sir Francis Drake Boulevard including the main commercial area. Inundation from Tomales Bay could also impact some homes and businesses on the east side of the Bay, including up Walker Creek and around Nick's Cove, Marshall, and Marconi in several feet of water.

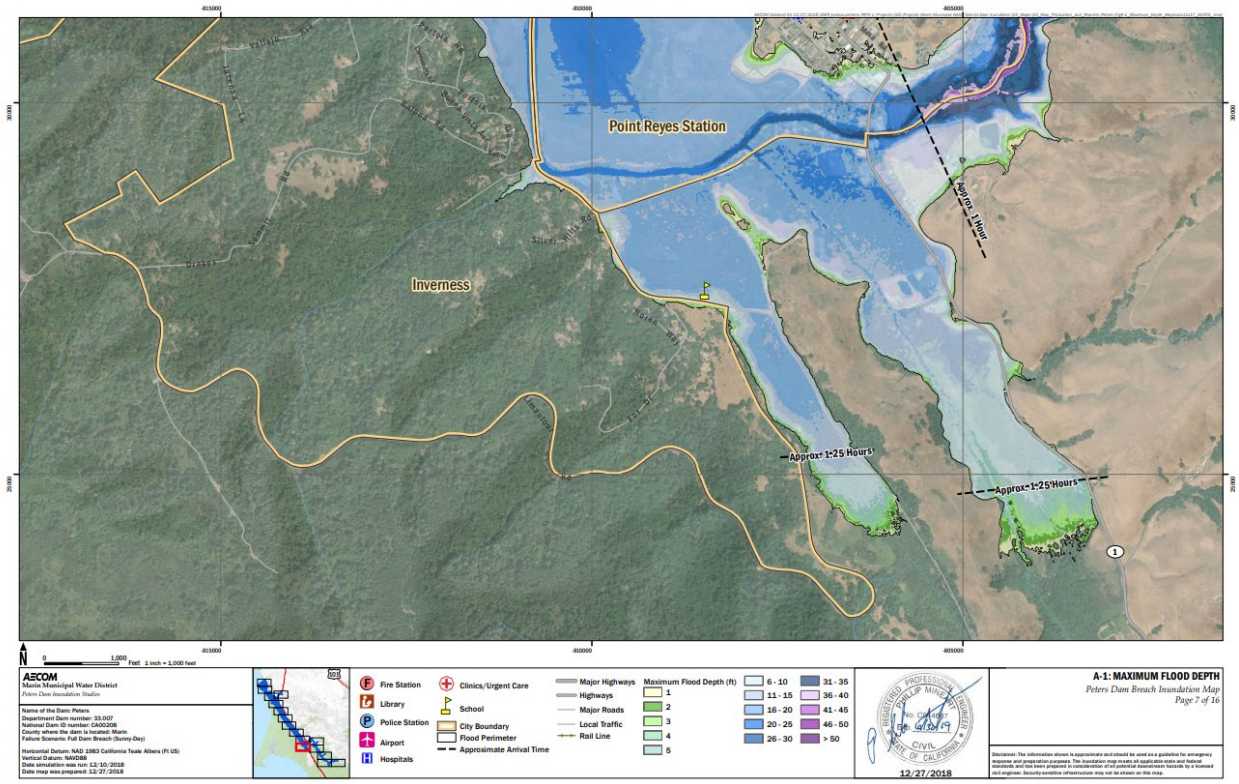


Figure 3.21: Peters Dam Inundation Area – Point Reyes Station Area
Source: California Department of Water Resources

Alpine Dam

Failure of the Alpine Dam with Alpine Lake at full capacity could result in flooding in unincorporated areas of West Marin County along a similar path as a failure of the Bon Tempe and Peters Dam but to a lesser extent.

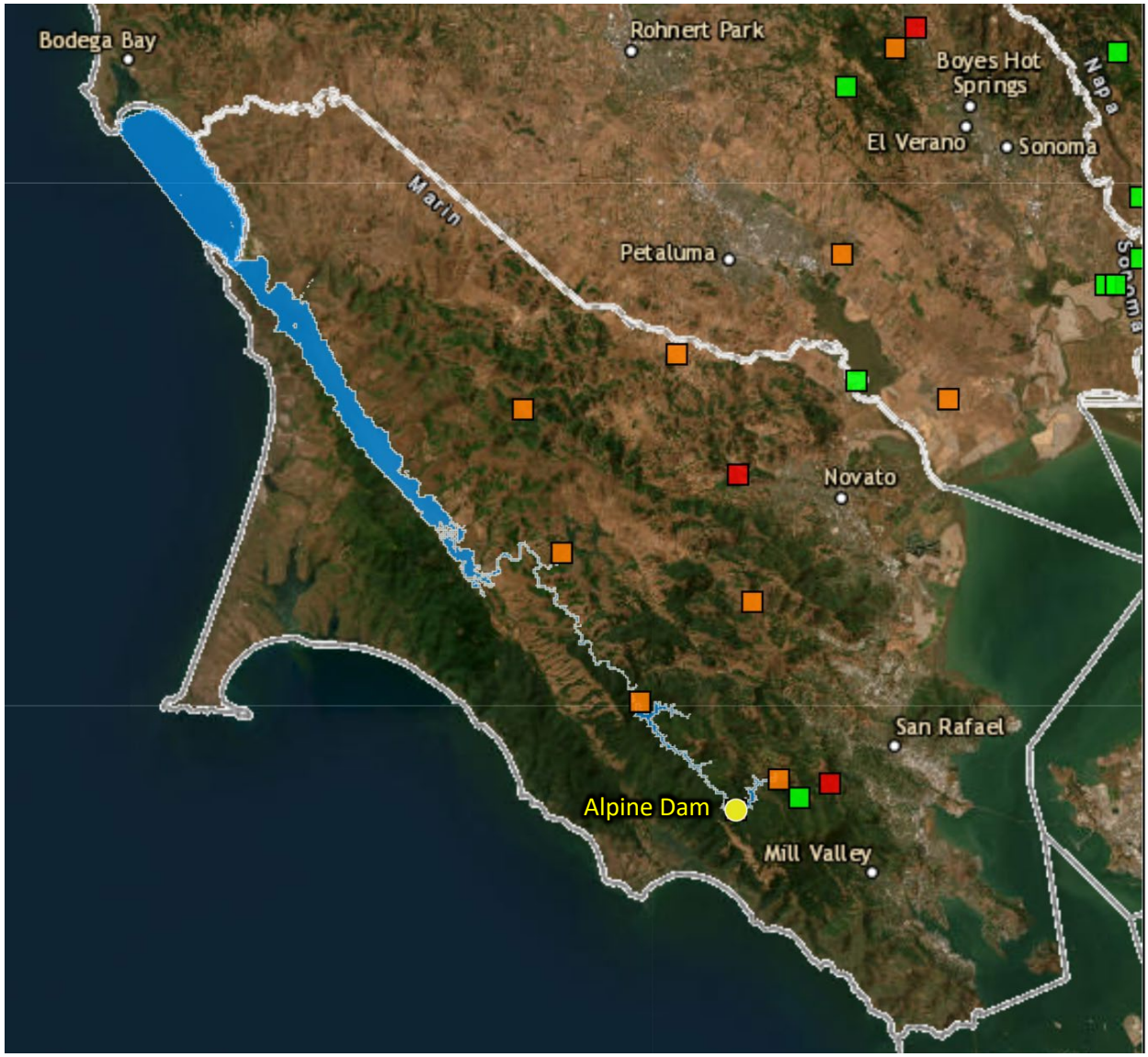


Figure 3.22: Alpine Dam Inundation Area
Source: Cal OES, Department of Water Resources, DSOD, 11/27/23

Water would not extend as far out along Lagunitas Creek and would not extend up San Geronimo Creek into Lagunitas and Forest Knolls. While a failure of the dam could still flood around five miles of Sir Francis Drake Boulevard and several dozen buildings along that road including the PG&E substation at Tocaloma, the inundation area skirts the edge of Point Reyes Station where there is less of a risk for flooding of homes and facilities than with a failure of the Bon Tempe Dam or the Peters Dam. Floodwaters could reach the Point Reyes Station area around Highway 1 in approximately four hours with a depth up to ten feet in some areas. Floodwaters could eventually reach Tomales Bay in approximately six hours, impacting the

Tomales Bay estuary with an influx of fresh water. Floodwaters are not expected to reach the community of Inverness or have any major flooding to residents and businesses along the east side of Tomales Bay.

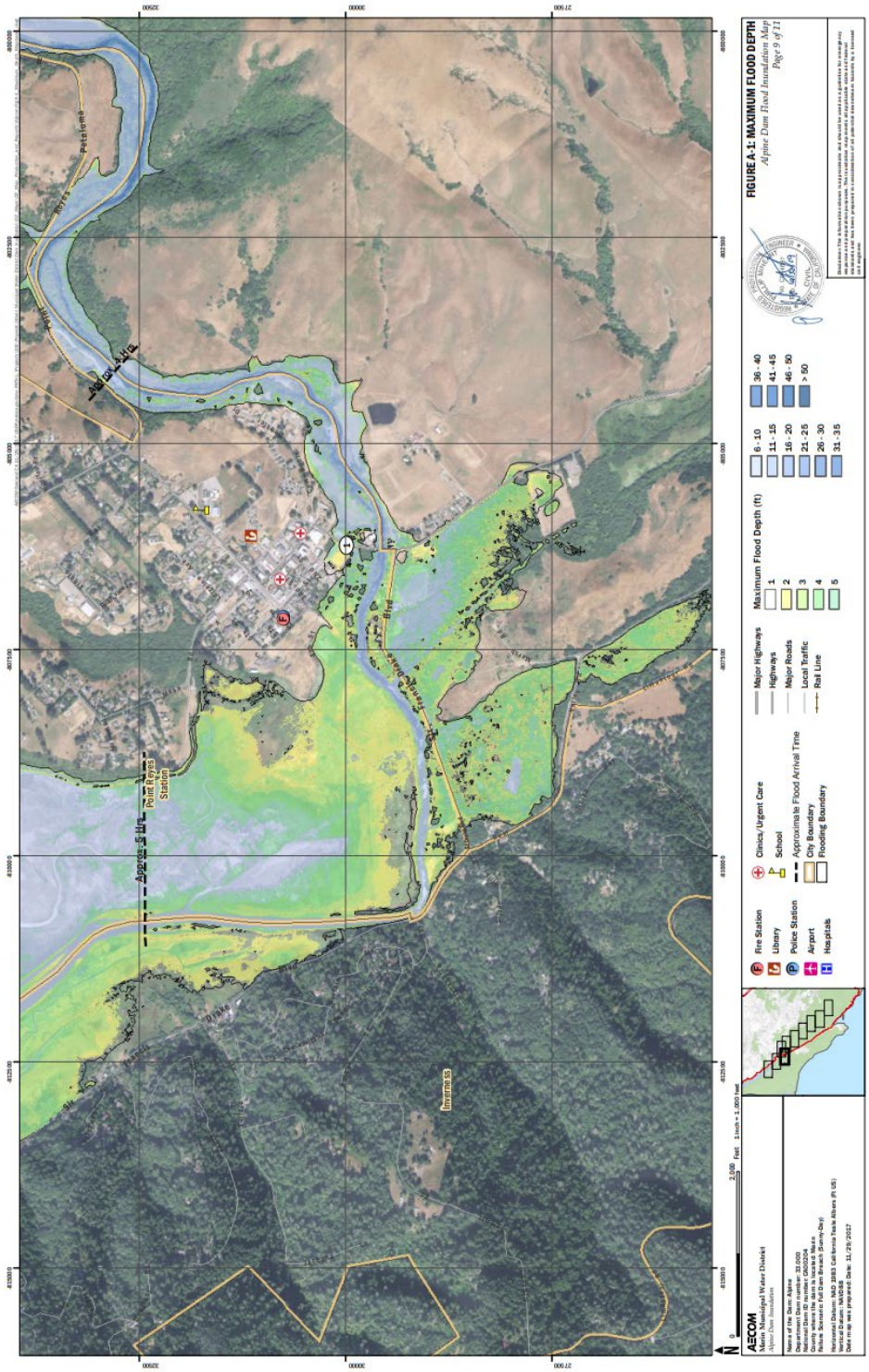


Figure 3.23: Alpine Dam Inundation Area – Point Reyes Station
Source: California Department of Water Resources

Lagunitas Dam

Failure of the Lagunitas Dam with Lake Lagunitas at full capacity could result in flooding in unincorporated areas of West Marin County along a similar path as a failure of the Bon Tempe, Peters, and Alpine Dams but to a much lesser extent. Water would stay mostly confined to Lagunitas Creek before it reached Tomales Bay in approximately 32 hours and no major flooding impacts would be expected.

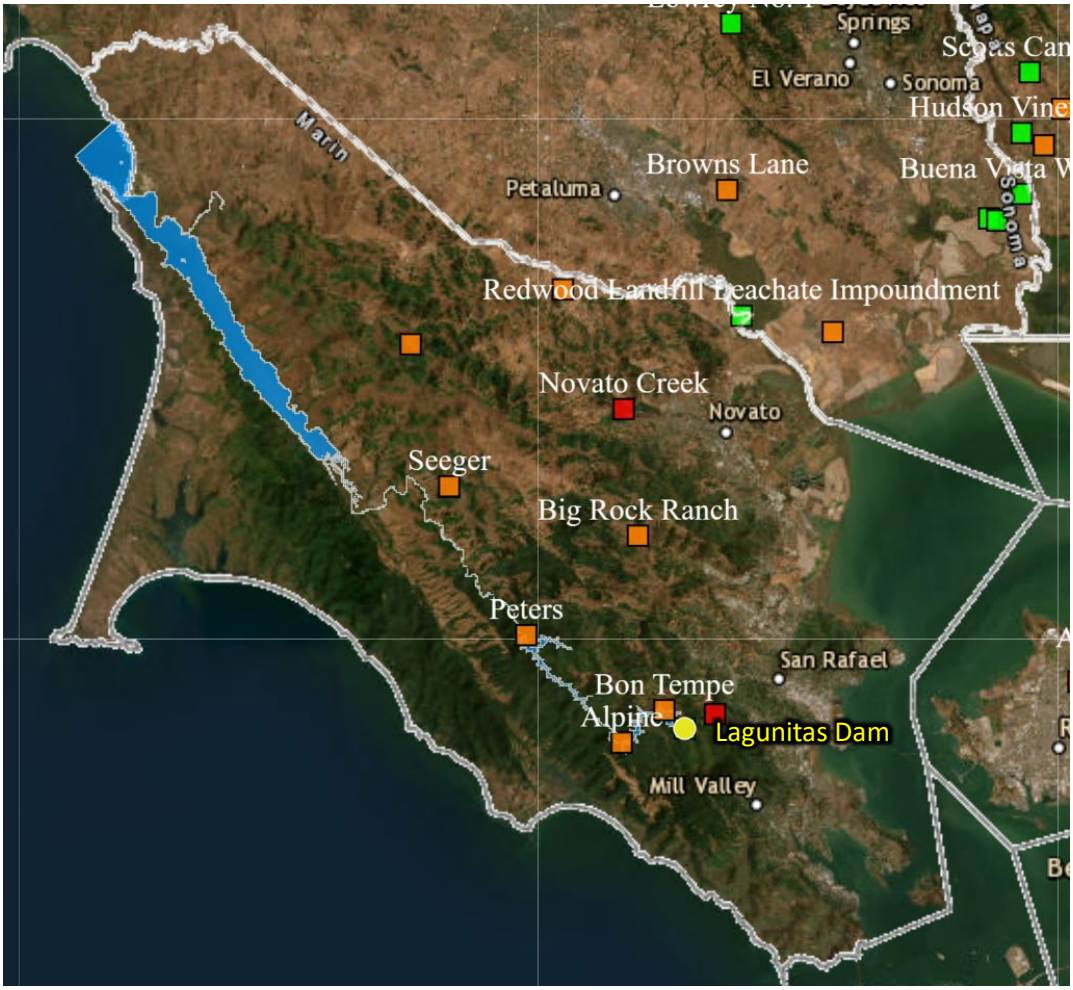


Figure 3.24: Lagunitas Dam Inundation Area
Source: Cal OES, Department of Water Resources, DSOD, 11/27/23

Seeger Dam

Failure of the Seeger Dam with Nicasio Reservoir at full capacity could send water several miles down Novato Creek to Lagunitas Creek and could result in flooding in unincorporated areas of West Marin County.

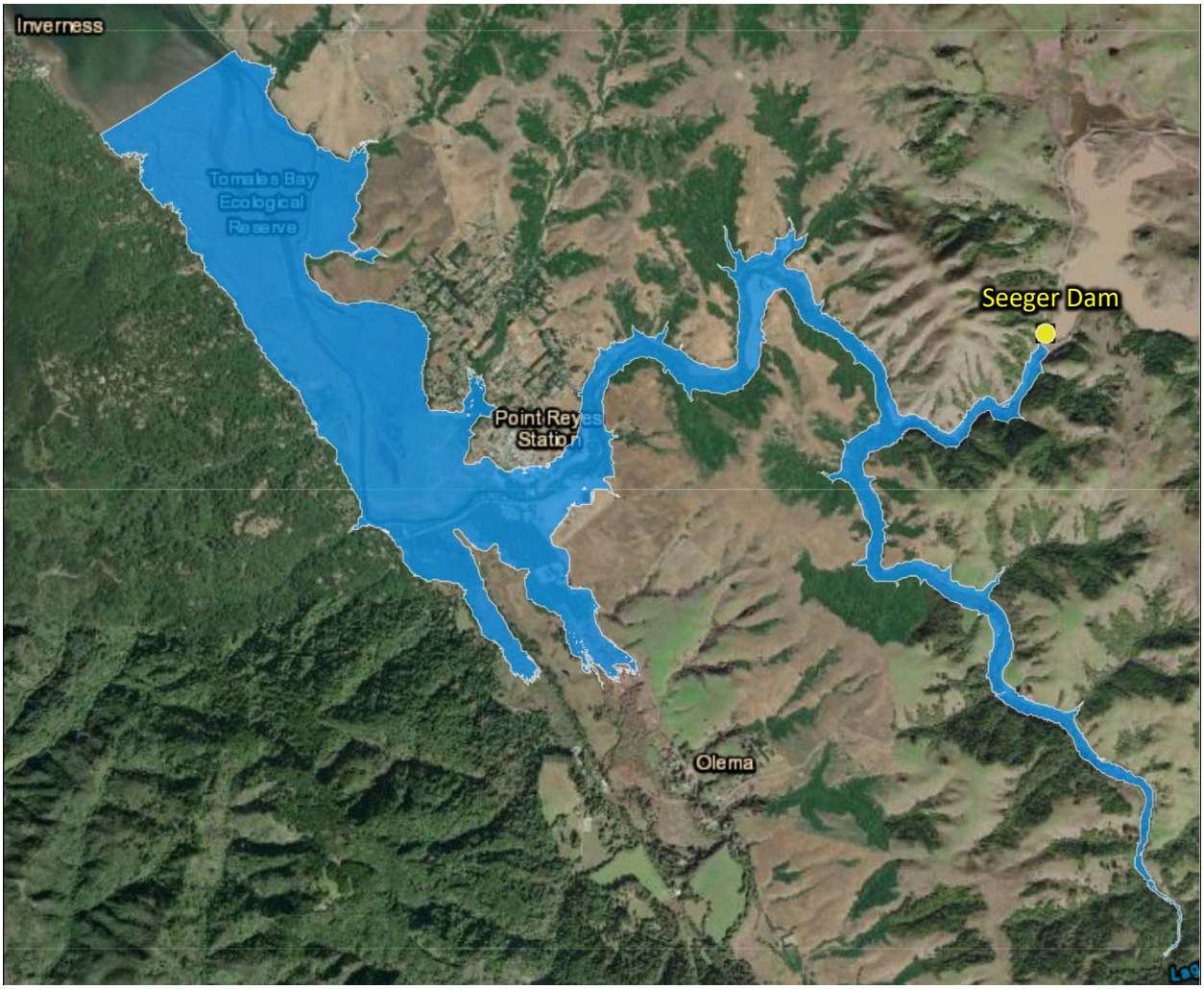


Figure 3.25: Seeger Dam Inundation Area
Source: Cal OES, Department of Water Resources, DSOD, 11/27/23

Floodwaters could extend down Lagunitas Creek and Point Reyes Petaluma Road, eventually reaching the commercial core of Point Reyes Station at approximately one hour after dam failure. Floodwaters could extend to a depth of several feet into the southeastern end of the community inundating numerous homes and businesses and could extend to a depth up to thirty feet in surrounding area. Floodwaters could travel down Sir Francis Drake Boulevard, inundating it in several feet of water, before eventually reaching Tomales Bay in approximately 45 minutes. The Tomales Bay estuary would be inundated with an influx of fresh water. The unincorporated community of Inverness could experience flooding of a few feet in residences, marinas, hotels, and other facilities along Sir Francis Drake Boulevard including in the main commercial area.

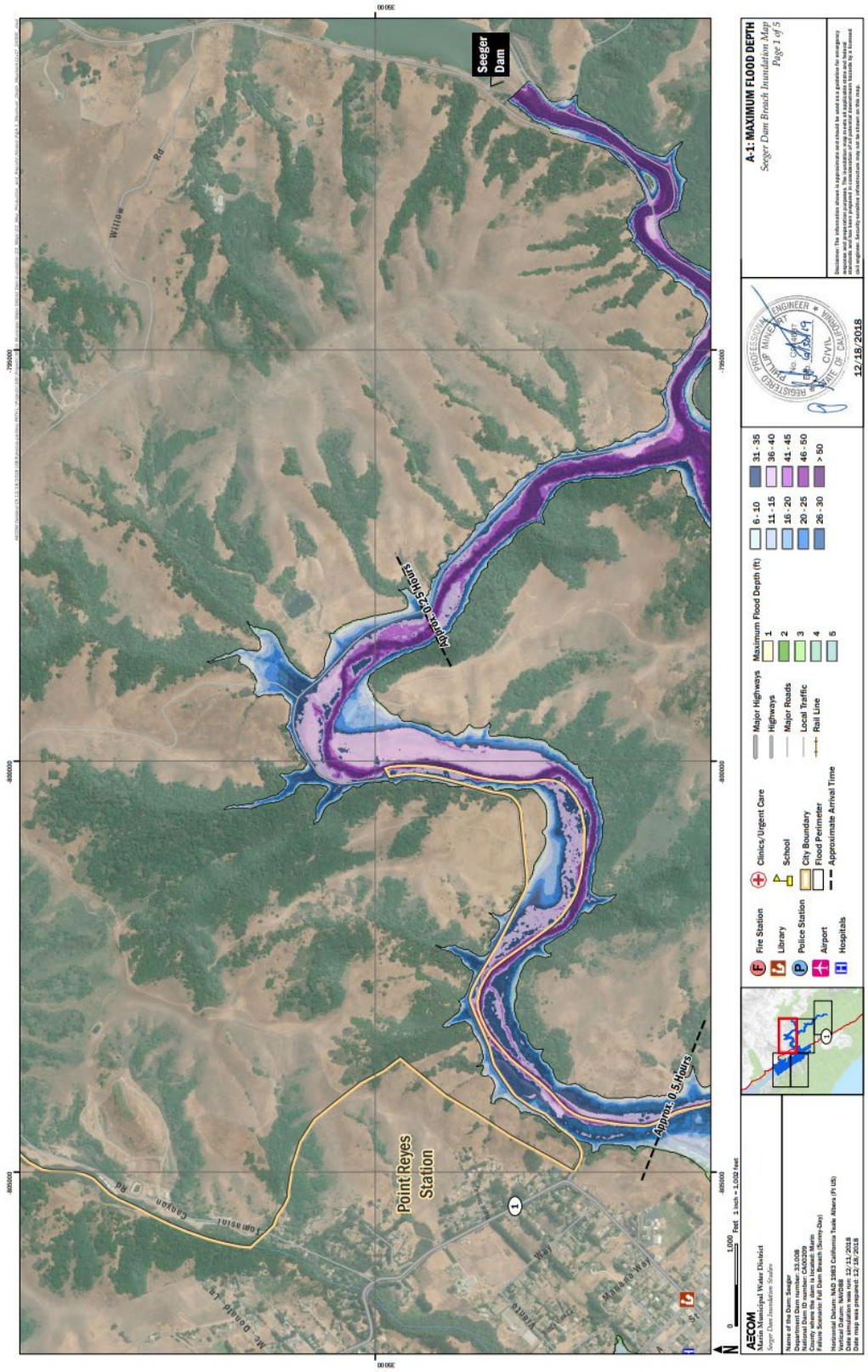


Figure 3.26: Seeger Dam Inundation Area – Point Reyes Station East
Source: California Department of Water Resources

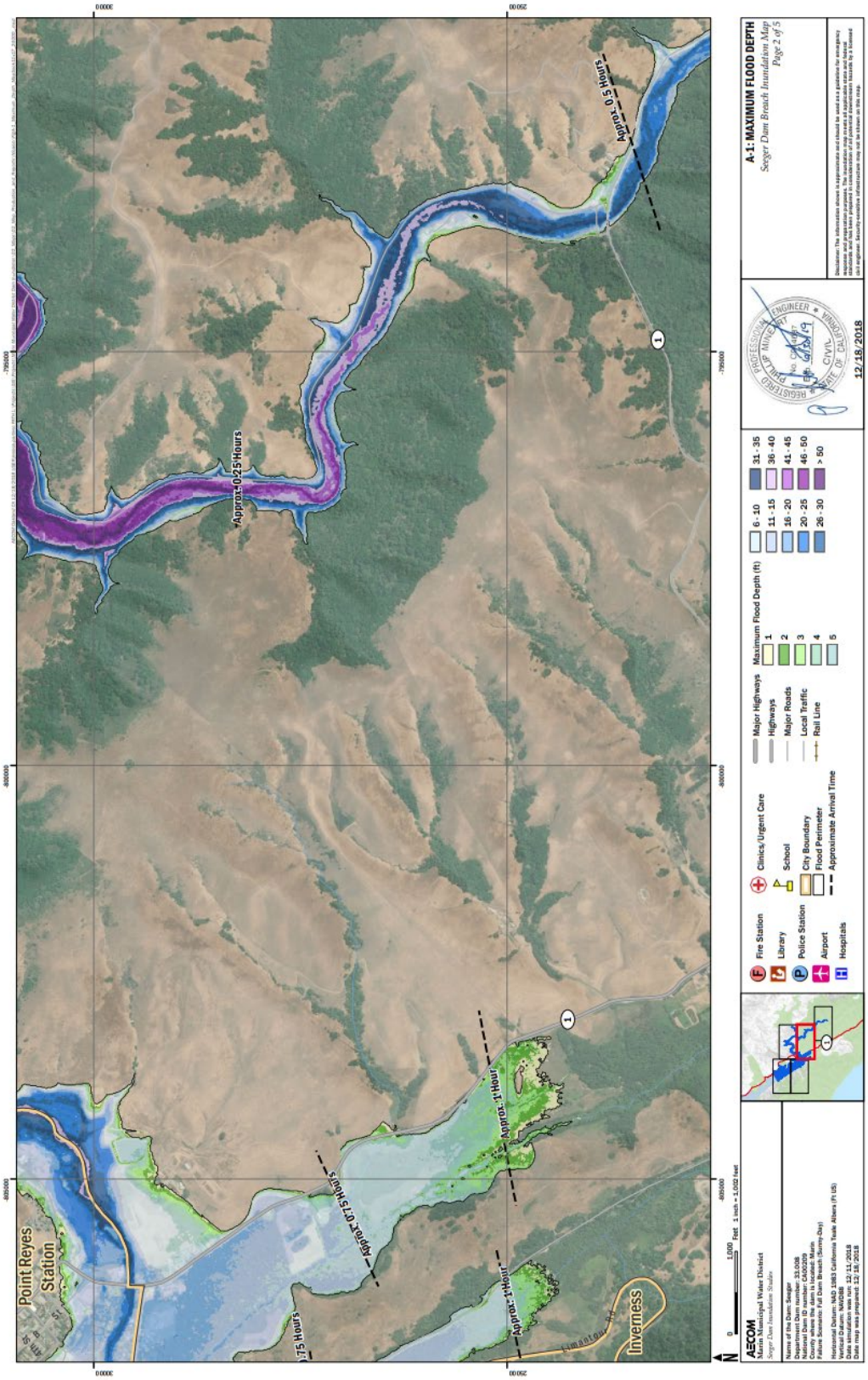


Figure 3.27: Seeger Dam Inundation Area – Point Reyes Station West
Source: California Department of Water Resources

Floodwaters could also extend up Lagunitas Creek and Platform Bridge Road to Sir Francis Drake Boulevard at approximately half an hour and extend as far south as the edge of Samuel P. Taylor State Park before becoming contained in the creek. Both roadways could flood in several places with up to fifty feet of water. Several dozen buildings along both roads including the PG&E substation at Tocaloma could be inundated with several feet of water.

Big Rock Ranch Dam

Failure of the Big Rock Ranch Dam with Big Rock Ranch Lake at full capacity could send water several miles down Nicasio Creek.

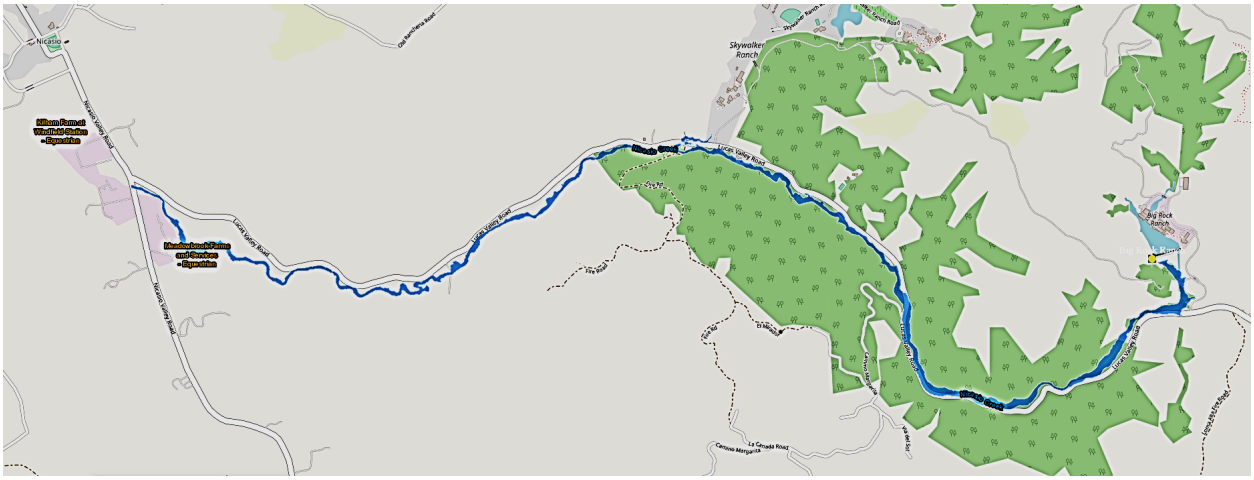


Figure 3.28: Big Rock Ranch Dam Inundation Area
Source: Cal OES, Department of Water Resources, DSOD, 11/27/23

Water could flood sections of Lucas Valley Road in up to five feet of water in some places and could flood several homes in several feet of water. Floodwaters could eventually reach Nicasio Valley Road in approximately eighty minutes and then be contained in the creek without impacting the community of Nicasio.

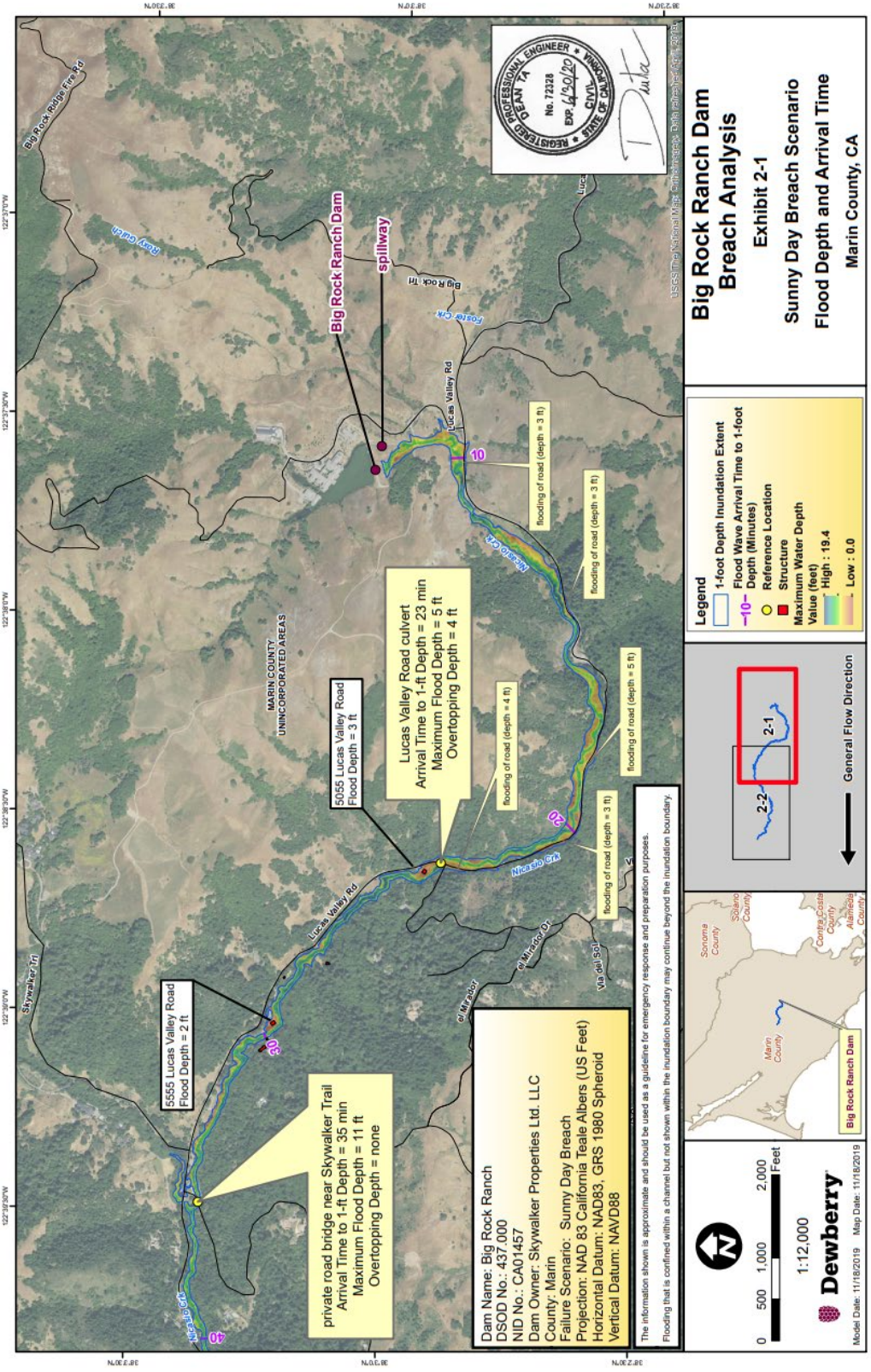


Figure 3.29: Big Rock Ranch Dam Inundation Area East
Source: California Department of Water Resources

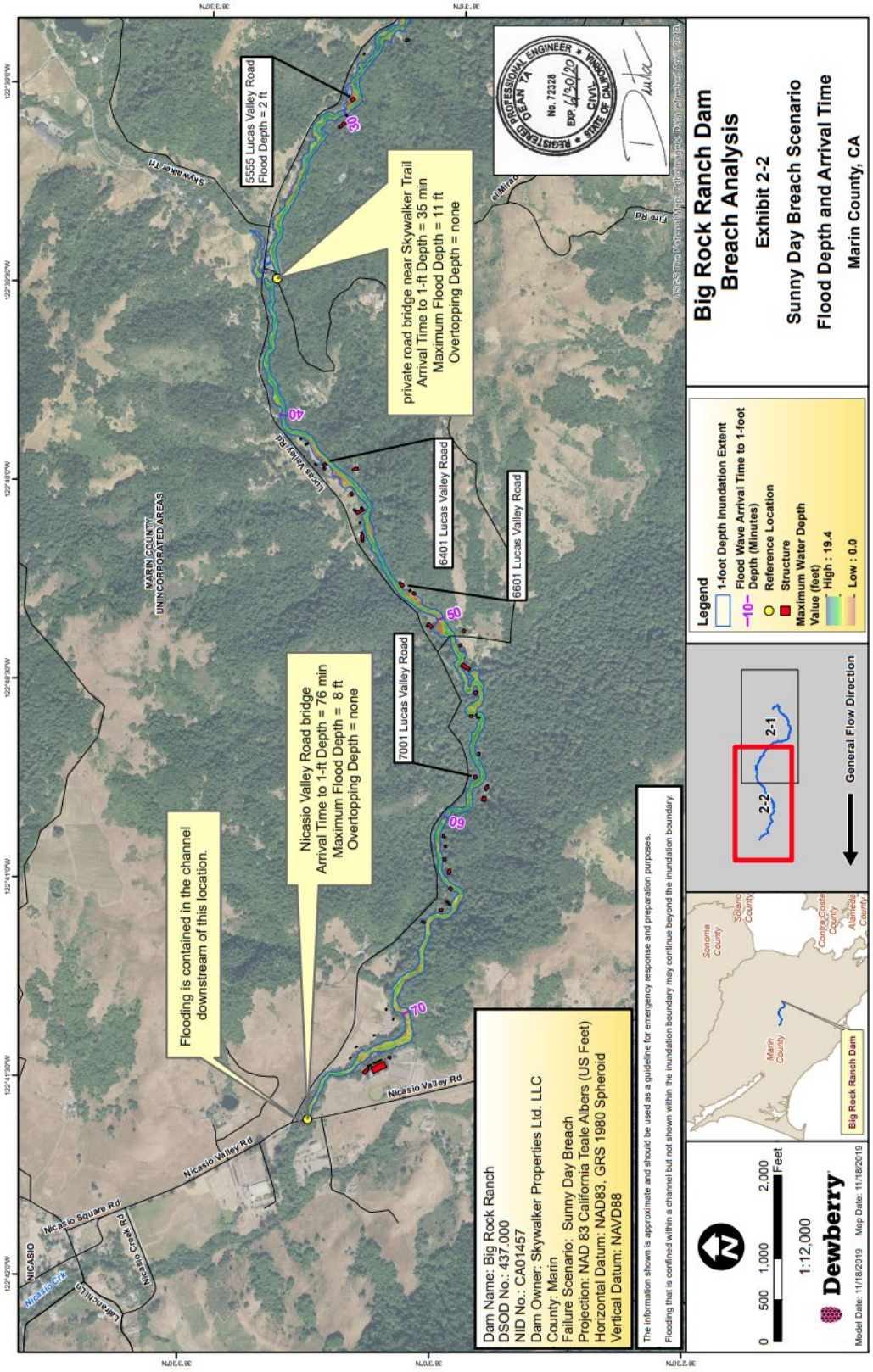


Figure 3.30: Big Rock Ranch Dam Inundation Area West
Source: California Department of Water Resources

Soulajule Dam

Failure of the Big Rock Ranch Dam with Soulajule Reservoir at full capacity could send water several miles down Walker Creek in a mostly rural area of western Marin County.



Figure 3.31: Soulajule Dam Inundation Area
Source: Cal OES, Department of Water Resources, DSOD, 11/27/23

Marshall Petaluma Road could become inundated with up to forty feet of water where it runs along Walker Creek and part of Salmon Creek, with several buildings along the road to the east and west of the intersection of Arroya Sausal Road becoming inundated with several feet of water. Parts of the Marin County Office of Education at Walker Creek Ranch and the Walker Creek Ranch itself could be inundated with up to twenty feet of water in approximately half an hour after dam failure.

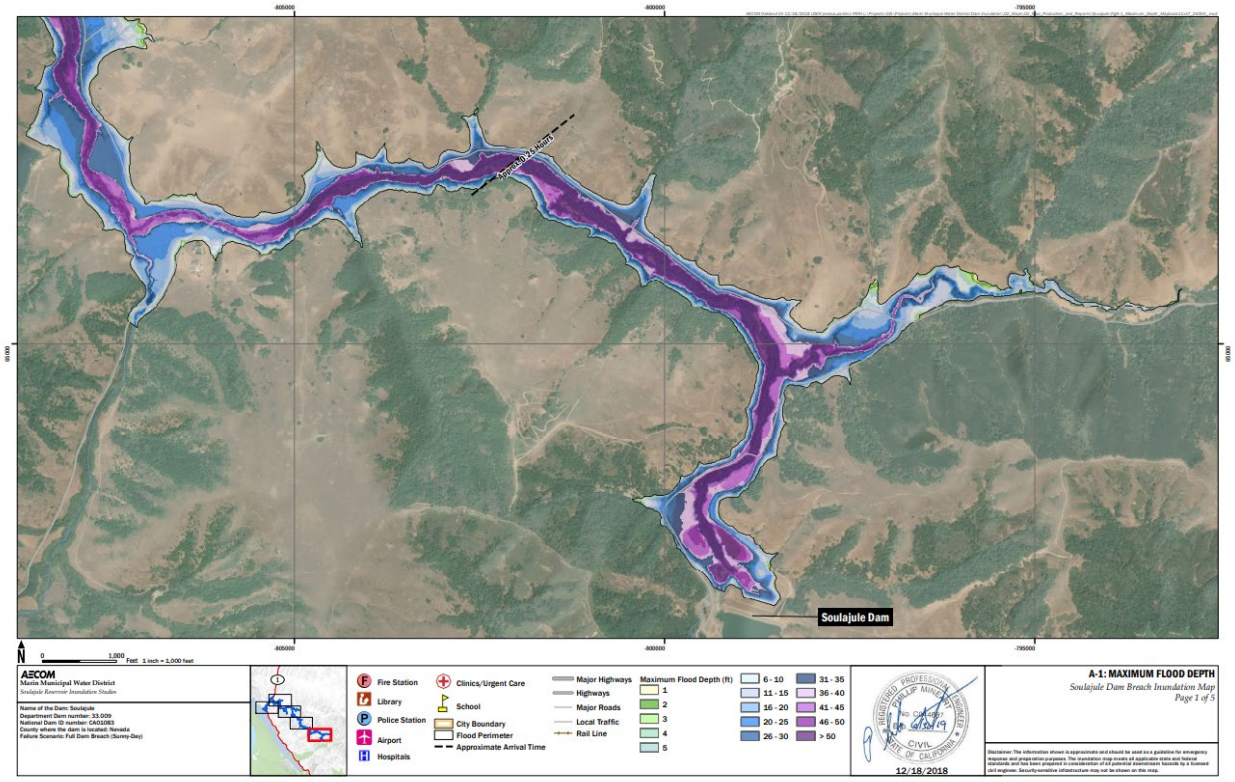


Figure 3.32: Soulajule Dam Inundation Area around Soulajule Dam
Source: California Department of Water Resources

Floodwaters along Walker Creek could eventually reach Highway 1 south of Tomales in approximately three hours, inundating the roadway with several feet of water before emptying into Tomales Bay in approximately three and half hours. There are a few residences and other buildings along Walker Creek and Highway 1 that could be impacted by floodwaters several feet deep.

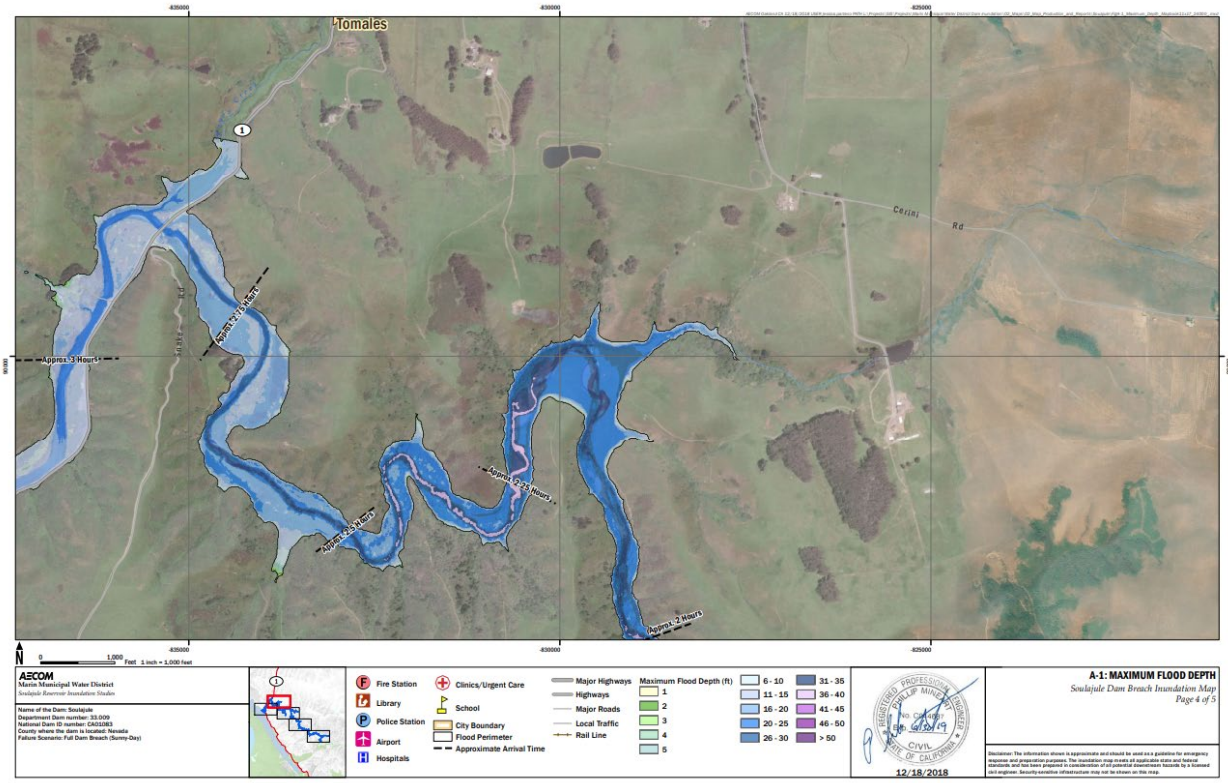


Figure 3.33: Soulajule Dam Inundation Area – Walker Creek at Highway 1
Source: California Department of Water Resources

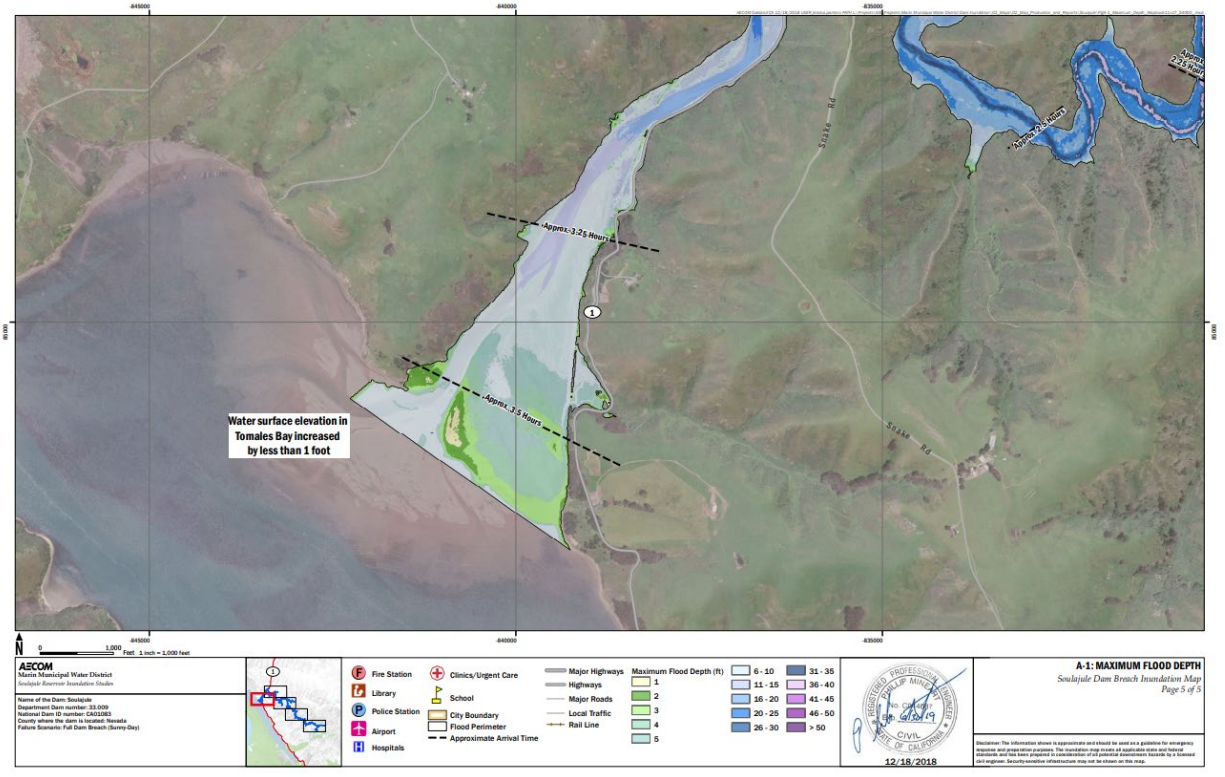


Figure 3.34: Soulajule Dam Inundation Area – Walker Creek at Highway 1 and Tomales Bay
Source: California Department of Water Resources

Vonsen Dam

Failure of the Vonsen Dam could inundate several homes around the dam and along San Antonio Creek for several hundred feet with up to a foot of water before floodwaters are contained within the creek.



Figure 3.35: Vonsen Dam Inundation Area
Source: Cal OES, Department of Water Resources, DSOD, 11/27/23

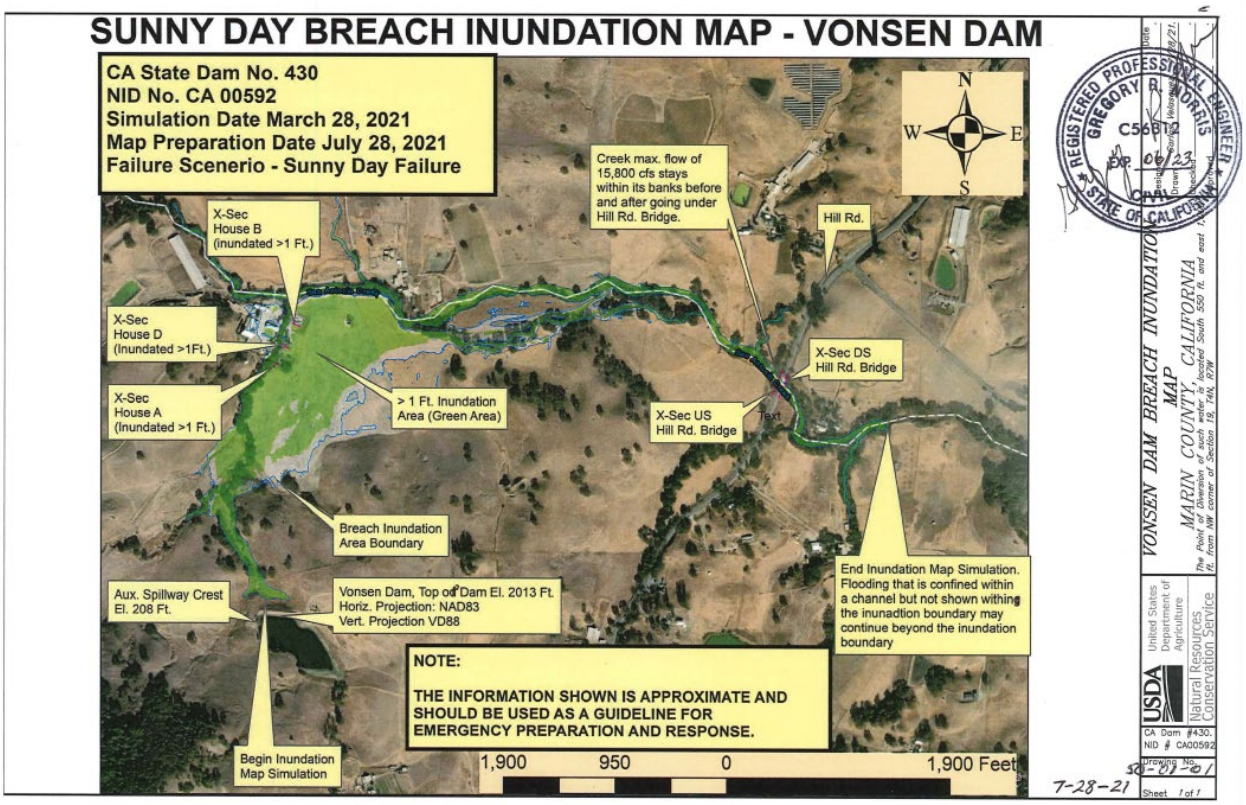


Figure 3.36: Vosen Dam Inundation Area
Source: California Department of Water Resources

Extent and Probability

According to the 1988 Town of Ross General Plan Safety Element, "in 1974, a seismic stability analysis of Phoenix Lake Dam was conducted for the Marin Municipal Water District. The purpose of this study was to assess the risk of seismically induced flooding associated with failure of Phoenix Lake Dam. The earth dam was constructed just prior to the 1906 earthquake, which created a landslide on the inside portion of the dam embankment. The slope stability analysis conducted in 1974 concluded that the dam spillway could settle from 4 – 6 feet during an earthquake with a Richter magnitude of 8.5 generated along the San Andreas fault. The 1906 San Francisco earthquake had a Richter magnitude of 8.3…In response to this assessment, the Marin Municipal Water District has widened the spillway by 5 to 6 feet and has lowered the spillway by 6 feet. Accordingly, these improvements to the dam have reduced the flood risk to one flood in 30,000 years."

According to MMWD, "the dam has been modified several times in the last 100 years including increased height of fill, outlet works changes, an embankment buttress fill in the 1960s and a new spillway, designed for a spillway design flood with a recurrence interval of once in 10,000 years or so, and an increase in freeboard in the mid-1980s."

The Town of Ross's 2017 Local Hazard Mitigation Plan states "the dam is inspected yearly by the California Division of Safety of Dams and has been rated by that agency as acceptable for continued operation. Their rating for the facility is 3C, there is a potential for damage should the dam fail but that the dam is in good condition for its age.

"MMWD has a comprehensive Dam Safety Program to ensure all of the MMWD dams and spillways are safe and functioning properly. This program includes three main components: monitoring, routine inspections and maintenance, and emergency preparedness and response planning. The district also works closely with state and federal regulators and local emergency response partners to ensure public safety. MMWD produced a February 13, 2017 inspection report documenting the current conditions.

"The Phoenix Lake Dam is over 100 years old. According to ABAG, when a dam in known to have a failure potential, the water level is reduced to allow for partial collapse without loss of water as required by the State Division of Safety of Dams and by safety protocols established by dam owners. Thus, the probability of failure resulting in damage from the inundation is low." According to the City of Novato's 2011 Local Hazard Mitigation Plan, a seismic stability analysis prepared for the North Marin Water District by Woodward-Clyde Consultants in 1992 confirmed the Stafford Dam was designed to withstand a magnitude 8.25 Richter earthquake on the San Andreas Fault, with a design epicenter located 10 miles from the dam.

Table 3.8: Marin County OA Hazard Risk Assessment – Dam Failure

Jurisdiction	Probability/ Likelihood of Future Events	Geographic Extent	Magnitude/ Severity	Climate Change Influence	Significance	Risk Score
Marin County	Unlikely	Negligible	Extreme	Low	Medium	**9.00**
City of Belvedere	Unlikely	Negligible	Extreme	High	High	**12.00**
Town of Corte Madera	Unlikely	Negligible	Weak	None	None	**3.00**
Town of Fairfax	None	None	None	None	None	**0.00**
City of Larkspur	Unlikely	Limited	Severe	Low	Low	**8.00**
City of Mill Valley	None	None	None	None	None	**0.00**
City of Novato	Unlikely	Significant	Severe	Low	Low	**9.00**
Town of Ross	Unlikely	Limited	Severe	Low	Medium	**9.00**
Town of San Anselmo	Unlikely	Negligible	Weak	Low	Low	**5.00**
City of San Rafael	None	None	None	None	None	**0.00**
City of Sausalito	None	None	None	None	None	**0.00**
Town of Tiburon	Unlikely	Negligible	Extreme	None	Medium	**8.00**

Bolinas Public Utility District	Unlikely	Limited	Extreme	Medium	Medium	**11.00**
Las Gallinas Valley Sanitary District	None	None	None	None	None	**0.00**
North Marin Water District	Unlikely	Extensive	Extreme	High	High	**15.00**
Southern Marin Fire District	None	None	None	None	None	**0.00**

Table 3.8: Marin County OA Hazard Risk Assessment – Dam Failure
Source: Profiled Jurisdictions and Districts

Vulnerability

Because of the catastrophic nature of the threat of dam inundation, dams tend to be built conservatively and the actual likelihood of either dam overflow or dam failure are extremely low. The Phoenix Lake and Novato Creek Dams in particular are expected to withstand an earthquake at least magnitude 8.2 on the San Andreas Fault, which is a rare magnitude to encounter. Earthquakes of a magnitude 8.0 or greater are expected once every 494 years in California according to USGS.

The areas of unincorporated Marin County most vulnerable to the threat of a dam failure are those areas most like to be impacted by one. Several incorporated jurisdictions in the Marin County OA would be affected by a failure of either the Phoenix Lake or Novato Creek Dams, and their vulnerability assessments can be found in their respective Annexes.

The community of Point Reyes Station and the surrounding area lies in the inundation path of several dams including the Bon Tempe, Peters, Alpine, Lagunitas, and Seeger Dams. Major roadways, including Highway 1, Sir Francis Drake Boulevard, Platform Bridge Road and Point Reyes Road are particularly vulnerable to a failure of any one of these dams which would limit access to the communities of Point Reyes Station and Inverness from the south. Residences, businesses, critical facilities, and other buildings around the Point Reyes and Inverness areas and along the eastern and western shores of Tomales Bay that are not built to withstand the depth and velocity of floodwaters from a dam failure would be most vulnerable, including older buildings and those that are not elevated. A failure of the PG&E substation at Tocaloma could cause power outages throughout the area. Older docking facilities along Tomales Bay are particularly vulnerable to a surge in Tomales Bay as a result of a dam failure.

The communities of Lagunitas and Forest Knolls and to a lesser extend the community of San Geronimo are also susceptible to a failure of the Bon Tempe and Peters Dams. With flooding of Sir Francis Drake Boulevard, these communities would effectively be cut off from the west. Residences, businesses, schools, and other buildings in these communities that are not elevated to withstand the depth of floodwaters are most susceptible.

The community of Kentwood is vulnerable to a failure of the Phoenix Lake Dam, particularly the areas closest to Corte Madera Creek. Residences, businesses, commercial facilities, and critical facilities around the College of Marin Kentfield Campus that are not elevated to withstand floodwaters are particularly susceptible.

Areas of Green Point would be most susceptible to a failure of the Novato Creek Dam, as most of Bel Marin Keys should avoid major flooding. Buildings that are not elevated and those that are not as able to withstand the velocity of floodwaters from a dam failure, such as mobile home parks, would be most susceptible.

Climate Change and Future Development Considerations

Most dams in the United States are aging and are at significant risk from increased storm events as a result of climate change. The average dam age in the United States is 60 years, and more than 8,000 dams in the United States including the Phoenix Lake Dam are over 90 years old. More than 200 U.S. dams have failed in bad weather since 2000. As the climate warms, rain events are predicted to become more intense. An increase in rainfall and runoff as a result of climate change will increase the potential for higher water levels in reservoirs across the Marin County OA, placing increased stress on its dams and increasing the potential for a dam failure. As development increases in the populated areas of the Marin County OA downstream of its dams, particularly in the inundation area of the Phoenix Lake Dam, the potential for significant impacts to residents and infrastructure will only increase.

3.3.2 Debris Flow

For the purposes of the Marin County OA MJHMP, debris flows are classified as landslides (including rockslides) and mud flows.

A landside is the breaking away and gravity-driven downward movement of hill slope materials, which can travel at speeds ranging from fractions of an inch per year to tens of miles per hour depending on the slope steepness and water content of the rock/soil mass. Landslides range from the size of an automobile to a mile or more in length and width and, due to their sheer weight and speed, can cause serious damage and loss of life. The rate of a landslide is affected by the type and extent of vegetation, slope angle, degree of water saturation, strength of the rocks, and the mass and thickness of the deposit. Some of the natural causes of this instability are earthquakes, weak materials, stream and coastal erosion, and heavy rainfall. In addition, certain human activities tend to make the earth materials less stable and increase the chance of ground failure. These activities include extensive irrigation, poor drainage or groundwater withdrawal, removal of stabilizing vegetation and over-steepening of slopes by undercutting them or overloading them with artificial fill. These activities can cause slope failure, which normally produce landslides.

Landslide material types are often broadly categorized as either rock or soil, or a combination of the two for complex movements. Rock refers to hard or firm bedrock that was intact and in place prior to slope movement. Soil, either residual or transported material, means unconsolidated particles. The distinction between rock and soil is most often based on interpretation of geomorphic characteristics within landslide deposits but can also be inferred from geologic characteristics of the parent material described on maps or in the field. Landslide movements are also based on the geomorphic expression of the landslide deposit and source area, and are categorized as falls, topples, spreads, slides, or flows. Falls are masses of soil or rock that dislodge from steep slopes and free fall. Topples move by the forward pivoting of a mass around an axis below the displaced mass. Lateral spreads move by horizontal extension and shear or tensile fractures. Slides displace masses of material along one or more discrete planes and can either be rotational or transitional. Flows mobilize as a deforming, viscous mass without a discrete failure plane.

Natural conditions that contribute to landslide include the following:

- Degree of slope
- Water (heavy rain, river flows, or wave action)
- Unconsolidated soil or soft rock and sediments
- Lack of vegetation (no stabilizing root structure)
- Previous wildfires and other forest disturbances
- Earthquake

In addition, many human activities tend to make the earth materials less stable and, thus, increase the chance of ground movement. Human activities contribute to soil instability through grading of steep slopes or overloading them with artificial fill, by extensive irrigation, construction of impermeable surfaces, excessive groundwater withdrawal, and removal of stabilizing vegetation.

Another hazard related to landslide and erosion is the fall of a detached mass of rock from a cliff or down a very steep slope (rockfall). Weathering and decomposition of geological materials produce conditions favorable to rockfalls. Other causes include ice wedging, root growth, or ground shaking (earthquake). Destructive landslides and rockfalls usually occur very suddenly with little or no warning time and are short in duration.

Landslides can cause high mortality and injuries from rapidly flowing water and debris. The most common cause of death in a landslide is trauma or suffocation by entrapment. Broken power, water, gas or sewage pipes can also result in injury or illness in the population affected, such as water-borne diseases, electrocution or lacerations from falling debris. People affected by landslides can also have short- and long-term mental health effects due to loss of family, property, livestock or crops. Landslides can also greatly impact the health system and essential services, such as water, electricity or communication lines.

Landslide susceptibly can be characterized by looking at both slope class and rock strength. Landslide susceptibility classes express the generalization that on very low slopes, landslide susceptibility is low even in weak rock, and that landslide susceptibility increases with slope and in weaker rocks. Very high landslide susceptibility includes very steep slopes in hard rocks and moderate to very steep slopes in weak rocks. Figure 3.39 shows landslide susceptibility classes.

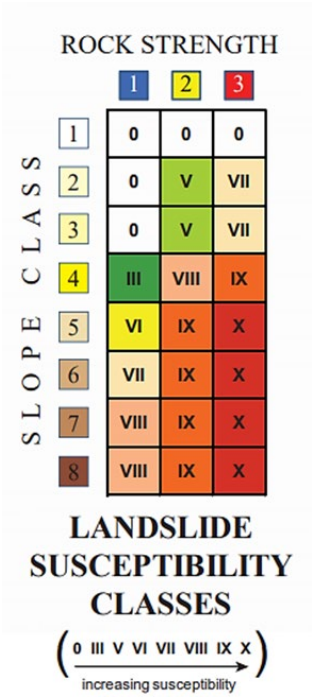


Figure 3.37: Landslide Susceptibility Classes
Source: USGS

A mud flow is a general term for a mass-movement landform and process characterized by a flowing mass of fine-grained earth material with a high degree of fluidity. Heavy rainfall, snowmelt, or high levels of groundwater flowing through cracked bedrock may trigger a movement of soil or sediments. Floods and debris flows may also occur when strong rains on hill or mountain slopes cause extensive erosion and/or what is known as "channel scour". Some broad mud flows are rather viscous and therefore slow; others begin very quickly and continue like an avalanche. Mud flows are composed of at least 50% silt and clay-sized materials and up to 30% water.

The point where a muddy material begins to flow depends on its grain size and the water content. Fine grainy material or soil has a smaller friction angle than a coarse sediment or a debris flow, but falling rock pieces can trigger a material flow, too. When a mud flow occurs it is given four named areas, the 'main scarp', in bigger mud flows the 'upper and lower shelves', and the 'toe'. See Figure 3.40 for the typical areas of a mud flow, with shelves (right) and without (left). The main scarp will be the original area of incidence, the toe is the last affected area(s). The upper and lower shelves are located wherever there is a large dip (due to mountain or natural drop) in the mud flow's path. A mud flow can have many shelves.

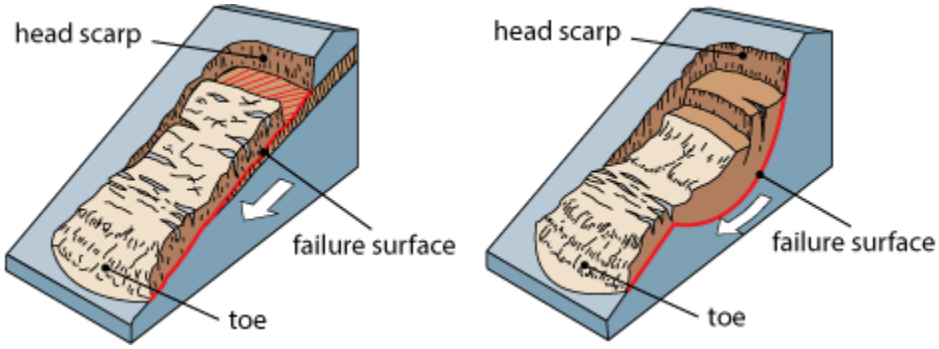


Figure 3.38: Mud Flow Areas
Source: Washington Department of Natural Resources

If large enough, mud flows can devastate villages and country-sides. Mud flows are common in mountain areas prone to wildfire, where they have destroyed many homes built on hillsides without sufficient support after fires destroy vegetation holding the land. The area most generally recognized as being at risk of a dangerous mud flow are:

- Areas where wildfires or human modification of the land have destroyed vegetation.
- Areas where landslides have occurred before.
- Steep slopes and areas at the bottom of slopes or canyons.
- Slopes that have been altered for construction of buildings and roads.
- Channels along streams and rivers.
- Areas where surface runoff is directed.

Location and Previous Occurrences

Landslides are a part of natural geologic processes and have impacted both private and public property in various areas throughout Marin County since development began. Much of the Marin County OA was developed in the early 20th century prior to the implementation of grading requirements and road design standards. During this time, many of the roads in the Marin County OA were benched or cut into steep hillsides without sufficient compaction of the roadbed. Furthermore, the use of earth retaining structures was not common in roadway construction and/or retaining structures were built using wood materials that have since deteriorated. Figure 3.39 shows landslide susceptibility across the Marin County OA.

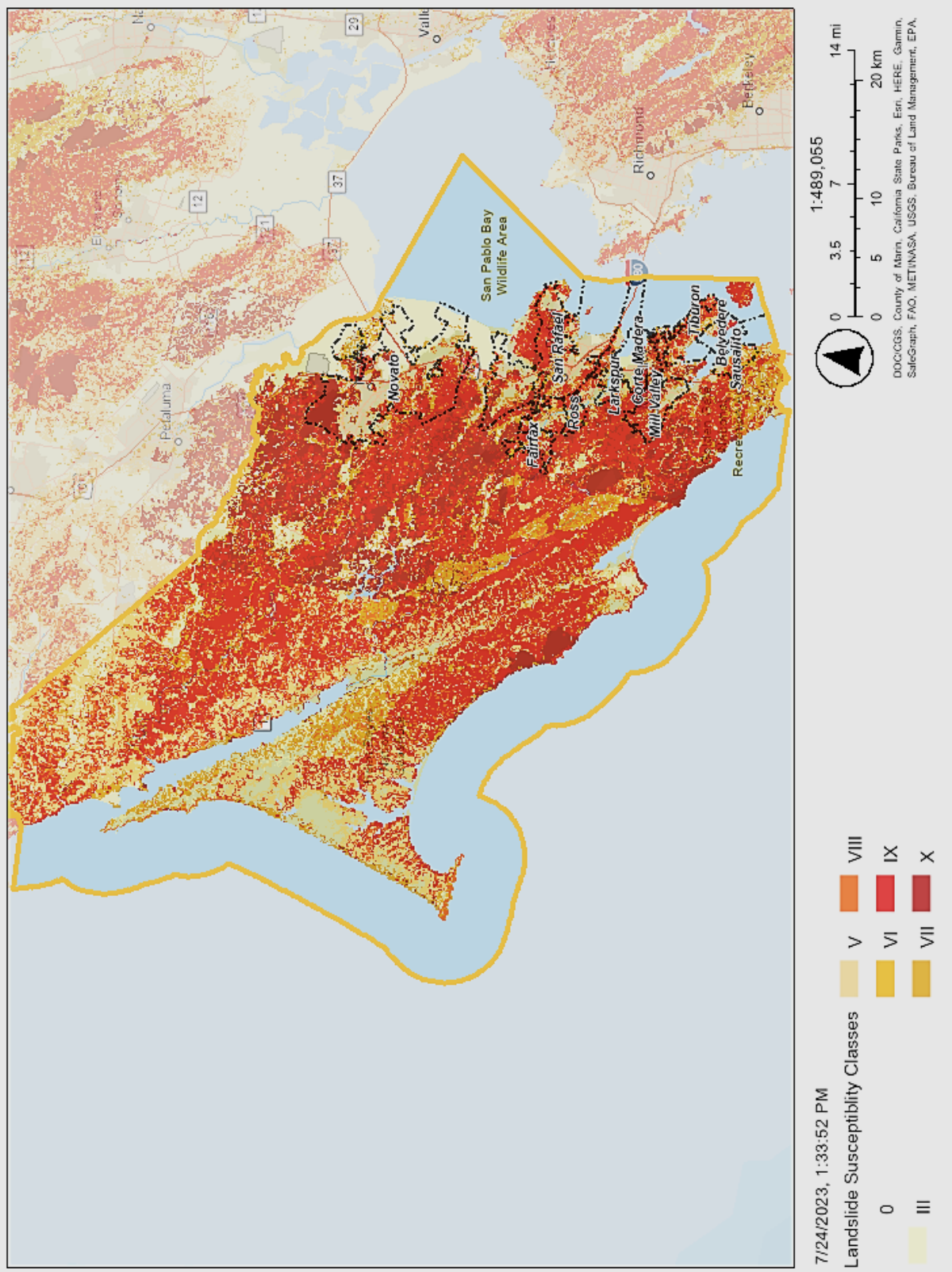


Figure 3.39: Landslide Susceptibility in the Marin County OA
Source: USGS

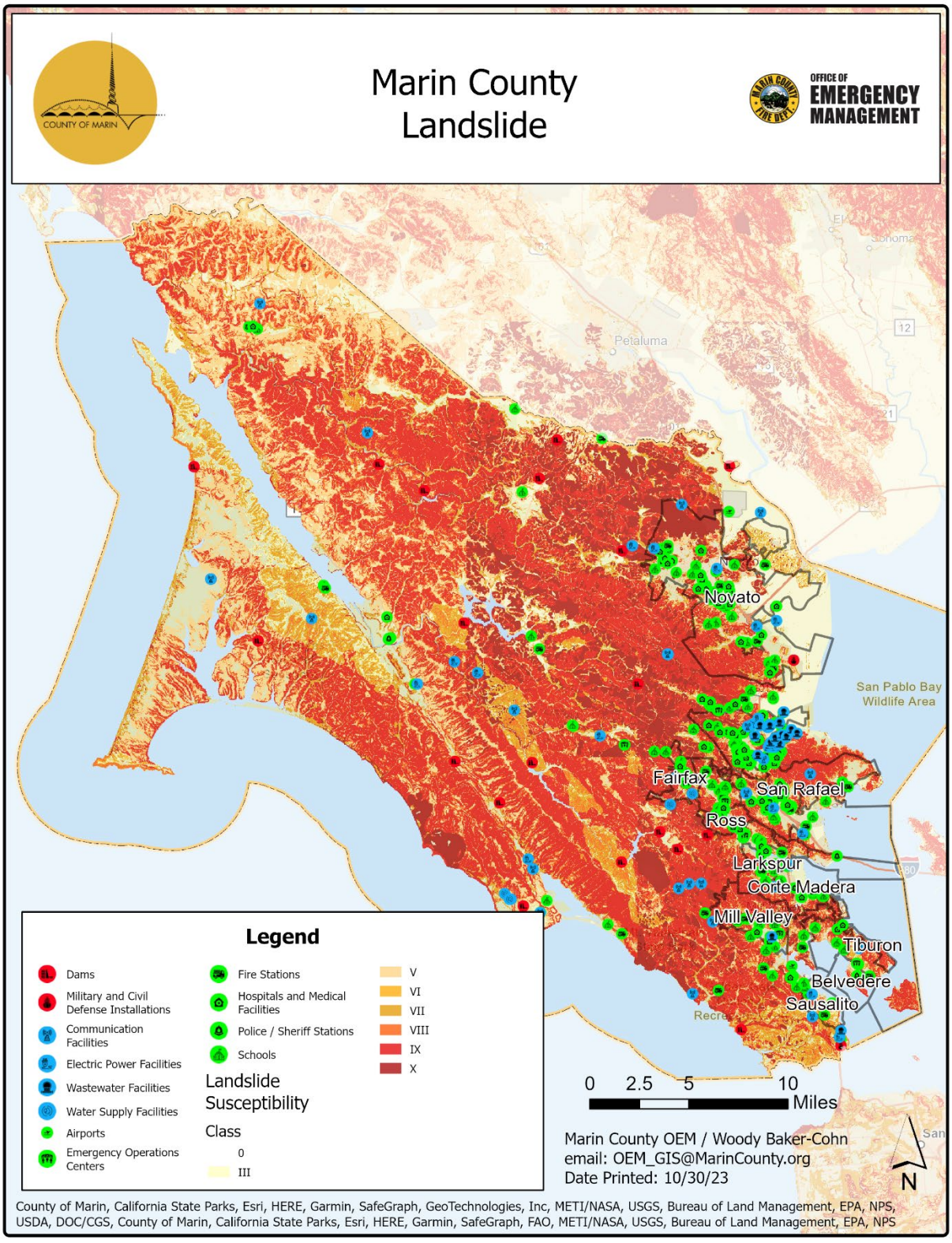


Figure 3.40: Marin County Landslide Susceptibility for Critical Facilities Map
Source: Marin County OEM

Several unincorporated communities in Marin County have high to extreme landslide susceptibility, which are shown below.

Figure 3.41 shows landslide susceptibility in Lagunitas, Forest Knolls, San Geronimo and Woodacre.

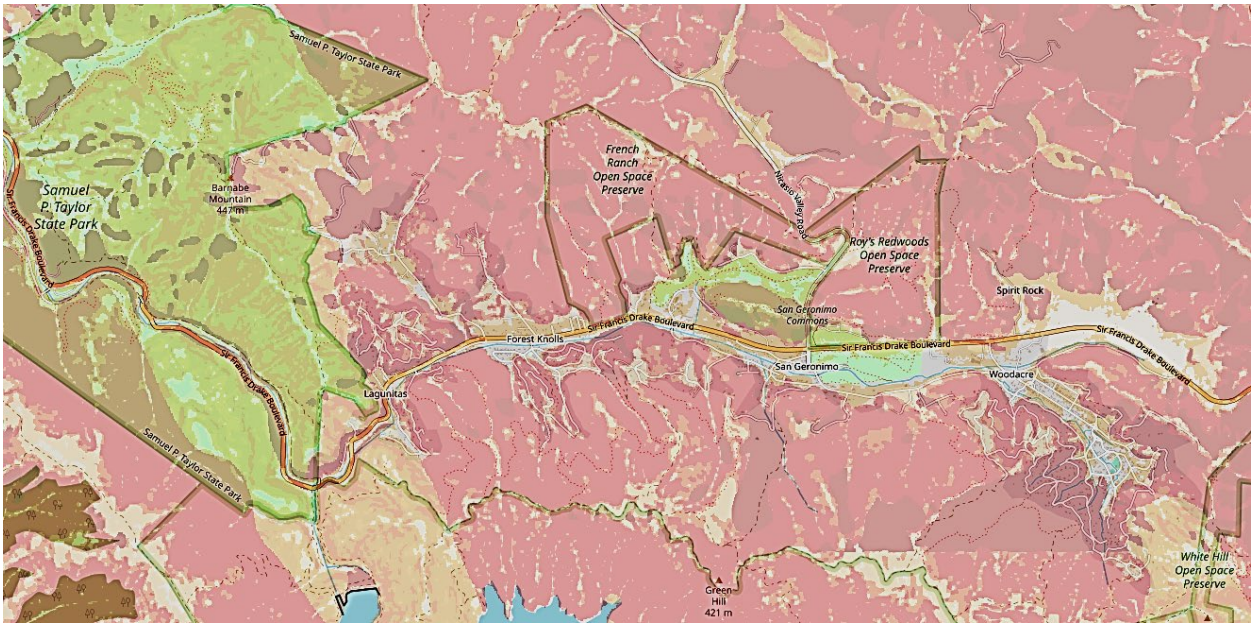


Figure 3.41: Landslide Susceptibility – Lagunitas, Forest Knolls, San Geronimo and Woodacre
Source: Marin County, 11/27/23

Figure 3.42 shows landslide susceptibility in Nicasio and Tocoloma.

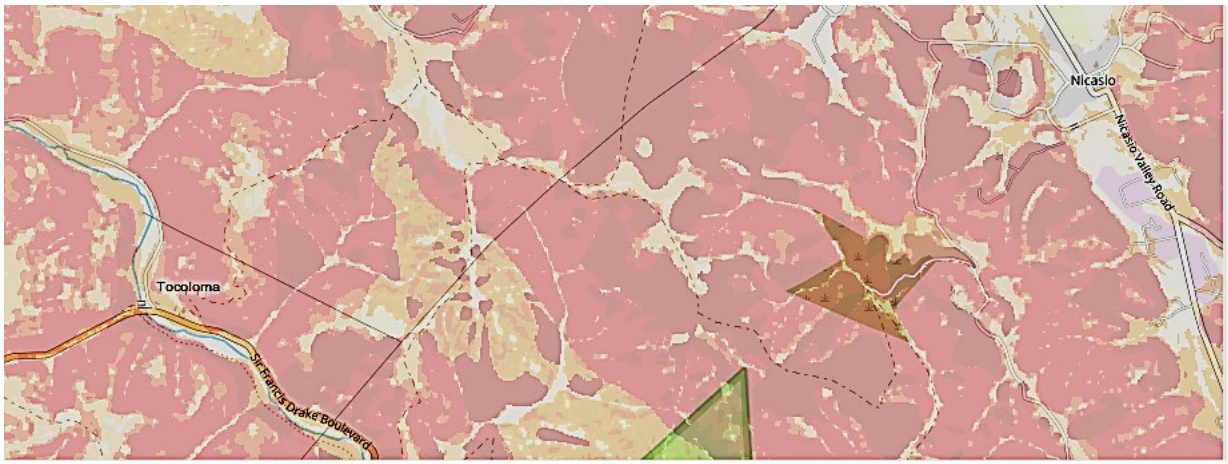


Figure 3.42: Landslide Susceptibility – Nicasio and Tocoloma
Source: Marin County, 11/27/23

Figure 3.43 shows landslide susceptibility in Olema and Point Reyes Station.

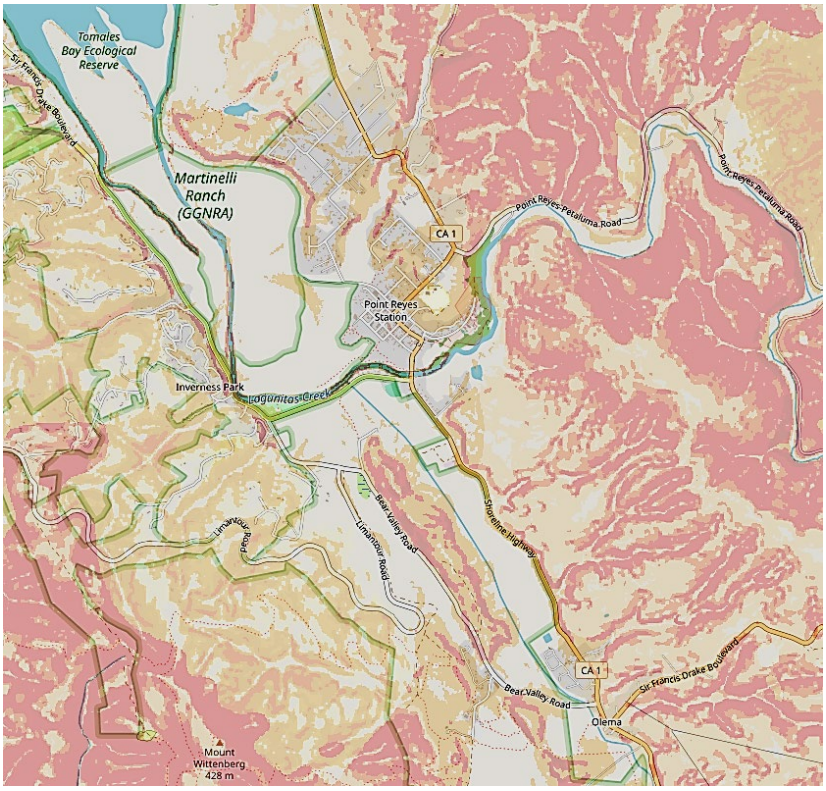


Figure 3.43: Landslide Susceptibility – Olema and Point Reyes Station
Source: Marin County, 11/27/23

Figure 3.44 shows landslide susceptibility in Inverness.

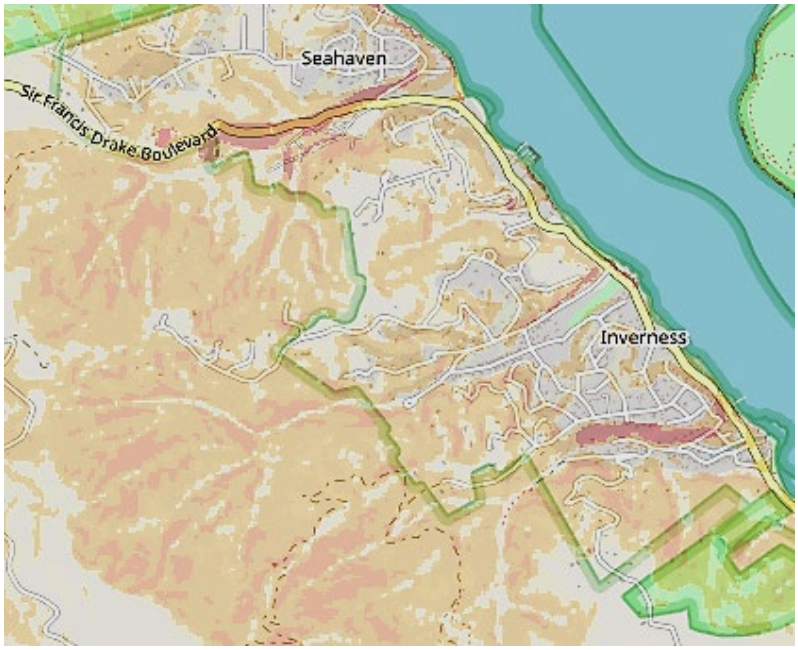


Figure 3.44: Landslide Susceptibility – Inverness
Source: Marin County, 11/27/23

Figure 3.45 shows landslide susceptibility in Dillon Beach and Tomales.

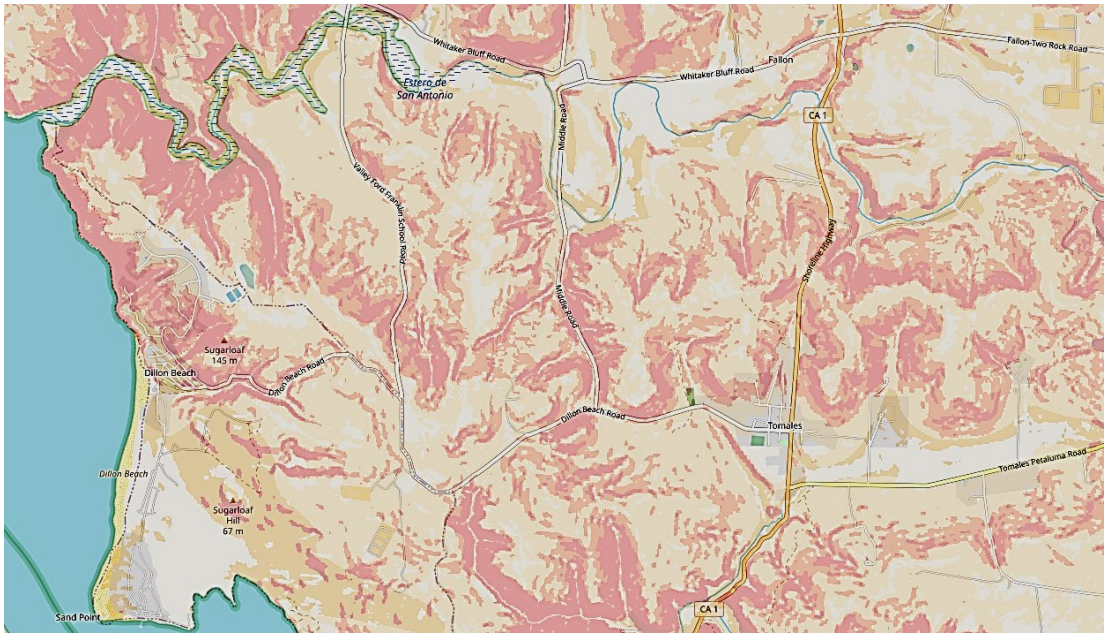


Figure 3.45: Landslide Susceptibility – Dillon Beach and Tomales
Source: Marin County, 11/27/23

Figure 3.46 shows landslide susceptibility in Dogtown, Bolinas and Stinson Beach.

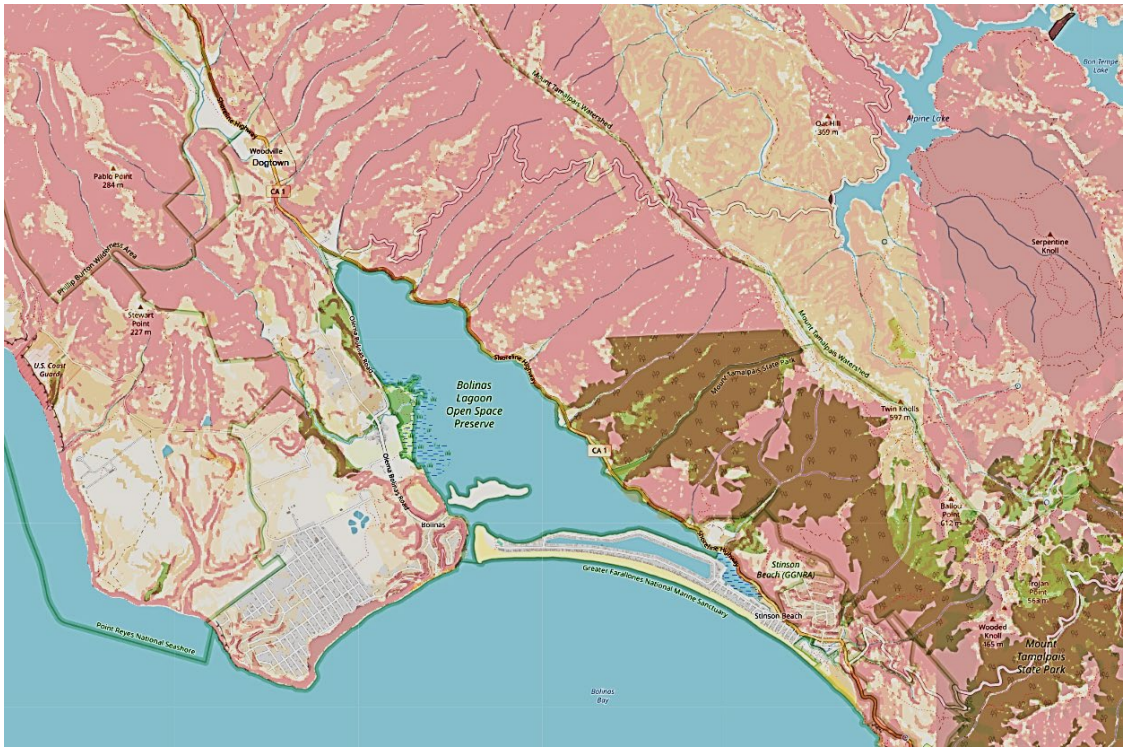


Figure 3.46: Landslide Susceptibility – Dogtown, Bolinas and Stinson Beach
Source: Marin County, 11/27/23

Figure 3.47 shows landslide susceptibility in the unincorporated area of Southern Marin County.

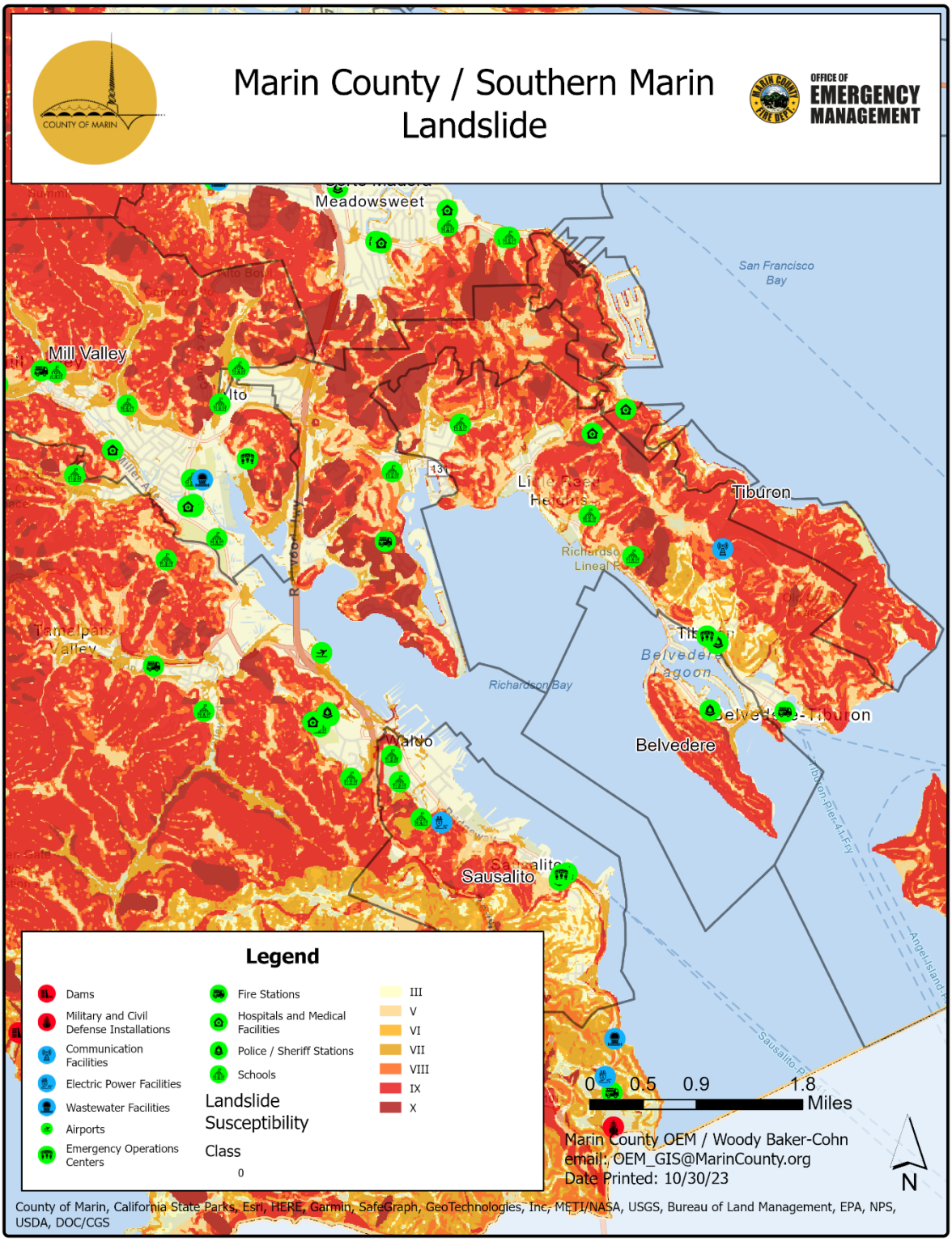


Figure 3.47: Landslide Susceptibility – Southern Marin County
Source: Marin County

Figure 3.48 shows landslide susceptibility in the unincorporated area of west central Marin County.

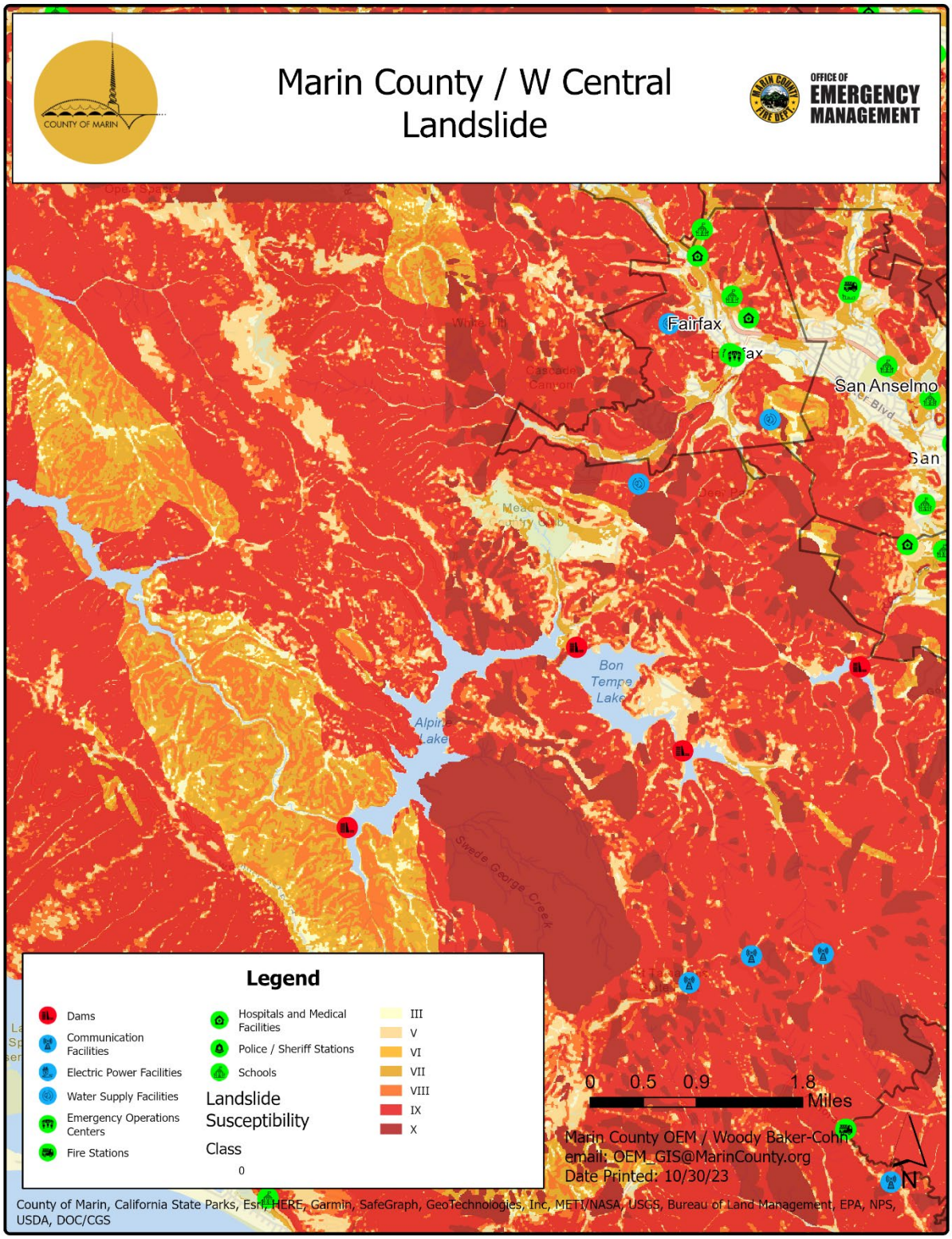


Figure 3.48: Landslide Susceptibility – West Central Marin County
Source: Marin County

Figure 3.49 shows landslide susceptibility in the unincorporated area west of Novato.

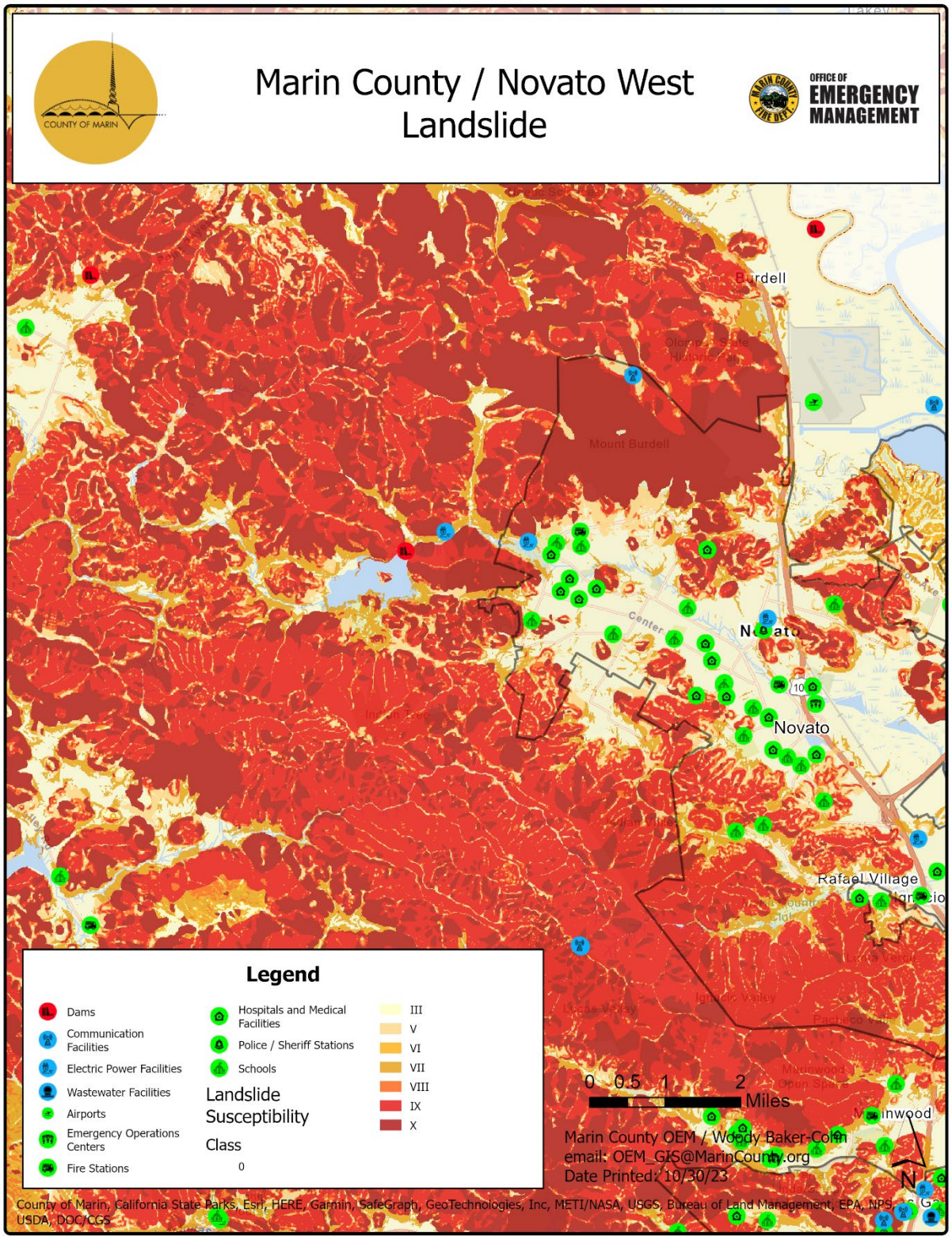


Figure 3.49: Landslide Susceptibility – Novato West
Source: Marin County OEM

Figure 3.50 shows landslide susceptibility in the unincorporated area of west central Marin.

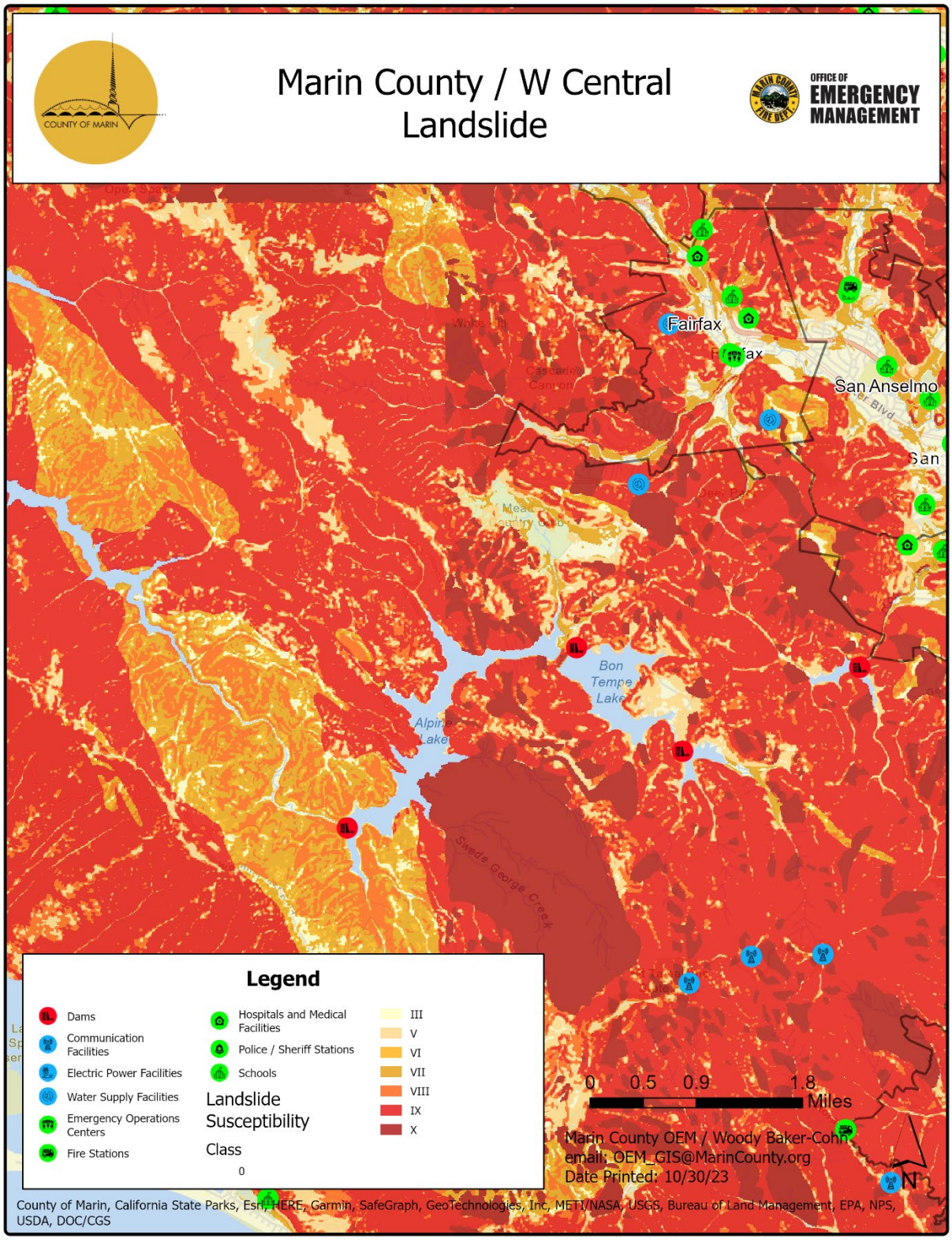


Figure 3.50: Landslide Susceptibility – West Central Marin County
Source: Marin County OEM

Figure 3.51 shows landslide susceptibility in unincorporated area of North Novato.

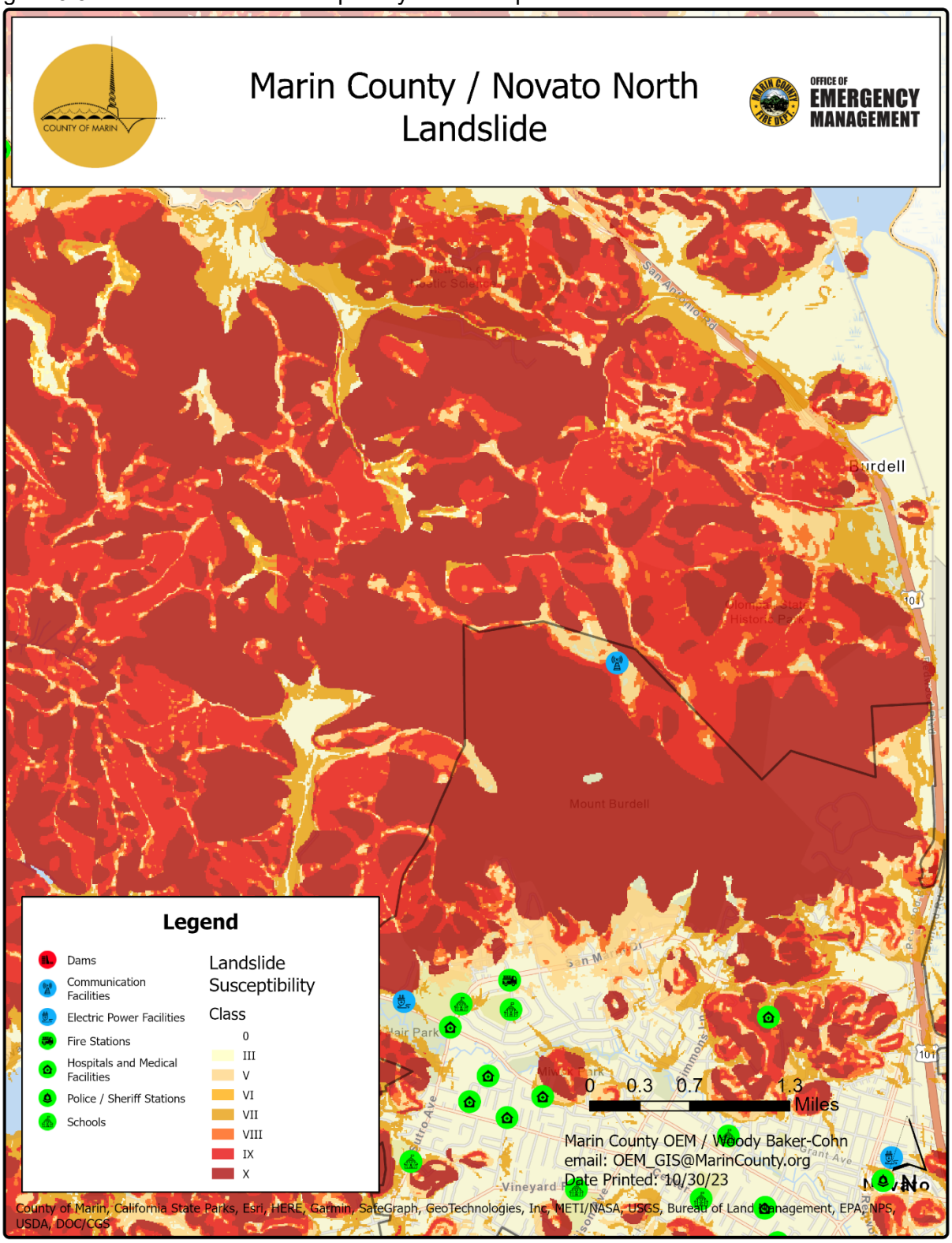


Figure 3.51: Landslide Susceptibility – North Novato
Source: Marin County OEM

The California Geological Survey has an interactive landslide inventory map available on their website that shows records associated with past landslide events in Marin County.

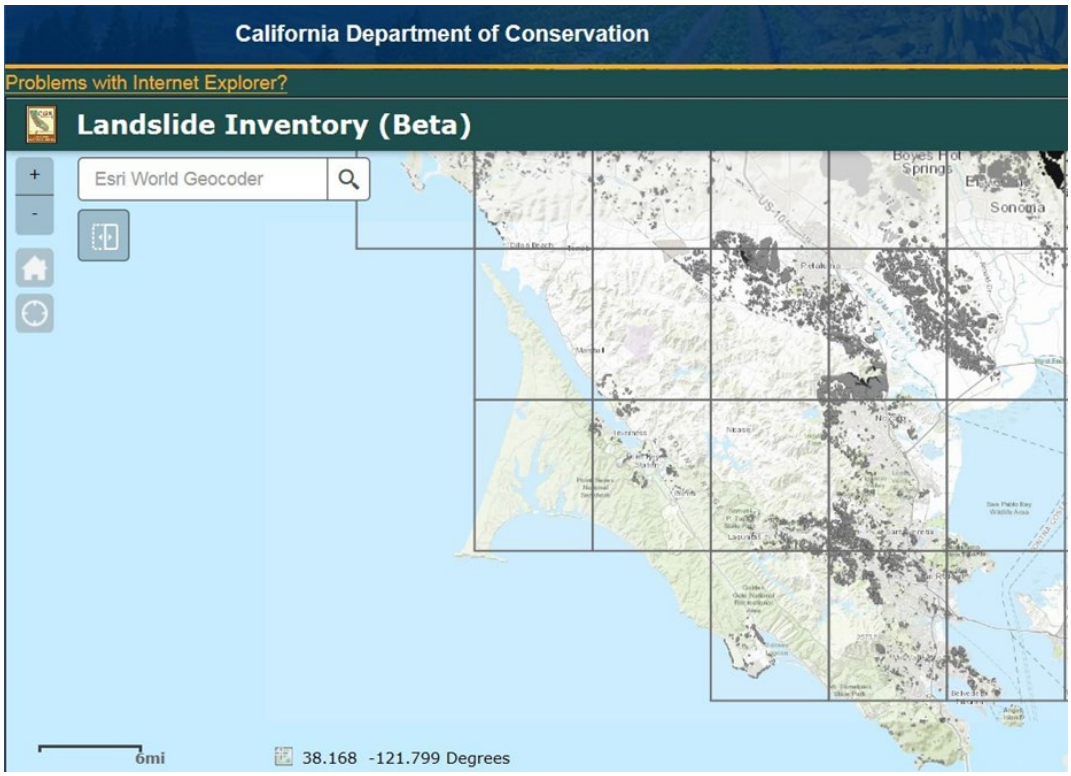


Figure 3.52: Landslide Inventory in the Marin County OA
Source: California Geological Survey, 11/27/23

The inventory shows extensive areas of prior landslides around the county particularly in developed areas. Affected areas notably include many landslides near Bolinas Lagoon, Inverness and Bolinas (Point Reyes Station) ridges on the west coast; throughout Ross Valley including Sleepy Hollow, Fairfax and San Anselmo; San Rafael just outside downtown at Lincoln, Lock Lomond affecting many residences, San Quentin potentially affecting a wastewater treatment plant, and Bret Harte potentially affecting Highway 101; Santa Venetia affecting N. San Pedro Rd; Novato at Little Mountain and Mount Burdell affecting major roads such as Center Road, San Marin Drive and Novato Blvd and their nearby residential areas; Paradise Cay and Reed residential areas near Tiburon; and Mill Valley at Homestead Valley. Smaller scale, and/or more isolated slides occur throughout the county where there are slopes. These are typically of concern if there are roads or structures affected.

A massive mudslide occurred in Marin County during a storm from January 3-5, 1982, weakening foundation of the Golden Gate Bridge. The bridge had to be closed for several days, cutting off the one road linking Marin County to San Francisco and stranding residents. Another landslide blocked Highway 101, closing it completely. The Point Reyes and Inverness areas were especially hard hit. The unincorporated community of Inverness was isolated for several days when numerous slides covered the road into town. The storm caused huge amounts of water to rush down canyons, scouring them as rocks, mud, trees and massive trunks hit roads and houses on their way downward. Inverness and Inverness Park were inundated in rocks and mud.



Figure 3.53: Damage in Inverness from the January 1982 Storm
Source: Jack Mason Museum of West Marin History

Twelve houses in Inverness were destroyed or damaged by mudslides, mostly in the Alder Creek Canyon area and the Vallejo Avenue area of Inverness Park. Over 300,000 cubic yards of mud was removed from public property in Inverness. The Inverness water system was destroyed when a main pipe ruptured and reservoirs were damaged.



Figure 3.54: January 1982 Highway 101 Mudslide in Marin County
Source: San Francisco Chronicle

From January to March of 1995, a series of winter storms caused several mudslides in Marin County, blocking roads and damaging residential and public property.

Marin County sustained significant damage as a result of the Winter and Spring storms of 2006 (DR-1628 and DR-1646) which resulted in hundreds of locations in Marin County where damage occurred; many of those being landslides, rock fall, or other infrastructure damage related to slope instability.

In 2011, a $1.5M emergency slide repair was constructed at the intersection of Terrace Avenue and Overlook Drive on the Bolinas Mesa to repair recent drastic settlement (up to 8-feet) such that access for emergency vehicles and resident egress could be maintained. As much as 20,000 cubic yards of material was excavated and re-compacted in lifts with earth reinforcing fabric to affect the repair.

In 2014, several debris flows impacted Marin County. On February 28th, a mudslide blocked part of Highway 1 at Panoramic. On December 11th, a mudslide occurred along Tennessee Valley Road, causing $1 million in property damage. Another landslide under sixty feet of Highway 1 near Muir Beach on the same day resulted in a full closure of the road, causing $1 million in damages.

Severe damage occurred during the January and February Winter storms of 2017 (DR-4305 and DR-4308) resulting in over 100 locations in Marin County where damage occurred. Landslides occurred along Highway 101 and several local roads.



Figure 3.55: February 2017 Landslide on Lucas Valley Road
Source: Marin County

Significant damage in Marin County occurred during the January and February Winter storms of 2019 (DR-4431 and DR-4344), where a series of atmospheric rivers caused separate mudslides on Sir Francis Drake Boulevard in Lagunitas and on Highway 101 in Waldo (shutting down the road southbound).

On March 22, 2023, a mudslide severely damaged and buckled a 100-foot stretch of road on Redwood Boulevard adjacent to Highway 101 and just west of the Marin County Airport, forcing the closure of Olompali State Historic Park. The mudslide uncovered one of two PG&E gas lines but it remained intact.



Figure 3.56: March 2023 Mudslide in Marin County
Source: San Francisco Chronicle

Impacts

Marin County is largely undeveloped and has a widespread natural environment where creeks and rivers adjoin both private and public infrastructure. During times of intense rainfall, creeks tend to rise and the resulting high flows can erode roadway supporting earthen embankments leading to landslides and sometimes property damage. Historic development in the Marin County OA tends to be concentrated in small areas, with many homes located along creeks and on steep hillsides potentially impacted by precipitation-induced landslides. Thousands of existing structures have the potential to be impacted by landslides, including over ten thousand single family homes, in addition to multi-family, commercial structures, and structures on a few industrial parcels. Notably, hundreds of miles of roads are potentially impacted by landslides which can lead to their short-term closure during and after intense storm events and some power utility facilities could also be affected. Infrastructure, such as natural gas pipelines and water or wastewater infrastructure, can break or malfunction if the soil supporting them fails. This can lead to disruptions in energy delivery and water or wastewater services. Landslides, mudslides, and debris flows can move fast enough to damage or destroy homes or other structures in their path, block roadways (including evacuation routes), and injure or kill people caught in them. For most jurisdictions in the Marin County OA, at least 10% of its homes and roadways can potentially be impacted by landslides. Landslides and debris flows could also have ecological impacts for numerous waterbodies in Marin County, including Tomales Bay and the Bolinas Lagoon.

Extent and Probability

Slope instability throughout much of the Marin County OA is related to many factors, including, but not limited to; type(s) of soil involved and various geologic factors (presence of faults or other weakened soil planes), steepness of the slope and surrounding topography, intensity and duration of rainfall, presence of underground springs or groundwater, adequacy of surface water management, and proper erosion protection. While landslides occur in any given year, the frequency and number of landslides has been observed to be directly proportionate to the frequency and duration of rainfall events. A landslide and/or a debris flow could occur in any

unincorporated community of Marin County and throughout much of the Marin County OA due to its overall moderate to high landslide susceptibility.

Landslides are less likely to occur during the fall months (October-November) when the ground is sufficiently dry and can absorb the moderate rain events typically observed during this time of year. Landslides are more often observed between December and May when rain events are usually more intense and/or frequent. Under these circumstances, the ground has been saturated, becomes heavier, and the presence of water within the soil increases the pore pressure thereby reducing the friction between soil particles – which leads to sliding. Proper drainage management to maintain existing sufficient drainage patterns (on both private and public lands) is essential to limiting potential future landslide events. In the Marin County OA, renewed and potentially widespread landslide activity will most likely occur during or after future periods of prolonged or intense rainfall.

The extent of typical landslides in the Marin County OA, including in the unincorporated area, as estimated from previous occurrences, is on the order of 500 cubic yards of material displaced from an area 100 feet long and 30 feet deep. According to County engineering staff, Marin County seems to have bad slide years during heavy storms every five years. During these years, the County repairs a half dozen slides or more, so there might be a dozen bad slides across the County including incorporated areas. According to NOAA, the 5-year recurrence interval precipitation amount is 4 inches of rain in 12 hours, 5.8 inches of rain in 24 hours, or 7.6 inches of rain in 2 days.

Table 3.9: Marin County OA Hazard Risk Assessment – Debris Flows

Jurisdiction	Probability/ Likelihood of Future Events	Geographic Extent	Magnitude/ Severity	Climate Change Influence	Significance	Risk Score
Marin County	Occasional	Extensive	Severe	Medium	Medium	**13.00**
City of Belvedere	Occasional	Extensive	Severe	Medium	Medium	**13.00**
Town of Corte Madera	Likely	Limited	Severe	Low	Medium	**11.00**
Town of Fairfax	Likely	Limited	Moderate	Medium	Low	**10.00**
City of Larkspur	Likely	Limited	Severe	Medium	Medium	**12.00**
City of Mill Valley	Likely	Significant	Moderate	Medium	High	**13.00**
City of Novato	Likely	Negligible	Weak	Low	Low	**7.00**
Town of Ross	Occasional	Significant	Moderate	Medium	Medium	**11.00**
Town of San Anselmo	Likely	Limited	Moderate	Medium	Medium	**11.00**

City of San Rafael	Highly Likely	Significant	Moderate	Medium	Medium	**13.00**
City of Sausalito	Likely	Significant	Severe	Medium	High	**14.00**
Town of Tiburon	Occasional	Extensive	Severe	Medium	Medium	**13.00**
Bolinas Public Utility District	Highly Likely	Limited	Moderate	High	High	**14.00**
Las Gallinas Valley Sanitary District	Occasional	Negligible	Weak	Low	Low	**6.00**
North Marin Water District	Occasional	Significant	Moderate	High	Medium	**12.00**
Southern Marin Fire District	Likely	Significant	Moderate	Low	Low	**10.00**

Table 3.9: Marin County OA Hazard Risk Assessment – Debris Flow
Source: Profiled Jurisdictions and Districts

Vulnerability

Landslides due to storms are a relatively frequent occurrence in many populated areas of the Marin County OA, including in the unincorporated area, making it quite vulnerable to landslides. Areas with slopes greater than 50 percent have extreme susceptibility to landslide. Areas of particular concern are those that include high elevations and steep ravines and gulches associated with river and stream channels. Numerous major roads in unincorporated Marin County, including Sir Francis Drake Boulevard, Point Reyes Petaluma Road, Marshall Petaluma Road, Nicasio Valley Road, Lucas Valley Road, Highway 1 and Highway 101 all run through areas of steep slopes where a landslide could occur. A major closure of any of these roads could cut off access to communities, particularly in western Marin County, and limit access to emergency vehicles. Many of these major roads and communities along them, such as Lucas Valley, Marinwood, Lagunitas, Forest Knolls, San Geronimo, Woodacre, Olema and Point Reyes Station, lie along creeks that could impact them with debris flows.

Areas located at the base of creek alluvial fans have extreme susceptibility to mud flows, including after major fires where loose soil and ash can become deposited. Areas of particular concern are those where the widespread and lateral movement of mud and debris can occur. Areas where mud and debris can be channeled, including downslope roads and waterways, are also susceptible to mud flows. Overgrowth of vegetation in creeks and changes to natural drainage due to development can inhibit the flow of water and muddy debris, causing it to spill over creek banks and create overflow channels onto roadbeds and into adjacent communities in a debris flow or flooding event. A major wildfire and/or rain soaking event in any area of unincorporated Marin County could threaten creek-side communities with a debris flow. In addition, the Bolinas Lagoon and Highway 1 running along the east side of it lie at a natural alluvial fan of the Mount Tamalpais Watershed and could be susceptible to mud and debris from a wildfire around Mount Tamalpais. The Stinson Beach area is particularly vulnerable to any debris flows and subsequent flooding in the Bolinas Lagoon.

Critical infrastructure and facilities that are built into steep slopes, including water access delivery and communication systems, are all susceptible to landslides. Populations serviced by this infrastructure and/or that live in extreme landslide susceptibility zones are subsequently susceptible as well. Numerous communication facilities and other critical infrastructure lie in areas of western Marin County where there is high landslide susceptibility. The Marin County OA is hilly and mountainous overall and the distribution of the landslide hazard is varied across the county as indicated in figure 3.40. The combination of factors that cause landslides, including geology, vegetation, local drainage, and local grading make slope a poor proxy of landslide risk. However, parcels with an average slope above 20 percent are considered hillside lots and risks of slides are present on slopes of 30 percent and above. Slopes as high as 60 or 65 percent are common on hillsides throughout the county.

Numerous unincorporated communities in the Marin County OA have susceptibility to a debris flow: Lagunitas, Forest Knolls, San Geronimo and Woodacre all lie along San Geronimo Creek and a stretch of Sir Francis Drake Boulevard with high to moderate landslide susceptibility and could be vulnerable to debris flows. Numerous residences, businesses, schools and community centers lie in this area.

Outlying areas of Nicasio, particularly on the west side of Nicaso Valley Road, where there are multiple residences, have high to moderate susceptibility to landslides. Tocoloma lies along a section of Lagunitas Creek and could be susceptible to debris flow. The Tocoloma PG&E substation lies adjacent to the creek.

Several residences and businesses in Olema lie along Olema Creek and could be susceptible to debris flow. Point Reyes Station lies along Lagunitas Creek, though most of the buildings around the downtown core are not adjacent to the creek. There are residences and businesses in the outlying areas south of Point Reyes Station that could be susceptible to a debris flow in Lagunitas Creek. The hilly northern area of Point Reyes Station where there are residences is more susceptible to landslide.

Parts of Inverness are particularly susceptible to a landslide, including the southern end where there are numerous residences, a school, and the Inverness Fire Department. Areas of Seahaven where there are numerous residences are also particularly susceptible to a landslide. Large sections of Point Reyes National Seashore where there are residences, historic ranches, and other structures lie in areas of high landslide susceptibility.

Sections of the east shore of Tomales Bay along Highway 1, including north of Bivalve, from Marconi to Marshall, and from the area of Clarke Road north to Walker Creek are susceptible to a landslide. There are numerous residences and businesses along the shore, including in Marshall and at Marconi Conference Center State Historic Park (which is a critical facility), that lie in areas of high landslide susceptibility. While most of Tomales is in an area of moderate landslide susceptibility, the area is hilly and there are numerous residences, businesses, community facilities, schools, and emergency facilities susceptible to landslide. Areas of Dillon Beach where there are numerous residences have a high landslide susceptibility, particularly on the northern outlying areas of the community.

Areas in and around Bolinas where there are numerous homes, schools, and community facilities have a high landslide susceptibility. The Woodrat Water Treatment Plant and associated facilities along with the Bolinas PG&E substation north of Bolinas lie in areas of moderate to high landslide susceptibility. The community of Dogtown, where there are numerous residences, lies in areas of moderate to high landslide susceptibility. There are also numerous creeks that run through Dogtown that could impact it with debris flows. Parts of

Stinson Beach, particularly northeast of Highway 1 in the foothills. where there are numerous residences, the Stinson Beach Community Center and the Stinson Beach Fire Station, lie in areas of moderate to high landslide susceptibility.

Most all of Muir Beach and the surrounding area, where there are numerous residences, the Muir Beach Community Center and the Muir Beach Fire Station, lie in an area of high landslide susceptibility. Much of Tamalpais Valley and the outskirts of Marin City lie in an area of high landslide susceptibility. There are hundreds of residences along with several schools, community centers and emergency facilities that lie in this area, including on the northern end of Marin City. While Alto has low landslide susceptibility, most of Strawberry down to Harbor Point lies in an area of moderate to high landslide susceptibility. Parts of Paradise Cay and most of the east side of the Tiburon Peninsula also have high landslide susceptibility. There are hundreds of residences and several schools and community centers in these areas, as well as the Southern Marin Fire Protection District Station #9.

Areas of Kentfield, particularly in the foothills of Mount Tamalpais and on the northeast side of Sir Francis Drake Boulevard down into Greenbrae, and most of California City have moderate to high landslide susceptibility. There are hundreds of residences in this area. Most critical facilities in Kentwood do not lie in areas of landslide susceptibility but are located along Corte Madera Creek and could be susceptible to debris flows that originate along the flanks of Mount Tamalpais. The northern end of San Quentin is in an area of moderate to high landslide susceptibility, and parts of San Quentin State Prison are vulnerable to a landslide.

Residences on the outskirts of Lucas Valley, Marinwood, and Sleepy Hollow that lie in the foothills have a moderate to high susceptibility to landslides, as do residences in most of Los Ranchitos and in the area of Marinwood and Saint Vincent around Highway 101. Several health care facilities and schools also lie in this fringe. Areas of Lucas Valley and Marinwood along Miller Creek may be particularly susceptible to a debris flow in the creek. Numerous residences and a school lie in this area. Areas of Santa Venitia around the San Pedro Mountain Open Space Preserve have moderate to high susceptibility to landslides. There are dozens of homes in this area. Most critical facilities in Santa Venitia lie outside areas of landslide susceptibility.

The western side of the Green Point-Black Point area has high landslide susceptibility while the eastern side is more moderately susceptible with pockets of high susceptibility. The entire area is primarily residential and hundreds of homes along with a school have some vulnerability to a landslide. There are residential areas in the unincorporated County west of Novato in the foothills with hundreds of homes that have moderate to high susceptibility of a landslide and could be vulnerable to a debris flow from any of the creeks that originate in the mountains.

Landslides, mudslides, and debris flows can move fast enough to damage or destroy homes or other structures in their path, block roadways (including evacuation routes), and injure or kill people caught in them. Marin County OA populations that are most vulnerable to the effects of landslides, debris flows, and post-fire debris flows include:

- Low-income households
- Households in poverty
- Renters
- Persons living in mobile homes
- Persons living on single access roads
- Persons without access to transportation or telecommunications
- Outdoor workers

- Houseless population
- Persons with disabilities

The most vulnerable populations are those that may be unable to evacuate due to limited mobility, lack of access to a vehicle, or language barriers that may prevent awareness of emergency notifications. Those living on single-access roadways in the hilly areas of the County or those living in less resilient housing may lose access to their homes if roadways or the structures are damaged or destroyed by a landslide. Development on hillsides in places like Mill Valley was done in the 1920s and 1930s, long before landslides were factored into design and construction regulations.

Climate Change and Future Development Considerations

Extreme storm events and more frequent wildfires as a result of climate change have the potential to increase the amount and severity of landslides, including disastrous debris flows. Climate change is leading to more volatile precipitation patterns around the world with very dry stretches punctuated by storms that drop large amounts of rain in a short amount of time. Landslides in wetter regions of California, including the Marin County OA, move on average faster and farther downhill during rainy periods compared to drought years, according to a 2022 study by the American Geophysical Union (AGU), showing the increased potential for landslides in the Marin County OA in rainy years. As development increases in the numerous canyons and around the many open spaces of the Marin County OA, the potential for significant impacts from a landslide and/or mudflow increases. Future development should take into account the movement of mud and debris in waterways after a major rain event. Adequate space adjacent to susceptible waterways should be maintained free of development to allow for the passage of mud and debris, and catchment basins should be built in these areas to help capture any excess mud and debris.

3.3.3 DROUGHT

A drought is a deficiency in precipitation over an extended period, usually a season or more, resulting in a water shortage causing adverse impacts on vegetation, animals, and/or people. It is a normal recurrent feature of climate that occurs in virtually all climate zones, from very wet to very dry. Drought is a temporary aberration from normal climatic conditions and can thus vary significantly from one region to another. Droughts occur slowly, over a multi-year period, and it is often not obvious or easy to quantify when a drought begins and ends. Drought is a complex issue involving many factors—it occurs when a normal amount of moisture is not available to satisfy an area's usual water-consuming activities.

There are several types of drought which can often be defined regionally based on their effects:

- Meteorological drought is usually defined by a period of below average water supply, based on the degree of dryness (in comparison to normal or average) and the duration of the dry period. Drought onset generally occurs with a meteorological drought.
- Agricultural drought occurs when there is an inadequate water supply to meet the needs of the state's crops and other agricultural operations such as livestock. Agricultural drought links various characteristics of meteorological (or hydrological) drought to agricultural impacts, focusing on precipitation shortages, soil water deficits, reduced ground water or reservoir levels needed for irrigation.

- Hydrological drought is defined as deficiencies in surface and subsurface water supplies. It is generally measured as stream flow, snowpack, and as lake, reservoir, and groundwater levels. Hydrological drought usually occurs following periods of extended precipitation shortfalls.
- Socioeconomic drought occurs when a drought impacts health, well-being, and quality of life, or when a drought starts to have an adverse economic impact on a region.

Location and Previous Occurrences

Historically, California has experienced multiple severe droughts. According to the California Department of Water Resources (DWR), droughts exceeding three years are relatively rare in Northern California, the source of much of the State's developed water supply. The 1929-34 drought established the criteria commonly used in designing storage capacity and yield of large Northern California reservoirs. The driest single year of California's measured hydrologic record was 2013. A drought emergency was declared for the state in 2014, and lifted in 2017 after a series of strong winter storms.

The U.S. Drought Monitor provides a general summary of current drought conditions. See Figure 3.57 for drought conditions in 2023, Figure 3.58 for drought conditions in 2020 and Figure 3.59 for drought conditions in 2016.

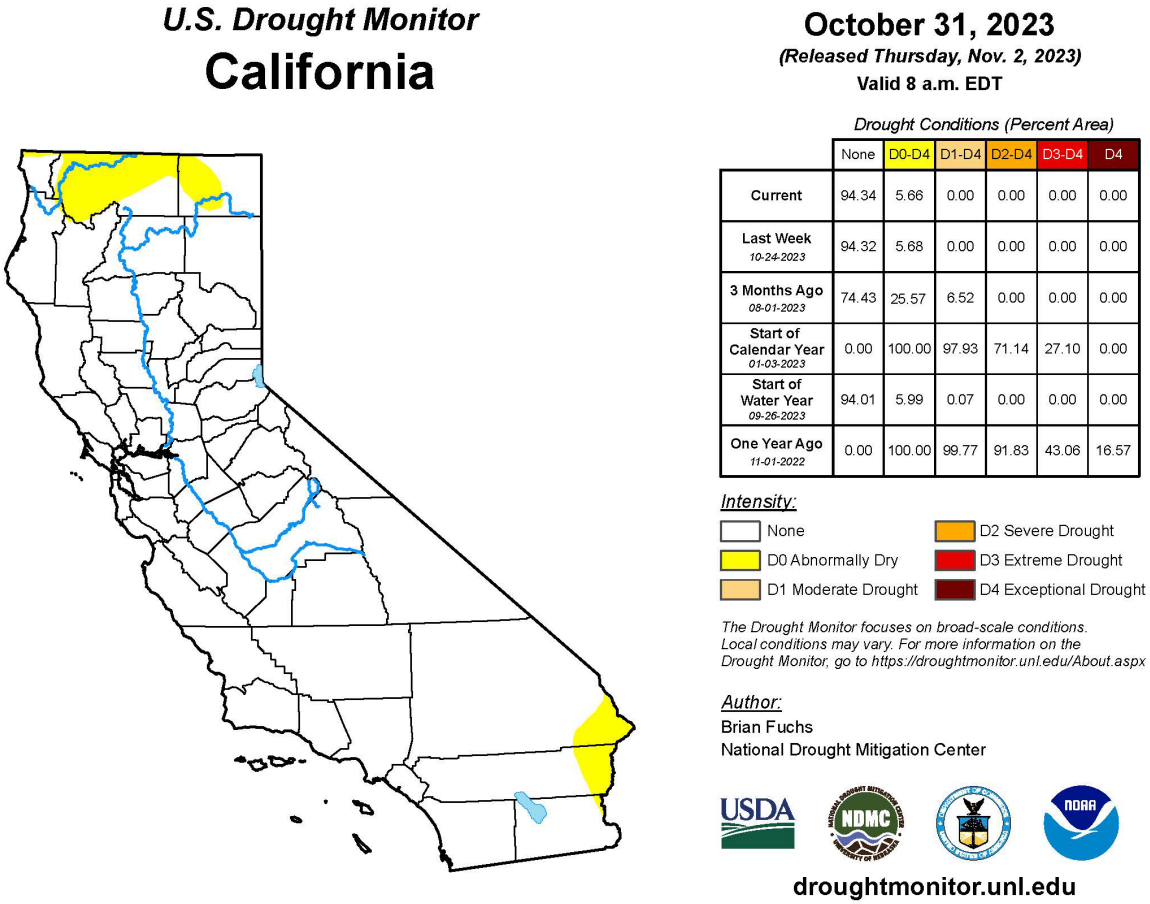


Figure 3.57: U.S. Drought Monitor for California (2023)
Source: USDA

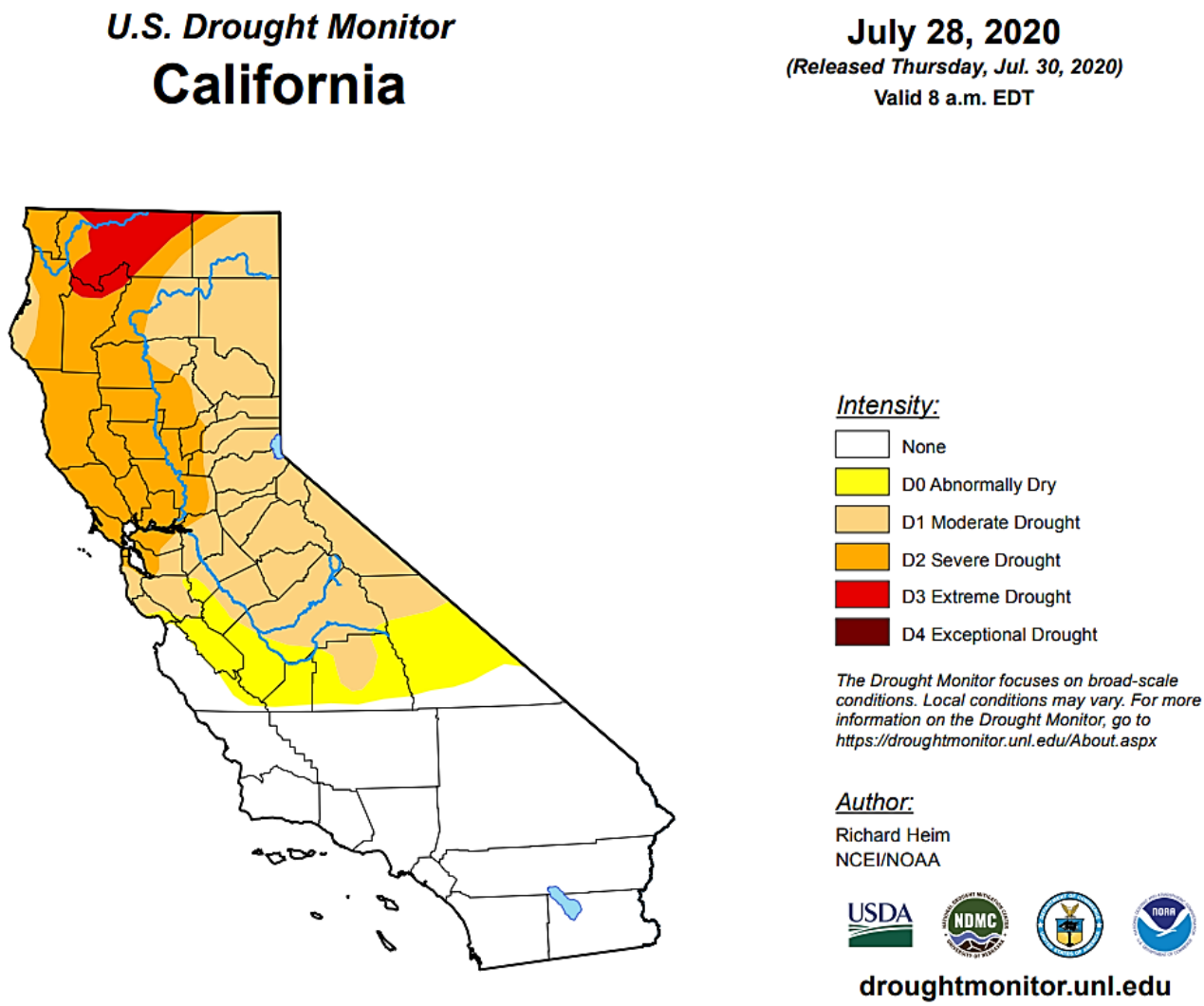


Figure 3.58: U.S. Drought Monitor for California (2020)
Source: USDA

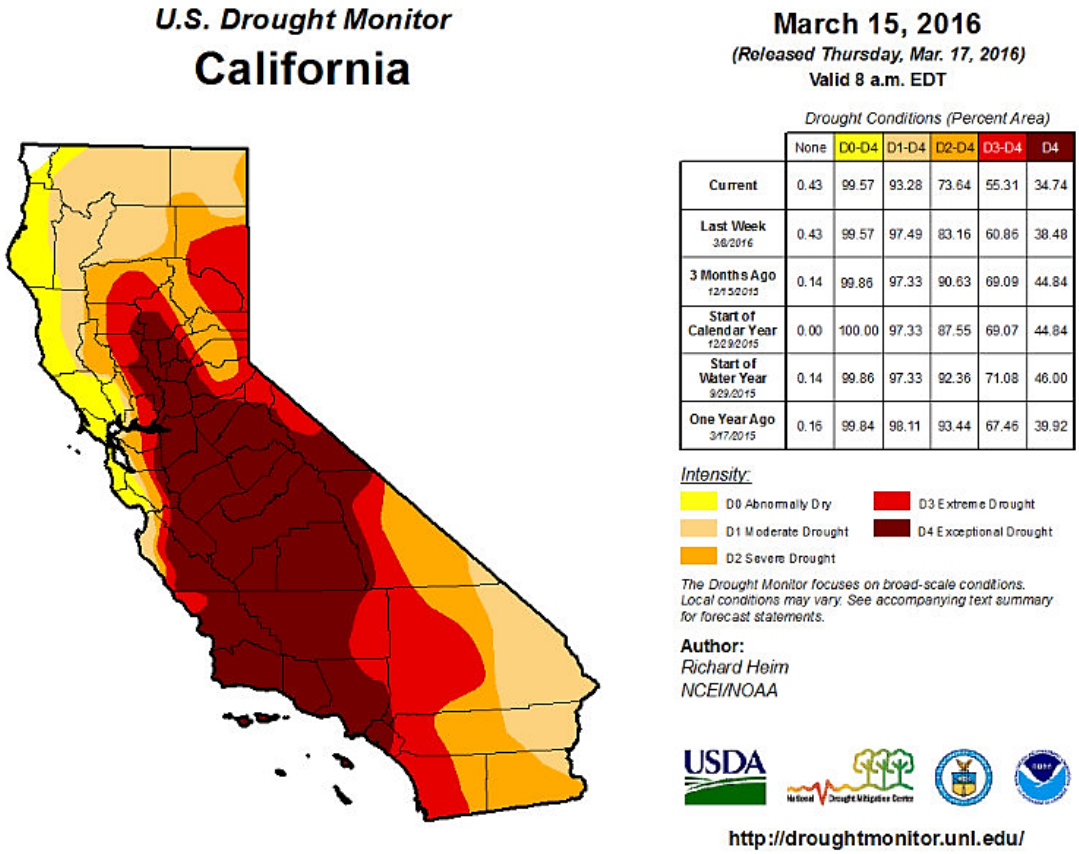


Figure 3.59: U.S. Drought Monitor for California (2016)
Source: USDA

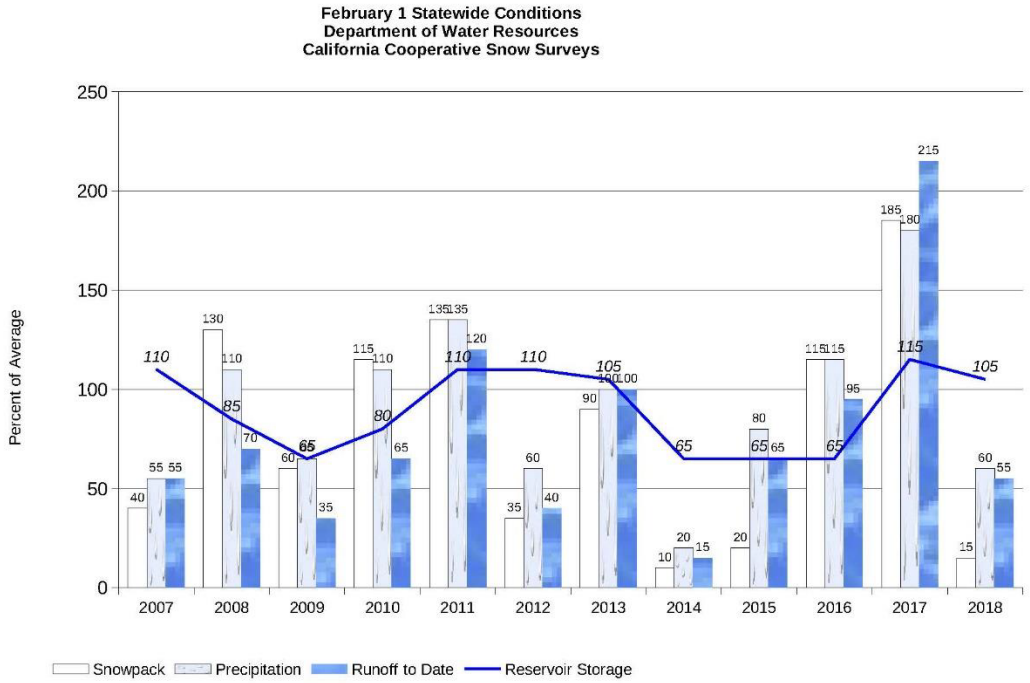


Figure 3.60: Water Supply Conditions in California 2005-2018
Source: 2018 State of California Hazard Mitigation Plan

A drought emergency for the State of California was issued on January 17, 2014. This declaration came on the heels of a report that stated that California had the least amount of rainfall in its 163-year history. Drought conditions worsened through 2014 and into 2015. On April 1, 2015, following the lowest snowpack ever recorded, actions were announced by the State that would save water, increase enforcement to prevent wasteful water use, streamline the State's drought response, and invest in new technologies to make California more drought resilient. The State Water Resources Control Board was directed to implement mandatory water reductions in cities and towns across California to reduce water usage by 25 percent. This savings amounted to approximately 1.5 million acre-feet of water through the end of 2015.

In July 2021, the State of California added Marin County to its list of counties falling under its state of emergency regarding deepening drought conditions and record-breaking high temperatures statewide. After hearing details about local dry conditions and water supplies, the Marin County Board of Supervisors voted unanimously on May 18, 2021 to declare a local emergency and acknowledge the imminent threat of disaster. The declaration acknowledged the extent and impacts of the drought in Marin, which is severely affecting dairies and ranchers in West Marin. It also made the County eligible for California Disaster Assistance and other forms of state funding and resources. The local declaration cleared the way for state authorities to aid response and recovery efforts available to the County, water suppliers, farmers, impacted businesses and residents. In August 2021, with reservoir levels at historic lows, both MMWD and NMWD declared a water shortage emergency and adopted mandatory water use restrictions, with respective reduction goals of 40 percent and 20 percent. In October 2021, the Governor of California signed a proclamation extending the drought emergency statewide. In March 2023 the Governor eased drought restrictions and ended the drought emergency.

All areas of the Marin County OA could experience drought, including vegetated areas where drier conditions could lead to an increase in wildfires and tree mortality.

Impacts

Drought impacts are wide-reaching and may be economic, environmental, and/or societal. The most significant impacts associated with drought in the planning area are those related to water intensive activities such as agriculture, wildfire protection, municipal usage, commerce, tourism, recreation, and wildlife preservation. During a drought, allocations go down, which results in reduced water availability. Voluntary conservation measures are typically implemented during extended droughts. A reduction of electric power generation and water quality deterioration are also potential problems. Drought conditions can also cause soil to compact and not absorb water well, potentially making an area more susceptible to flooding.

Drought can have secondary impacts. For example, drought is a major determinant of wildfire hazard, in that it creates greater propensity for fire starts and larger, more prolonged conflagrations fueled by excessively dry vegetation, along with reduced water supply for firefighting purposes. Drought is also an economic hazard. Significant economic impacts on California's agriculture industry can occur as a result of short- and long-term drought conditions; these include hardships to farmers, farm workers, packers, and shippers of agricultural products. Health and property impacts, such as water contamination (especially private wells), economic losses to individuals, physical and mental health impacts may also occur. In some cases, droughts can also cause significant increases in food prices to the consumer due to shortages, causing possible food insecurity or dietary changes, which may lead to poorer health outcomes. Drought can also result in lack of water and subsequent feed available to grazing

livestock, potentially leading to risk of livestock death and resulting in losses to the State's and Marin County's agricultural economy.

Based on historical information, the occurrence of drought in California, including the Marin County OA, is cyclical, driven by weather patterns. Drought has occurred in the past and will occur in the future. Periods of actual drought with adverse impacts can vary in duration, and the period between droughts is often extended. Although an area may be under an extended dry period, determining when it becomes a drought is based on impacts to individual water users.

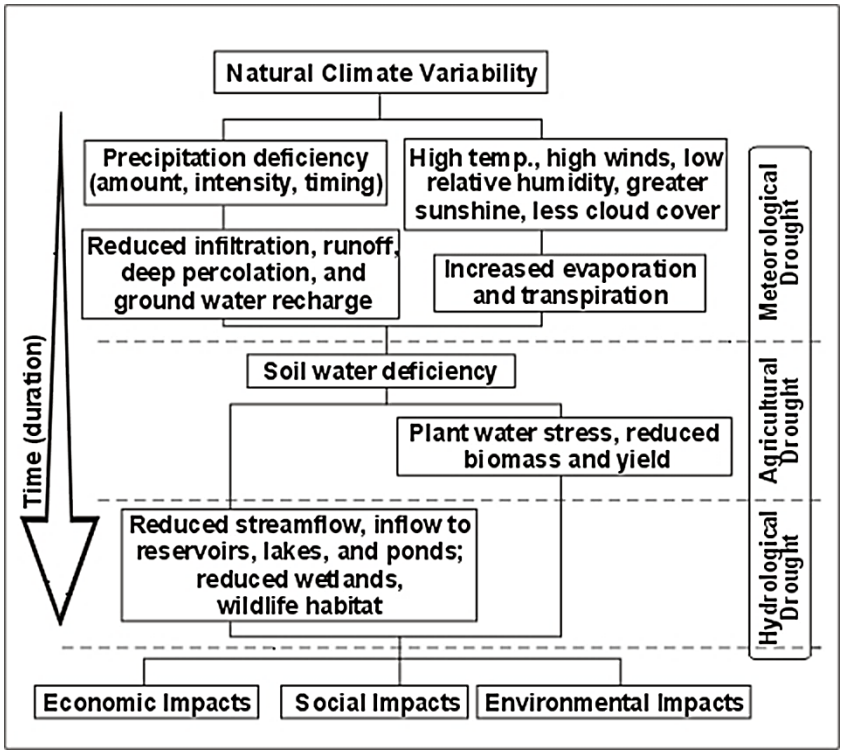


Figure 3.61: Drought Impacts
Source: National Drought Mitigation Center

Drought also has a significant impact on tree mortality. Figures 3.64 shows the impact of tree mortality in Marin County in 2022.

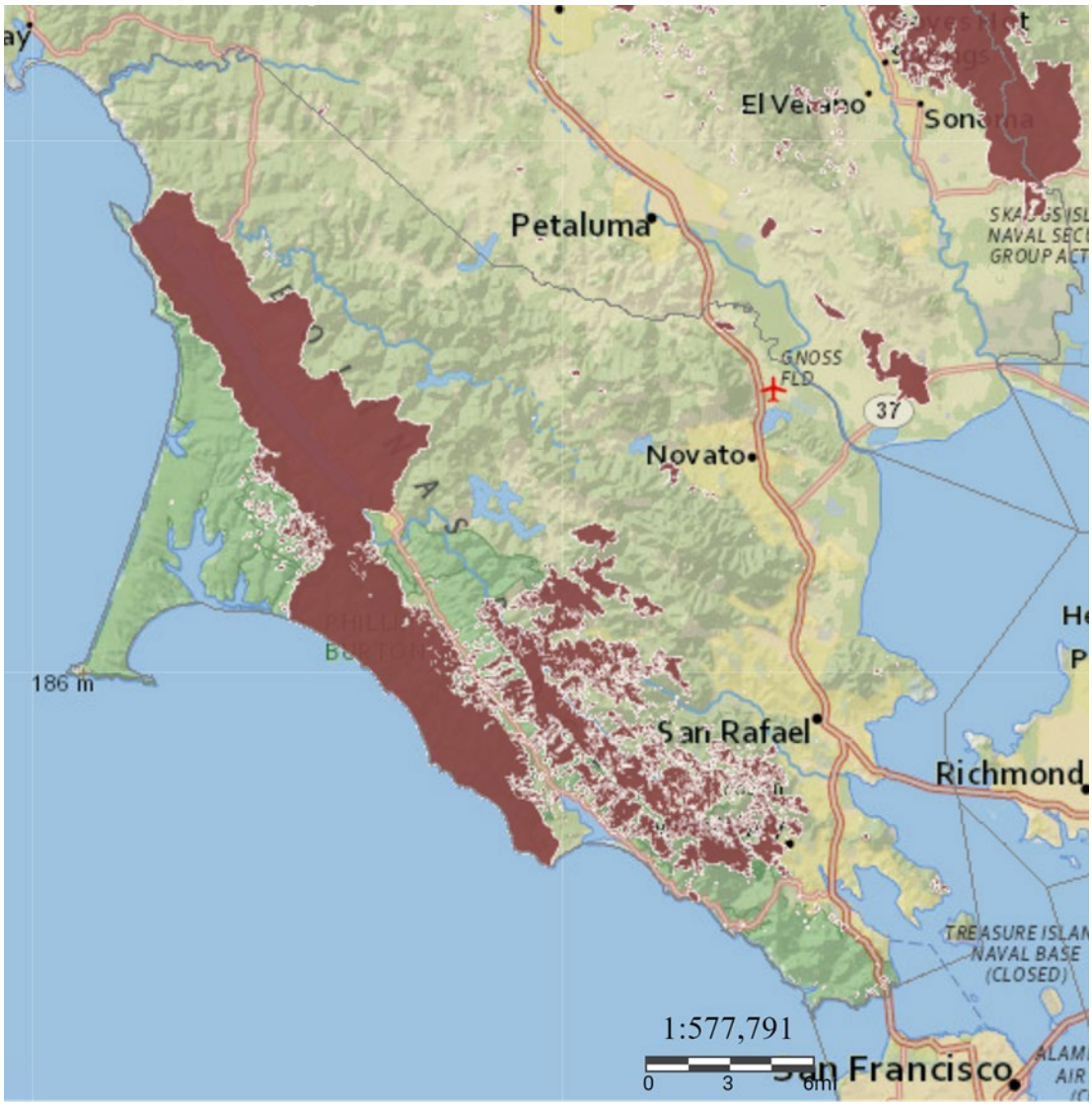


Figure 3.62: 2022 Locations of Tree Mortality in the Marin County OA
Source: CALFIRE

Extent and Probability

Scientists expect that climate change will lead to more frequent and more intense droughts statewide. Overall, precipitation levels are expected to stay similar, and may even increase in some places. However, the state's current data say that there will be more years with extreme levels of precipitation, both high and low, as a result of climate change. This is expected to cause more droughts that last longer and are more intense, compared to historical norms. Higher air temperatures are expected to increase evaporation, causing more water loss from lakes and reservoirs and decreasing soil moisture to greater depths.

Table 3.10: Marin County OA Hazard Risk Assessment – Drought						
Jurisdiction	**Probability/ Likelihood of Future Events**	**Geographic Extent**	**Magnitude/ Severity**	**Climate Change Influence**	**Significance**	**Risk Score**
Marin County	Highly Likely	Extensive	Moderate	High	High	**16.00**
City of Belvedere	Highly Likely	Extensive	Moderate	High	High	**16.00**
Town of Corte Madera	Likely	Extensive	Weak	High	Medium	**13.00**
Town of Fairfax	Occasional	Extensive	Weak	Medium	Low	**10.00**
City of Larkspur	Occasional	Extensive	Moderate	High	Medium	**13.00**
City of Mill Valley	Likely	Extensive	Weak	High	Medium	**13.00**
City of Novato	Likely	Extensive	Weak	High	Medium	**13.00**
Town of Ross	Likely	Extensive	Moderate	Medium	High	**14.00**
Town of San Anselmo	Likely	Extensive	Extreme	High	High	**17.00**
City of San Rafael	Likely	Extensive	Moderate	High	Medium	**14.00**
City of Sausalito	Unlikely	Negligible	None	Low	Low	**4.00**
Town of Tiburon	Highly Likely	Extensive	Moderate	High	High	**16.00**
Bolinas Public Utility District	Highly Likely	Extensive	Severe	High	High	**17.00**
Las Gallinas Valley Sanitary District	Likely	Limited	None	High	Medium	**10.00**
North Marin Water District	Occasional	Extensive	Severe	High	Medium	**14.00**
Southern Marin Fire District	Likely	Significant	Severe	High	Medium	**14.00**

Table 3.10: Marin County OA Hazard Risk Assessment – Drought
Source: Profiled Jurisdictions and Districts

Vulnerability

The vulnerability of the Marin County OA to drought is countywide, but impacts may vary by area and include reduction in water supply, agricultural losses, and an increase in dry fuels.

During drought, declines in surface water flows can be detrimental to water supplies for agriculture and cities, hydropower production, navigation, recreation, and natural ecosystems, particularly habitat for aquatic and riparian species. Communities in the Marin County OA, may experience water shortages during drought conditions which lead to mandatory water use restrictions and possibly the importation of water. During drought events, the flow of water in creeks and streams is reduced, creating more slow-moving or standing water. This can concentrate sediment and toxins in the low water levels, causing harm to plants and animals. Many fish species also rely on specific water temperatures and stream flow speeds, especially for spawning and egg incubation, and changes to stream velocity as a result of drought conditions can affect reproduction. Droughts can also indirectly lead to more wildfires, and the stress caused by water shortages can weaken plants, making them more susceptible to pests and diseases. As drought persists, longer-term impacts can emerge, such as land subsidence, seawater intrusion, and damage to ecosystems. During prolonged or severe drought, County residents would be impacted by water use restrictions and changes to water supply.

Climate Change and Future Development Considerations

Climate change increases the odds of worsening drought. Warmer temperatures enhance evaporation, which reduces surface water and dries out soils and vegetation. This makes periods with low precipitation in the summer drier than they would be in cooler conditions. Climate also alters the timing of water availability as warmer winter temperatures cause less precipitation to fall. During droughts, communities in the Marin County OA may have limited access to water for household use, including drinking, cooking, cleaning, and watering plants, as well as for agriculture, transportation, and power generation. Drought may lead to higher water costs, rationing, or even the decimation of important water sources like wells in the Marin County OA. As more people move into the Marin County OA, additional strain will be placed on the OA's water supply. Drought can affect livestock and crops in the Marin County OA, impacting its economy. Drought can increase the occurrence and severity of wildfires and tree mortality in the Marin County OA. Impacts to residents and infrastructure from wildfire as a result of drought will increase as more development occurs in the mountainous areas of the Marin County OA where wildfires are more likely to occur. Drought also increases the amount of carbon dioxide in the atmosphere, including by decreasing land productivity, which reduces the amount of vegetation storing carbon dioxide. In addition, increases in drought-related wildfire and soil erosion can release carbon dioxide sequestered in trees and plants back into the atmosphere. This will only worsen climate change for the Marin County OA into the future. When considering future development, the Marin County OA can help prepare for both future droughts and climate change by practicing and promoting water conservation and enhancing water efficiency throughout landscapes, city plans, and water infrastructure. The Marin County OA can also identify alternative water supplies, create drought emergency plans, and encourage farmers to plant drought-resistant crops.

3.3.4 EARTHQUAKE

Earthquakes are sudden rolling or shaking events caused by movement under the earth's surface. Earthquakes happen along cracks in the earth's surface, called fault lines, and can be felt over large areas, although they usually last less than one minute.

The amount of energy released during an earthquake is usually expressed as a magnitude and is currently measured by seismologists on the Moment Magnitude (Mw Scale). The Mw Scale was developed to succeed the previously used Richter Scale and is measured on a scale of zero to ten with increasing values reflecting increasing intensity.

The other commonly used measure of earthquake severity is intensity, which is an expression of the amount of shaking at any given location on the ground service. Intensity is most commonly measured on the Modified Mercalli Intensity (MMI) Scale (see Figure 3.63).

Intensity	Shaking	Description/Damage
I	Not felt	Not felt except by a very few under especially favorable conditions.
II	Weak	Felt only by a few persons at rest,especially on upper floors of buildings.
III	Weak	Felt quite noticeably by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Duration estimated.
IV	Light	Felt indoors by many, outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building. Standing motor cars rocked noticeably.
V	Moderate	Felt by nearly everyone; many awakened. Some dishes, windows broken. Unstable objects overturned. Pendulum clocks may stop.
VI	Strong	Felt by all, many frightened. Some heavy furniture moved; a few instances of fallen plaster. Damage slight.
VII	Very strong	Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken.
VIII	Severe	Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned.
IX	Violent	Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations.
X	Extreme	Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent.

Figure 3.63: Modified Mercalli Intensity Scale

Figure 3.64 gives intensities (measured on the MMI scale) that are typically observed at locations near the epicenter or earthquakes of different magnitudes.

Richter Magnitude Scale	Typical Maximum Modified Mercalli Intensity Scale
1.0 – 2.9	I
3.0 – 3.9	II – III
4.0 – 4.9	IV – V
5.0 – 5.9	VI – VII
6.0 – 6.9	VII – IX
7.0 or higher	VIII or higher

Figure 3.64: Mercalli Scale vs. Magnitude

The extent of ground shaking also depends in large part on how soft the underlying soil is. Soft soils amplify ground shaking (see Figure 3.65). This was observed during the 1989 Loma Prieta Earthquake when the most significant damages experienced in San Francisco were in the Marina District, which was built on fill.

Soil type A	Vs > 1500 m/sec	Includes unweathered intrusive igneous rock. Occurs infrequently in the bay area. We consider it with type B (both A and B are represented by the color blue on the map). Soil types A and B do not contribute greatly to shaking amplification.
Soil type B	1500 m/sec > Vs > 750 m/sec	Includes volcanics, most Mesozoic bedrock, and some Franciscan bedrock. (Mesozoic rocks are between 245 and 64 million years old. The Franciscan Complex is a Mesozoic unit that is common in the Bay Area.)
Soil Type C	750 m/sec > Vs > 350 m/sec	Includes some Quaternary (less than 1.8 million years old) sands, sandstones and mudstones, some Upper Tertiary (1.8 to 24 million years old) sandstones, mudstones and limestone, some Lower Tertiary (24 to 64 million years old) mudstones and sandstones, and Franciscan melange and serpentinite.
Soil Type D	350 m/sec > Vs > 200 m/sec	Includes some Quaternary muds, sands, gravels, silts and mud. Significant amplification of shaking by these soils is generally expected.
Soil Type E	200 m/sec > Vs	Includes water-saturated mud and artificial fill. The strongest amplification of shaking due is expected for this soil type.

Figure 3.65: Soil Types

An earthquake fault is defined as “a fracture or fracture zone in the earth’s crust along which there has been displacement of the sides relative to one another.” For the purpose of planning there are two types of faults, active and inactive. Active faults have experienced displacement in historic time, suggesting that future displacement may be expected. Inactive faults show no evidence of movement in recent geologic time, suggesting that these faults are dormant.

Two types of fault movement represent possible hazards to structures in the immediate vicinity of the fault: fault creep and sudden fault displacement. Fault creep, a slow movement of one side of a fault relative to the other, can cause cracking and buckling of sidewalks and foundations even without perceptible ground shaking. Sudden fault displacement occurs during an earthquake event and may result in the collapse of buildings or other structures that are found along the fault zone when fault displacement exceeds an inch or two. The only protection against damage caused directly by fault displacement is to prohibit construction in the fault zone.

Location and Previous Occurrences

The potential for earthquake damage exists throughout Marin County because of a combination of the number of active faults within and near the County and the presence of soils vulnerable to liquefaction. These faults are shown on the California Geological Survey (CGS) Fault Activity Map of California (see Figure 3.68. Fault Activity Map below). Descriptions of the most significant active faults to Marin are provided below.

San Andreas fault: The San Andreas Fault traverses Marin County running north and south in the western quarter of the county. It enters Marin on the Pacific Coast near Bolinas, follows the path of Highway 1 and Tomales Bay, exiting Marin at sea just west of Dillon Beach. Hayward fault: the eastern, more heavily populated part of Marin is less than ten miles from the northern section of the Hayward fault. Rodgers Creek fault: The northern part of Marin is less than ten miles from the Rodgers Creek fault. See Figure 3.66 for a map of earthquake faults and probability of shaking across the Marin County OA.

Earthquake Shake Intensity

The colors on Figures 3.66 and 3.67 represent the level of ground shaking intensity of a potential future earthquake. The result is expressed as the level of ground shaking (**expressed as a percentage of gravity**) that on average occurs every 500 years.

This map shows the expected relative intensity of ground shaking and damage in California from anticipated future earthquakes. The shaking potential is calculated as the level of ground motion that has a 2% chance of being exceeded in 50 years, which is the same as the level of ground-shaking with about a 2500 year average repeat time. The relatively long-period (1.0 second) earthquake shaking is shown here. Long period-shaking affects tall, relatively flexible buildings, but also correlates well with overall earthquake damage.

Earthquake Shaking Potential Maps for California depict expected intermediate period (1s or 1hz) ground motions with 2% exceedance probability in 50 years.

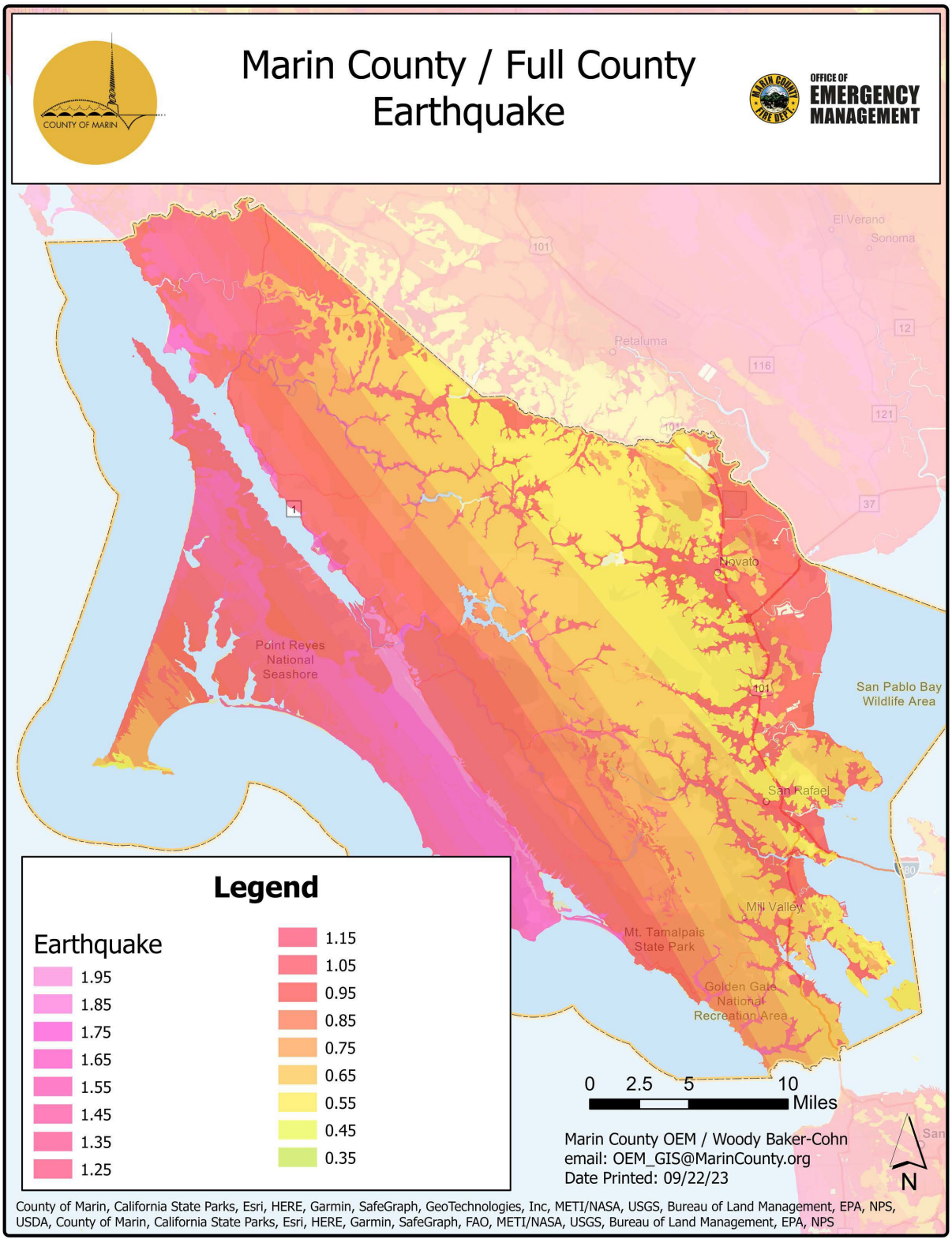


Figure 3.66: Earthquake Faults and Probability of Shaking in the Marin County OA
Sources: Marin County OEM, USGS

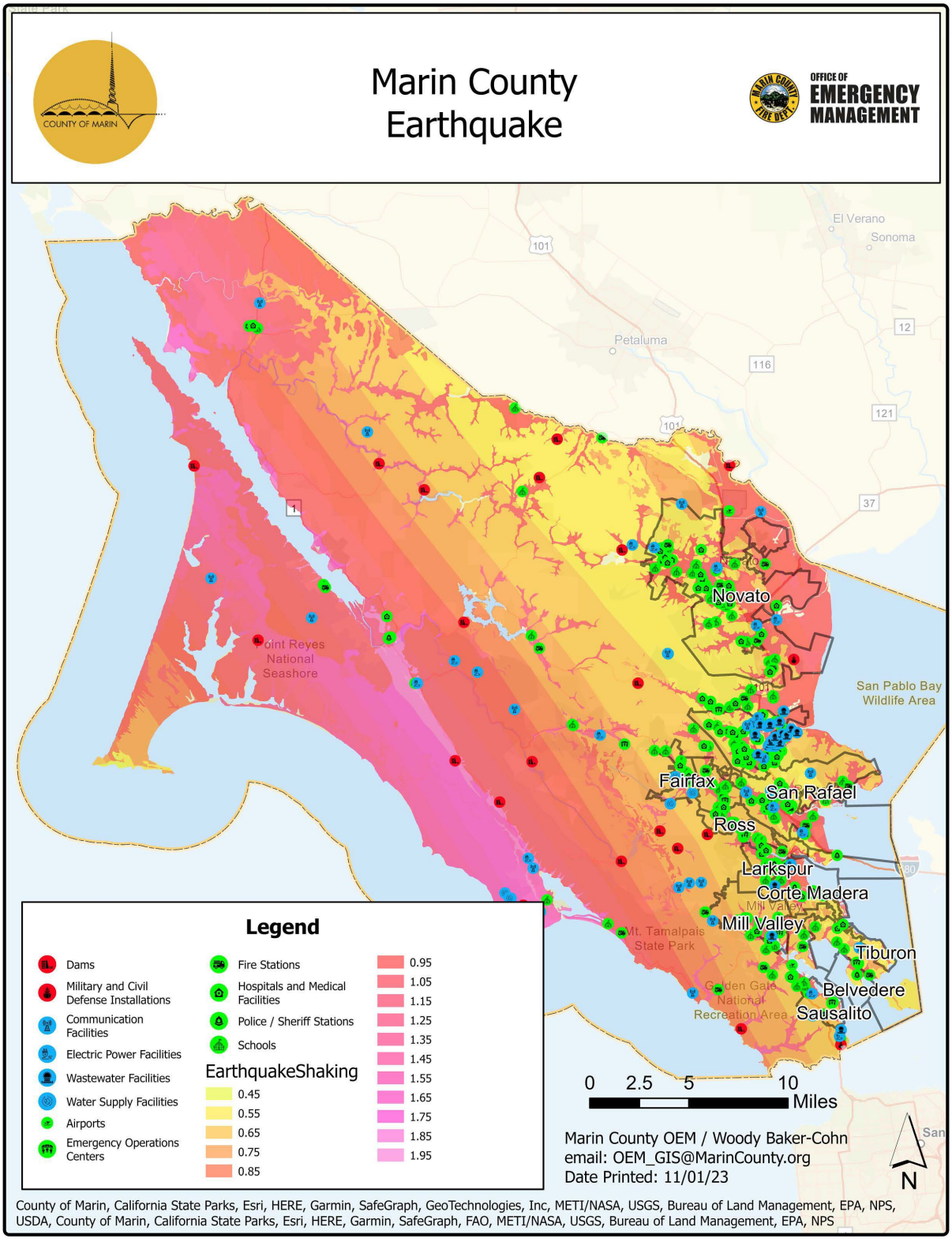


Figure 3.67: Marin County Earthquake Shaking Potential and Critical Facilities
Source: Marin County OEM

There are faults that do not traverse the Marin County OA that may cause shaking effects to occur inside the County.

According to the Association of Bay Area Governments Resilience Program, “the San Andreas Fault was the source of the magnitude of 7.8 earthquake in 1906. Marin was sparsely inhabited at that time and experienced relatively moderate property loss and only two deaths. The epicenter was just two miles west of San Francisco and West Marin experienced some pronounced earthquake effects. This included a horizontal earth displacement of 21 feet near the head of Tomales Bay.

On October 17, 1989, a magnitude 7.1 earthquake occurred on the San Andreas Fault, the largest earthquake to occur in the San Francisco Bay Area since 1906. This earthquake was named the Loma Prieta Earthquake due to its calculated epicenter. The impact of the Loma Prieta Earthquake was most apparent in the northeast area of Santa Cruz. If the fault rupture location were closer, a strong shaking such as this could have caused severe damage within Marin County, including damage to life-line routes. The Loma Prieta Earthquake was not “the big one,” which is a common reference to an event with a magnitude of 8 or larger (such as the 1906 San Francisco quake).

Impacts

Ground shaking is the primary earthquake hazard. Many factors affect the survivability of structures and systems from earthquake-caused ground motions. These factors include proximity to the fault, direction of rupture, epicenter location and depth, magnitude, local geologic and soils conditions, types and quality of construction, building configurations and heights, and comparable factors that relate to utility, transportation, and other network systems. Ground motions become structurally damaging when average peak accelerations reach 10 to 15 percent of gravity, average peak velocities reach 8 to 12 centimeters per second, and when the Modified Mercalli Intensity Scale is about VII (18-34 percent peak ground acceleration), which is considered to be very strong (general alarm; walls crack; plaster falls).

Earthquakes can result in liquefaction. Liquefaction is a process whereby soil is temporarily transformed to a fluid form during intense and prolonged ground shaking. Areas most prone to liquefaction are those that are water saturated (e.g., where the water table is less than 30 feet below the surface) and consist of relatively uniform sands that are loose to medium density. In addition to necessary soil conditions, the ground acceleration and duration of the earthquake must be of sufficient energy to induce liquefaction.

Liquefaction during major earthquakes has caused severe damage to structures on level ground as a result of settling, tilting, or floating. Such damage occurred in San Francisco on bay-filled areas during the 1989 Loma Prieta earthquake, even though the epicenter was several miles away. If liquefaction occurs in or under a sloping soil mass, the entire mass may flow toward a lower elevation. Of particular concern in terms of developed and newly developing areas are fill areas that have been poorly compacted.

Earthquakes can cause settlement. Settlement can occur in poorly consolidated soils during ground shaking. During settlement, the soil materials are physically rearranged by the shaking to result in a less stable alignment of the individual minerals. Settlement of sufficient magnitude to cause significant structural damage is normally associated with rapidly deposited alluvial soils or improperly founded or poorly compacted fill. These areas are known to undergo extensive settling with the addition of irrigation water, but evidence due to ground shaking is not available.

Earthquakes can also cause seiches, landslides, and dam failures. A seiche is a periodic oscillation of a body of water resulting from seismic shaking or other factors that could cause flooding. Earthquakes may cause landslides, particularly during the wet season, in areas of high water or saturated soils. Earthquake impact on life, property, and environment may include cascading impacts of lifelines loss (water, electricity), loss of housing, injuries and mortality, surge in healthcare facilities, and disruption to EMS services.

Most structures in the Marin County OA, including in the unincorporated area, were built before 1970, when major seismic design changes were made to the building code and are particularly vulnerable to earthquakes and liquefaction. Wood framed homes, however, are light and flexible and can often survive earthquakes with minimal damage as long as the foundations are properly retrofitted (bolted and braced). The County of Marin and its political subdivisions have adopted California Building, Plumbing, Electrical and Mechanical Codes whereby no building or structure is erected, constructed, enlarged, improved, removed, or converted without a permit. Adherence to these codes currently allows the county to gather data on retrofitting and current building code compliance. It is important to note that these data continue to have limitations for assessing overall vulnerability in the county for all structures.

The majority of the Marin County OA's single-family buildings with foundations to bedrock will perform well in a shake. Modern multi-story buildings with foundations to bedrock should not be subject to collapse, although some serious damage may occur. However, many heavier developed areas of the Marin County OA are built on soft alluvial soils or filled-in water ways. Due to liquefaction, these soils will significantly increase the shaking effects and will account for the majority of damaged and destroyed structures, regardless of their proximity to the fault line. Liquefaction occurs when ground shaking causes loose, saturated soil to lose strength and act as a viscous fluid. When liquefaction occurs, it can result in the sidelong movement of large masses of soil, loss of strength in the soil supporting structures causing structures to collapse, and/or consolidation due to soil settlement decreasing soil surface elevations. The county's topography includes large areas of steep slopes, adding to the vulnerability of earthquake induced disasters with the additional danger of debris flow (landslides). Bluff erosion along the coastal areas also poses unique threats to coastal structures and roads during times of earthquake.

Extent and Probability

An earthquake could occur and affect any area of the Marin County OA, including the unincorporated area. The ABAG Resilience Program analysis shows risk of liquefaction in Corte Madera, Larkspur, Bel Marin Keys, Novato, Ross Valley along creeks (Ross, San Anselmo, Fairfax), San Geronimo, San Rafael, Santa Venetia, communities around Richardson Bay (Belvedere, Marin City, Mill Valley, Sausalito, Strawberry, Tam Valley, Tiburon), Stinson Beach, Tomales Bay-side communities, and the county-owned Gnoss Field Airport.

According to a September 24, 2016 article in the Marin Independent Journal, "The Working Group on California Earthquake Probabilities has updated its earthquake forecast and determined there is a 72 percent probability - up from 63 percent - of at least one earthquake of magnitude 6.7 or greater striking somewhere in the Bay Area before 2043." The Association of Bay Area Governments (ABAG) Resilience Program projects a 52% chance of a 6.7 or greater earthquake on one of the faults affecting Marin between now and 2036 (21% at San Andreas fault and 31% on Hayward/Rodgers Creek). Supporting this article's assertions is the Uniform California Earthquake Rupture Forecast, Version 3 (UCERF3), which provides authoritative estimates of the magnitude, location, and time-averaged frequency of potentially damaging

earthquakes in California (see Figure 3.68). Uniform California Earthquake Rupture Forecast primary achievements have been to relax fault segmentation assumptions and to include multi-fault ruptures, both limitations of the previous model (UCERF2).

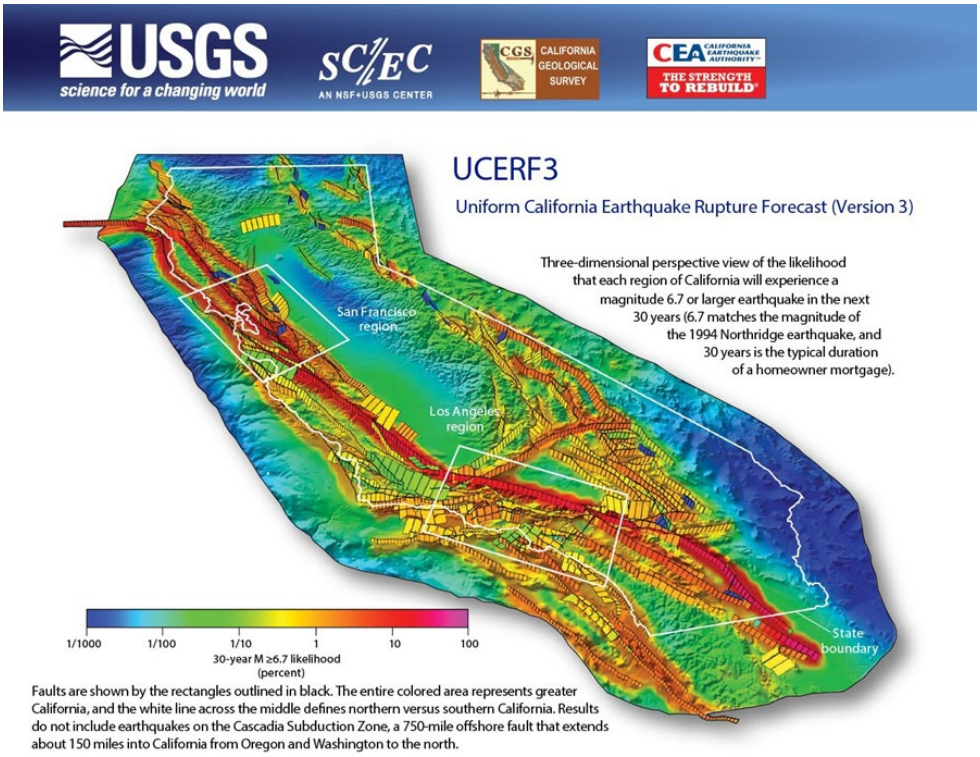


Figure 3.68: Uniform California Earthquake Rupture Forecast Version 3
Source: USGS

The September 24, 2016 article goes on to say “Marin sits smack dab (sic) in the middle of two major faults. To the east is the Rodgers Creek-Hayward fault just a few miles from Marin’s shores through San Pablo Bay, which the U.S. Geological Survey estimates has a 33 percent likelihood of a 6.7-magnitude quake or greater in the next 30 years — the highest probability of any Bay Area fault to slip. But movement on those faults could be worse than originally thought.” The Rodgers Creek-Hayward fault, thought to be two separate faults, actually may be linked and have the potential to cause more damage than previously determined, according to USGS research.

“The Rodgers Creek Fault runs from Sonoma County into San Pablo Bay near Marin’s shore. The Hayward Fault runs through the western part of Alameda County into San Pablo Bay east of San Rafael and Novato. They were thought to be offset by about two miles under San Pablo Bay. But underwater exploration done in 2014 seems to link them. More study will occur to confirm those initial findings.”

Table 3.11: Marin County OA Hazard Risk Assessment - Earthquake						
Jurisdiction	**Probability/ Likelihood of Future Events**	**Geographic Extent**	**Magnitude/ Severity**	**Climate Change Influence**	**Significance**	**Risk Score**
Marin County	Highly Likely	Extensive	Extreme	None	High	**15.00**
City of Belvedere	Highly Likely	Extensive	Extreme	None	High	**15.00**
Town of Corte Madera	Occasional	Extensive	Severe	None	High	**12.00**
Town of Fairfax	Highly Likely	Extensive	Extreme	None	High	**15.00**
City of Larkspur	Occasional	Extensive	Extreme	None	High	**13.00**
City of Mill Valley	Occasional	Extensive	Extreme	Low	Medium	**13.00**
City of Novato	Occasional	Extensive	Extreme	None	Medium	**12.00**
Town of Ross	Likely	Significant	Severe	None	Medium	**11.00**
Town of San Anselmo	Occasional	Extensive	Extreme	High	High	**16.00**
City of San Rafael	Occasional	Significant	Severe	None	Medium	**10.00**
City of Sausalito	Occasional	Limited	Moderate	Low	Low	**8.00**
Town of Tiburon	Highly Likely	Extensive	Extreme	None	High	**15.00**
Bolinas Public Utility District	Occasional	Extensive	Severe	None	High	**13.00**
Las Gallinas Valley Sanitary District	Occasional	Extensive	Extreme	None	Medium	**12.00**
North Marin Water District	Occasional	Extensive	Extreme	Low	Medium	**13.00**
Southern Marin Fire District	Occasional	Extensive	Extreme	None	High	**13.00**

Table 3.11: Marin County OA Hazard Risk Assessment – Earthquake
Source: Profiled Jurisdictions and Districts

Vulnerability

The areas most vulnerable to earthquake in the Marin County OA, including the unincorporated area, are on bay mud and current and former marshlands. Many of these areas have been artificially filled over the last century. Other areas with some risk of liquefaction include those along creeks due to fluvial and alluvial deposits. Unfortunately, much of Marin's residential areas and infrastructure are located on former marshes and along creeks. Tens of thousands of acres of residential areas, along with roads, airports, military facilities, retail centers, schools, hospitals, prisons, jails, government administration centers, convention centers, recreation areas, croplands/pasture are in areas vulnerable to liquefaction in the Marin County OA.

For all three faults mentioned above that run through the Marin County OA, many areas of the most severe vulnerability to earthquake coincide with the heavily populated Highway 101 corridor on the eastern side of the county. Numerous unincorporated communities with large populations and buildings lie in this area. According to the ABAG Resilience Program, a 7.8 magnitude earthquake on the San Andreas fault would leave 3,100 homes in the Marin County OA uninhabitable, displace 6,200 households, and result in total building damage of $1,260 billion dollars. Because many people in the region do not have earthquake insurance, many homeowners will not be able to afford to rebuild their homes.

In addition to damaging buildings, a 7.8 magnitude San Andreas earthquake could close 77 roads in Marin due to faulting, liquefaction, debris flow/ landslide, shaking damage to bridges and interchanges, threat of building collapse, structural damage to highway and rail structures, small hazardous material releases, water and gas pipe leaks, and other miscellaneous reasons for closure.

Figure 3.69 shows the social vulnerability of Marin County populations to earthquake in relation to the rest of California.

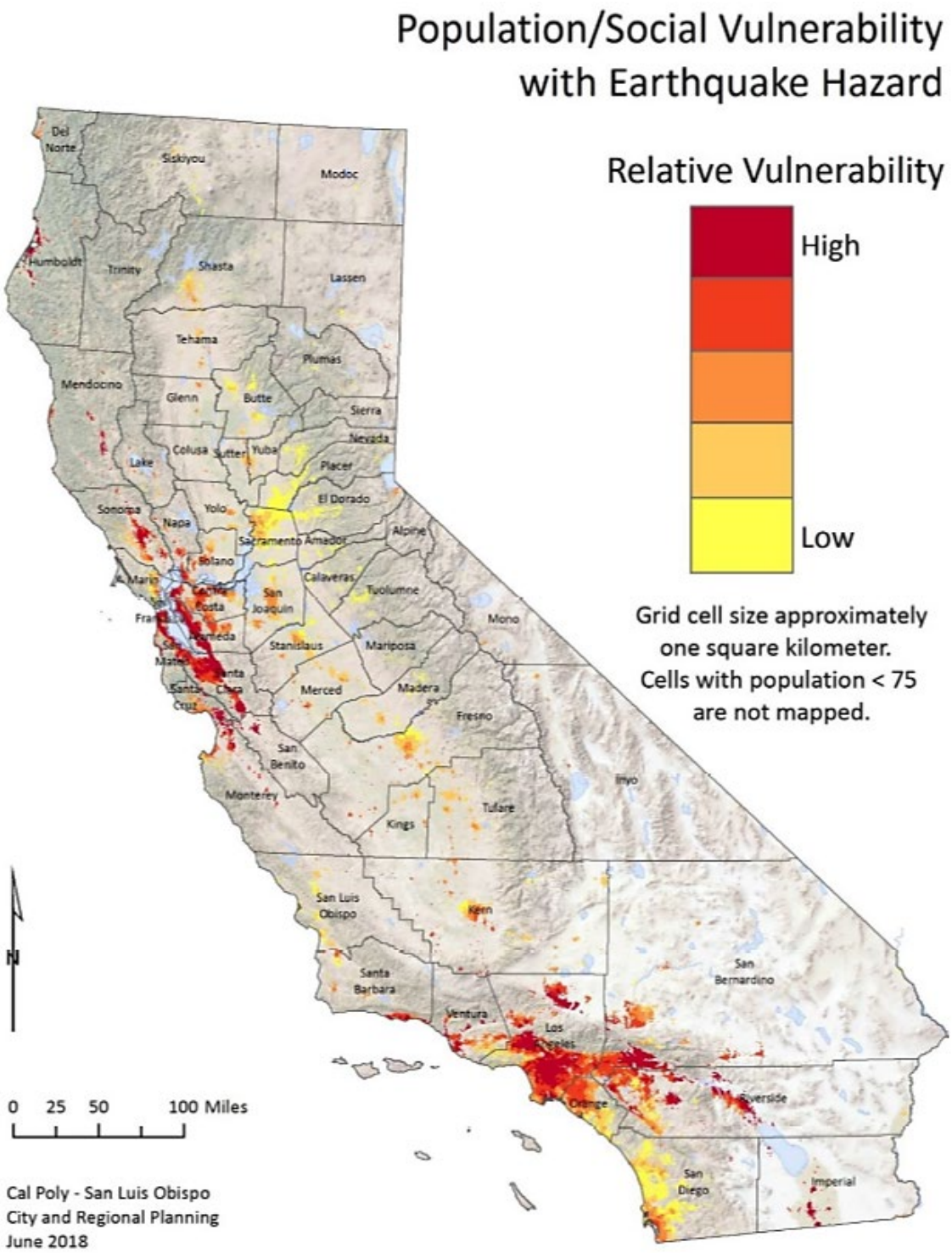


Figure 3.69: Population/Social Vulnerability to an Earthquake in California
Source: 2018 State of California Hazard Mitigation Plan

Climate Change and Future Development Considerations

There is no direct link between climate change and seismic activity that could impact the Marin County OA, so climate change is not expected to cause any changes to the frequency or intensity of seismic shaking. According to a 2018 study by the Institute of Physics (IOP), climate change could result in "isostatic rebounds," or a sudden upward movement of the crust because of reduced downward weight caused by glaciers. As glaciers are known to melt when overall global temperatures increase, climate change could indirectly lead to an increase in seismicity in the Marin County OA. Climate change could also impact earthquakes felt in the Marin County OA as droughts can further deteriorate existing fault lines and pumping groundwater can put further pressure on the earth's crust. Future development in the populated areas of Marin County OA where seismic shaking and subsidence are more prevalent could exacerbate the impacts of an earthquake.

3.3.5 FLOODING

Flooding is the rising and overflowing of a body of water onto normally dry land. Floods are among the costliest natural disasters in terms of human hardship and economic loss nationwide. The area adjacent to a channel is the floodplain. Floodplains are illustrated on inundation maps, which show areas of potential flooding and water depths. In its common usage, the floodplain most often refers to that area that is inundated by the 100-year flood, the flood that has a one percent chance in any given year of being equaled or exceeded. The 100-year flood is the national minimum standard to which communities regulate their floodplains through the National Flood Insurance Program. The 200-year flood is one that has 0.5% chance of being equaled or exceeded each year. The 500-year flood is the flood that has a 0.2 percent chance of being equaled or exceeded in any given year. The potential for flooding can change and increase through various land use changes and changes to land surface, which result in a change to the floodplain. A change in environment can create localized flooding problems inside and outside of natural floodplains by altering or confining natural drainage channels. These changes are most often created by human activity such as construction of bridges or channels. In areas where flow contains high sediment load, such as Easkoot Creek in Stinson Beach (due to an active landslide upstream), the flow carrying capacity of the channel may be reduced dramatically during a single flood event. Coastal floodplains may also change over time as waves and currents alter the coastline (especially wetlands) and sea levels rise.

Flooding can occur in several ways:

Riverine flooding – Riverine flooding, defined as when a watercourse exceeds its "bank-full" capacity, generally occurs as a result of prolonged rainfall, or rainfall that is combined with snowmelt and/or already saturated soils from previous rain events. This type of flood occurs in river systems whose tributaries may drain large geographic areas and include one or more independent river basins. The onset and duration of riverine floods may vary from a few hours to many days and is often characterized by high peak flows combined with a large volume of runoff. Factors that directly affect the amount of flood runoff include precipitation amount, intensity and distribution, the amount of soil moisture, seasonal variation in vegetation, snow depth, and water-resistance of the surface due to urbanization. In the Marin County OA, riverine flooding can occur anytime from November through April and is largely caused by heavy and continued rains, sometimes combined with snowmelt, increased outflows from upstream dams, and heavy flow from tributary streams. These intense storms can overwhelm the local waterways as well as the integrity of flood control structures. Flooding is more severe when

antecedent rainfall has resulted in saturated ground conditions. The warning time associated with slow rise riverine floods assists in life and property protection.

Flash flooding – Flash flooding describes localized floods of great volume and short duration. This type of flood usually results from a heavy rainfall on a relatively small drainage area. Precipitation of this sort usually occurs in the winter and spring. Flash floods often require immediate evacuation within the hour and thus early threat identification and warning is critical for saving lives.

Localized/Stormwater flooding – Localized flooding problems are often caused by flash flooding, severe weather, or an unusual amount of rainfall. Flooding from these intense weather events usually occurs in areas experiencing an increase in runoff from impervious surfaces associated with development and urbanization as well as inadequate storm drainage systems.

Tidal flooding – Tidal flooding develops when high tides exceed either the top of bank elevation of tidal sloughs and channels, or the crest of bay levees. An especially high tide event that occurs during alignment of the gravitational pull between the sun and the moon, causes tidal water levels to rise to higher-than normal levels. King tides are normal, predictable events that occur semi-annually during winter months. Typically storms in which high tides coincide with peak stormwater flow are the most damaging.

The area is also at risk of flooding resulting from levee failures and dam failures. Dam failure flooding is discussed separately in the Dam Failure Section of this document; levee failure flooding is discussed separately in the Levee Failure Section of this document. Regardless of the type of flood, the cause is often the result of severe weather and excessive rainfall, either in the flood area or upstream reach.

A weather pattern called the “Atmospheric River” contributes to the flooding potential of the area. An Atmospheric River brings warm air and rain to the West. A relatively common weather pattern brings southwest winds to the Pacific Northwest or California, along with warm, moist air. The moisture sometimes produces many days of heavy rain, which can cause extensive flooding. The warm air also can melt the snowpack in the mountains, which further aggravates the flooding potential. In the colder parts of the year, the warm air can be cooled enough to produce heavy, upslope snow as it rises into the higher elevations of the Sierra Nevada or Cascades. Forecasters and others on the West Coast often used to refer to this warm, moist air as the “Pineapple Express” because it comes from around Hawaii where pineapples are grown. A diagram of an atmospheric river event is shown in Figure 3.70.

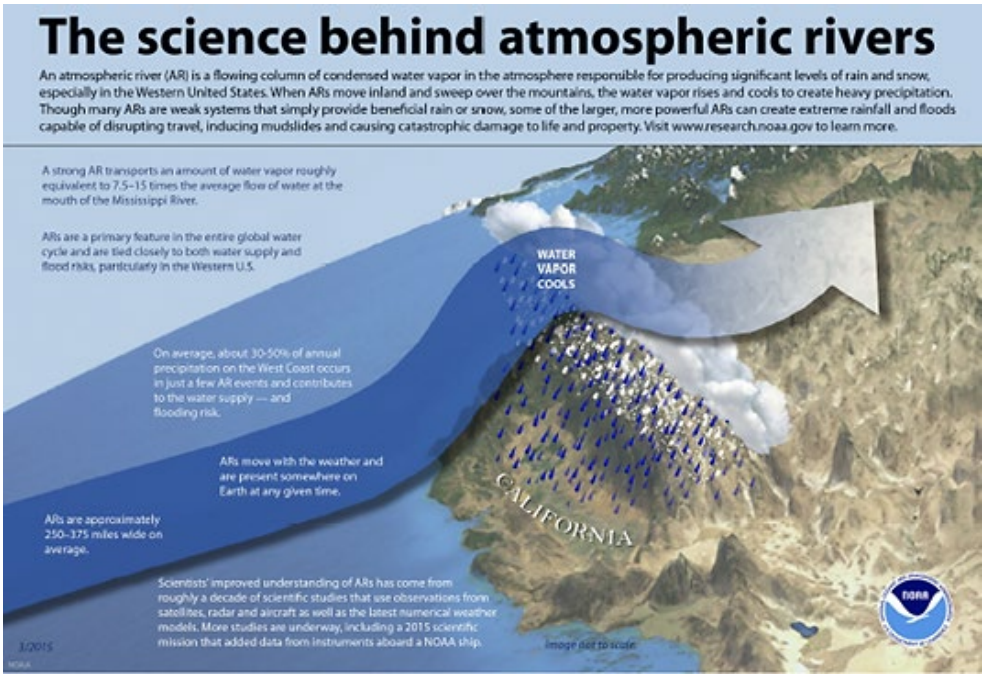


Figure 3.70: Diagram of an Atmospheric River Event
Source: NOAA

The Marin County OA is susceptible to various types of flood events. In coastal areas, flooding may occur when strong winds or tides result in a surge of seawater into areas that are above the normal high tide line. Other types of flooding in Marin include isolated ponding and stormwater overflow. Isolated ponding is when pools form on the ground and can occur in any area that doesn't drain effectively – for example, in a natural depression in the landscape. Stormwater overflow is when storm drains back up. Stormwater drainage systems quickly convey rainwater through underground pipes to creeks and the Bay. When the stormdrains are obstructed or broken or when the water bodies to which they lead to are already full, water backs up onto the streets. Although stormwater overflow and isolated ponding also occur throughout the County, the effects are typically not widespread or significantly damaging.

Location and Previous Occurrences

Figure 3.71 shows the Federal Emergency Management Agency (FEMA) flood hazard zones in the Marin County OA, using the Flood Insurance Rate Maps (FIRMs) for Marin County.

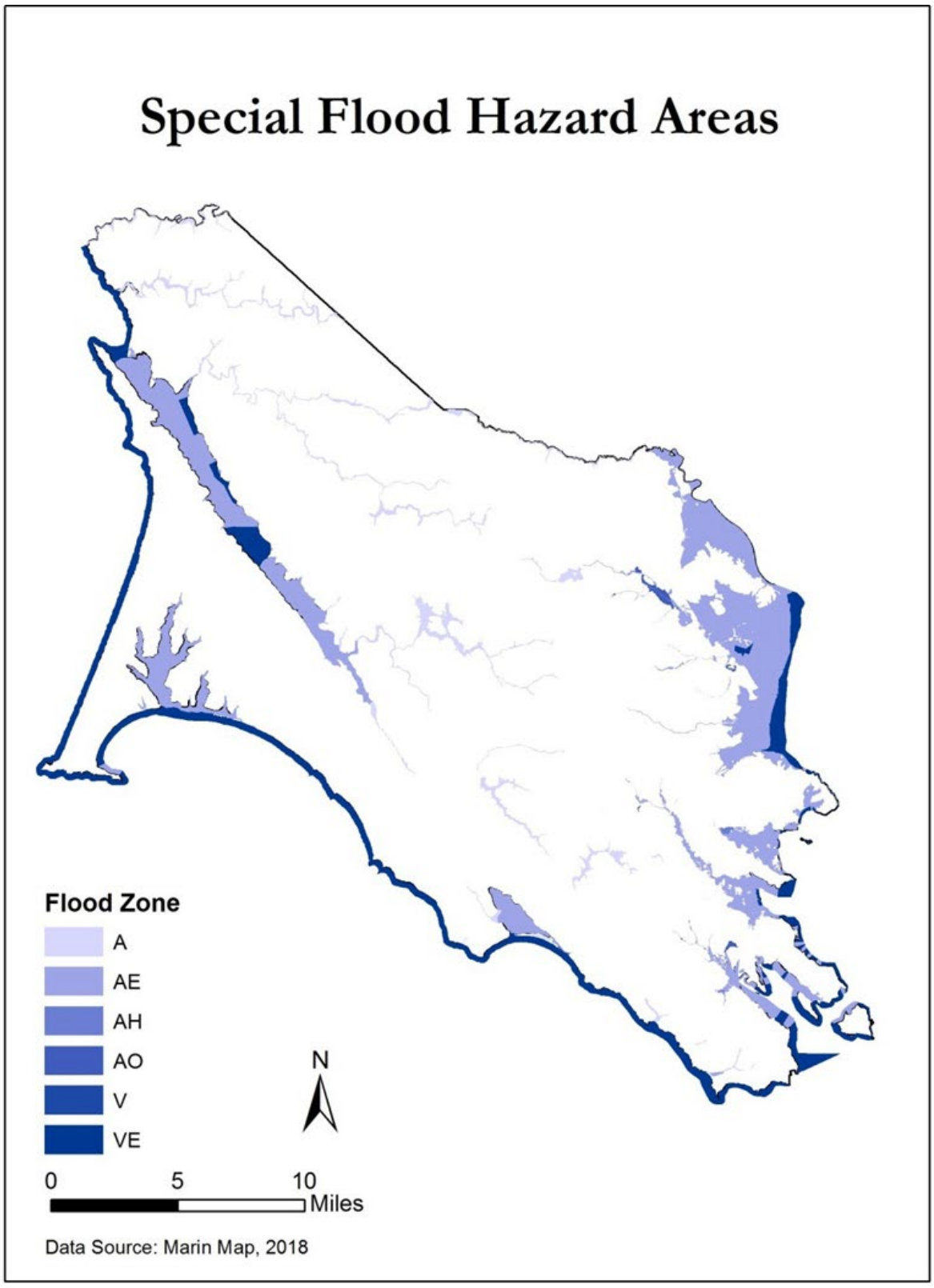


Figure 3.71: FIRM Zones in the Marin County OA
Source: FEMA

Major county watersheds where significant numbers of structures are at risk from riverine flooding include Coyote Creek, Arroyo Corte Madera del Presidio, East and West Creek watersheds, Corte Madera Creek, Novato and Rush Creeks, Miller Creek, Easkoot Creek (Stinson Beach), Gallinas Creek. Additionally, many locations along Richardson Bay, Tomales Bay, lower Las Gallinas Creek, the San Rafael Canal, East San Rafael and Novato shores, and the outer Pacific coastline are vulnerable to coastal flooding.

In many cases, where there is a significant history of flooding there is a Marin County Flood Control & Water Conservation District "Flood Zone" established. There are 8 County Flood Zones located in the following areas as described in Table 3.11 .

Table 3.11: The 100-year, 200-year and 500-year floodplains in the Marin County OA

Zone No.	Name	Location
1	Novato	**Northern Marin: Most of City of Novato and some surrounding areas within the Novato Creek watershed.**
3	Richardson Bay	**Southern Marin: Marin City watershed, Coyote Creek watershed (includes Tamalpais Valley and Almonte); Arroyo Corte Madera del Presidio watershed and Ryan Creek watershed (both include much of the City of Mill Valley), and a watershed including Sutton Manor/Alto/part of Strawberry.**
4	Bel Aire	**Southern Marin: East and West Creek watersheds which run through the Bel Aire neighborhood of the Town of Tiburon and part of (unincorporated) Strawberry.**
5	Stinson Beach	**West Marin: Part of the lower Easkoot Creek watershed at Stinson Beach**
6	San Rafael Meadows	**Central Marin: A part of the Las Gallinas Creek watershed in the City of San Rafael across from the County Civic Center.**
7	Santa Venetia	**Central Marin: The unincorporated community of Santa Venetia along Las Gallinas Creek.**
9	Ross Valley	**Central Marin: The Corte Madera Creek watershed, including the towns of Fairfax, San Anselmo, Ross, and Larkspur, as well as unincorporated parts of San Anselmo, Fairfax, Kentfield and Greenbrae.**
10	Inverness	**West Marin: Inverness, along the west shore of Tomales Bay and the East flank of Inverness Ridge.**

Figure 3.72: The 100-year, 200-year and 500-year floodplains in the Marin County OA.

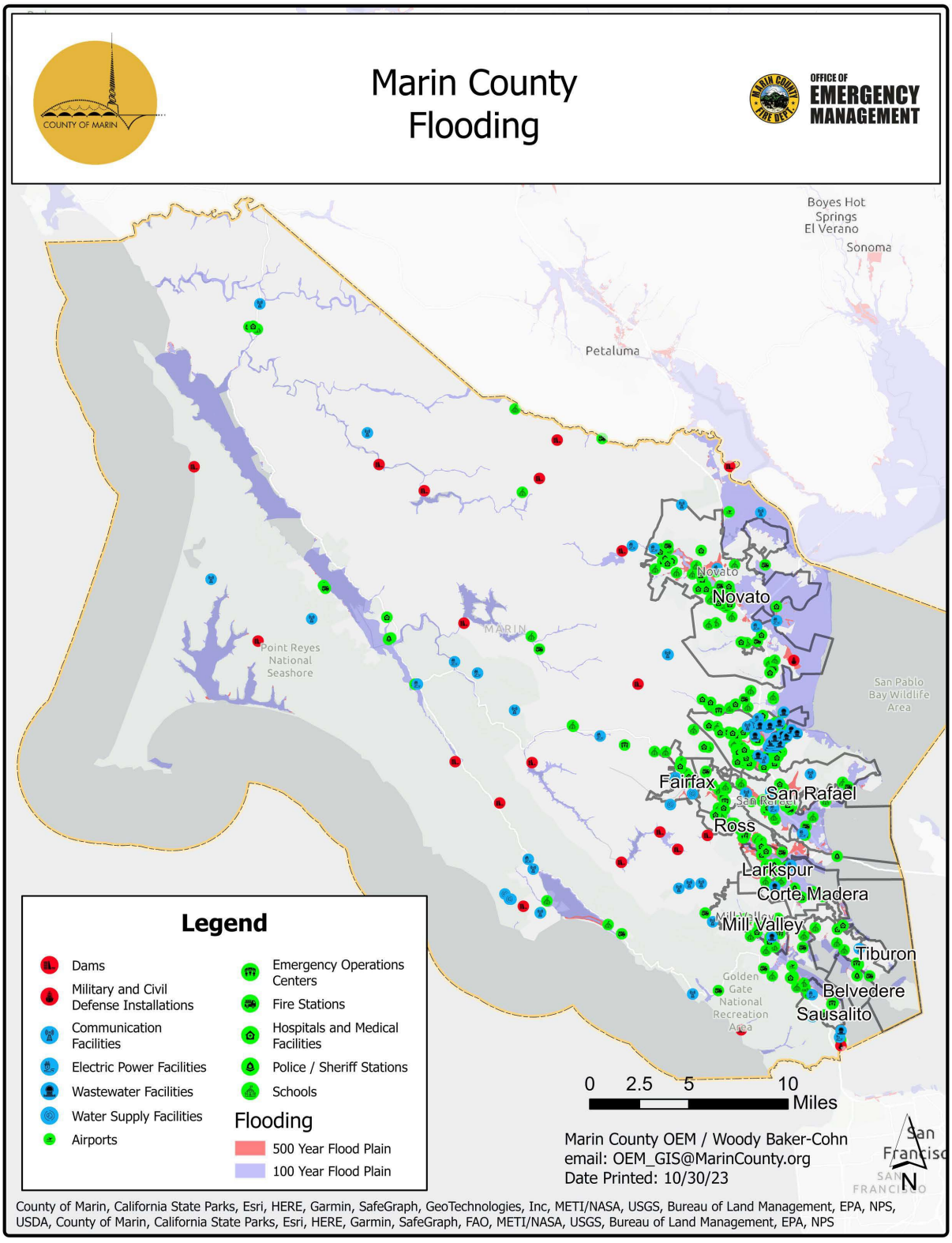


Figure 3.73: 100, 200, 500-Year Floodplains in the Marin County OA
Source: Marin OEM

Several unincorporated communities in Marin County lie in a special flood hazard area (the 100-year floodplain), which are shown below along with the 500-year floodplain, where applicable.

Figure 3.74 shows the 100-year floodplain in the Lagunitas area.

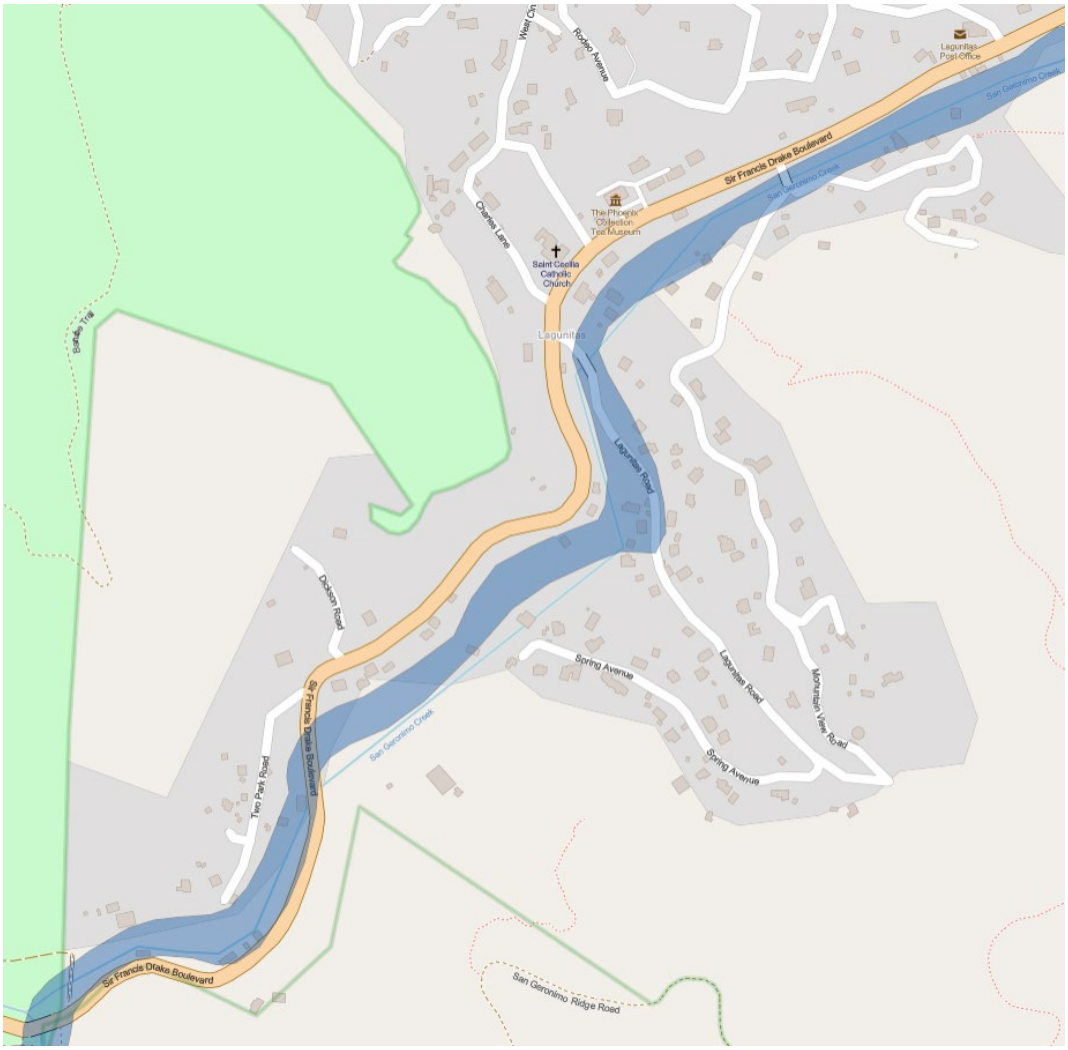


Figure 3.74: 100-Year Floodplain – Lagunitas
Source: Marin County, 11/27/23

Figure 3.75 shows the 100-year floodplain in the Forest Knolls are.

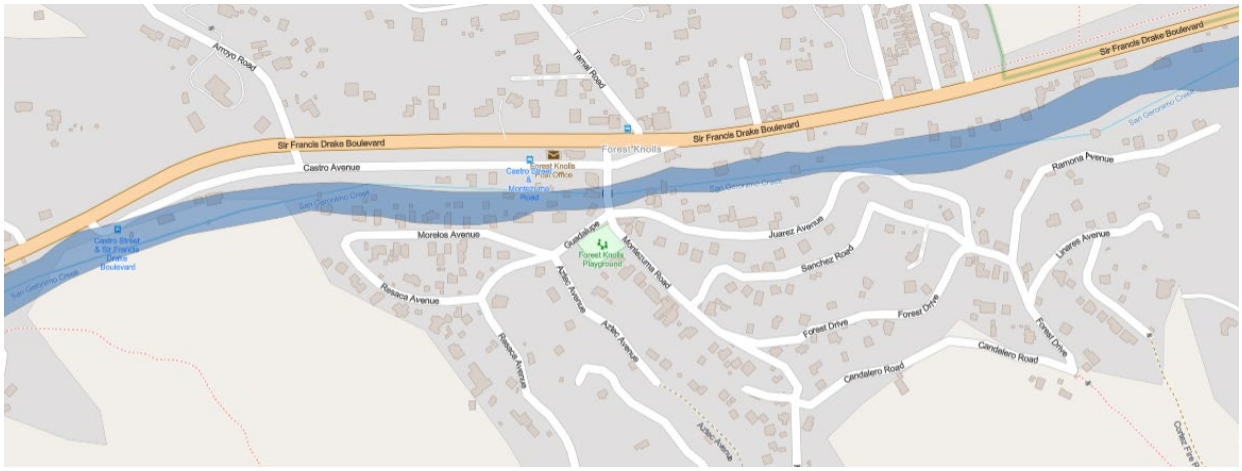


Figure 3.75: 100-Year Floodplain – Forest Knolls Area
Source: Marin County, 11/27/23

Figure 3.76 shows the 100-year floodplain in the San Geronimo area.

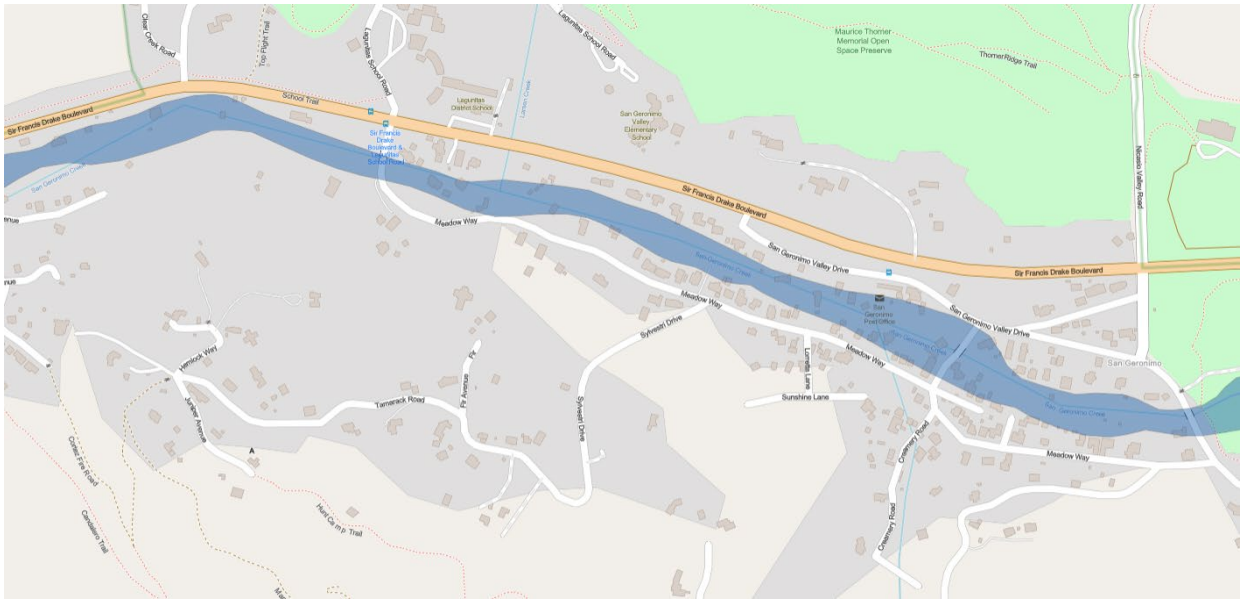


Figure 3.76: 100-Year Floodplain – San Geronimo Area
Source: Marin County, 11/27/23

Figure 3.77 shows the 100-year floodplain in the Woodacre area.



Figure 3.77: 100-Year Floodplain – Woodacre Area
Source: Marin County, 11/27/23

Figure 3.78 shows the 100-year floodplain in Tocoloma.



Figure 3.78: 100-Year Floodplain – Tocoloma
Source: Marin County, 11/27/23

Figure 3.79 shows the 100-year floodplain in Nicasio.

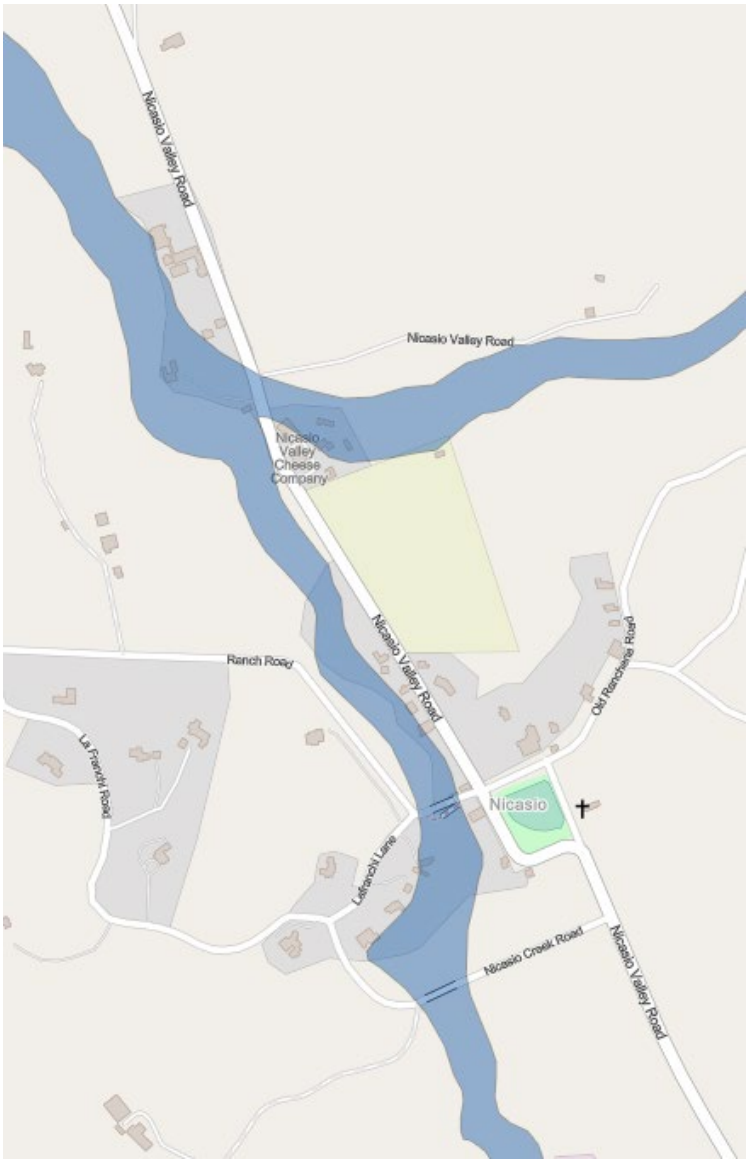


Figure 3.79: 100-Year Floodplain – Nicasio
Source: Marin County, 11/27/23

Figure 3.80 shows the 100-year floodplain outside of Nicasio to the east.



Figure 3.80: 100-Year Floodplain –Nicasio East
Source: Marin County, 11/27/23

Figure 3.81 shows the 100-year floodplain in Olema.

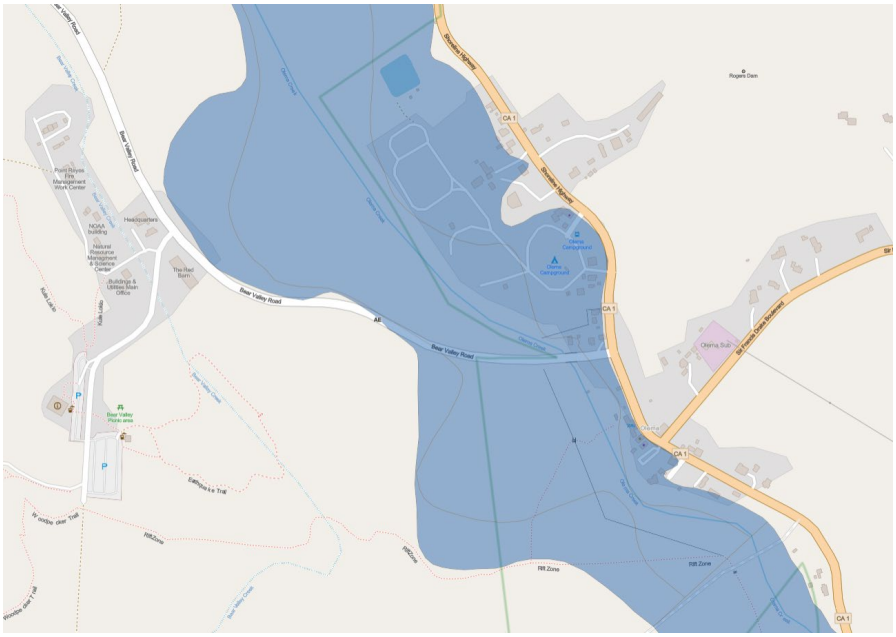


Figure 3.81: 100-Year Floodplain –Olema
Source: Marin County, 11/27/23

Figure 3.82 shows the 100-year floodplain in Point Reyes Station and the area immediately south.



Figure 3.82: 100-Year Floodplain – Point Reyes Station Area - South
Source: Marin County, 11/27/23

Figure 3.83 shows the 100-year floodplain in the northern end of Point Reyes Station.



Figure 3.83: 100-Year Floodplain – Point Reyes Station Area - North
Source: Marin County, 11/27/23

Figure 3.84 shows the 100-year floodplain in the Inverness Park area.

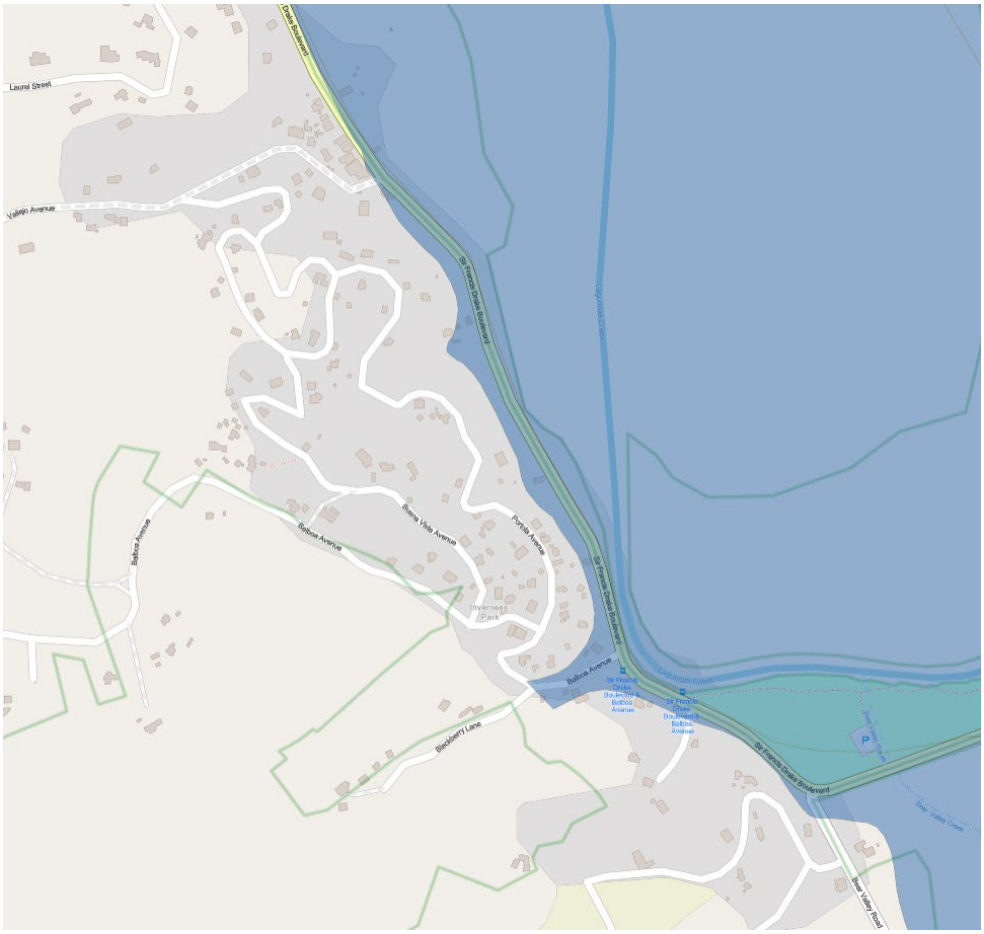


Figure 3.84: 100-Year Floodplain – Inverness Park Area
Source: Marin County, 11/27/23

Figure 3.85 shows the 100-year floodplain in the area south of Inverness.



Figure 3.85: 100-Year Floodplain – Inverness South
Source: Marin County, 11/27/23

Figure 3.86 shows the 100-year floodplain in Inverness.



Figure 3.86: 100-Year Floodplain – Inverness
Source: Marin County, 11/27/23

Figure 3.87 shows the 100-year floodplain in Reynolds/Marconi area.

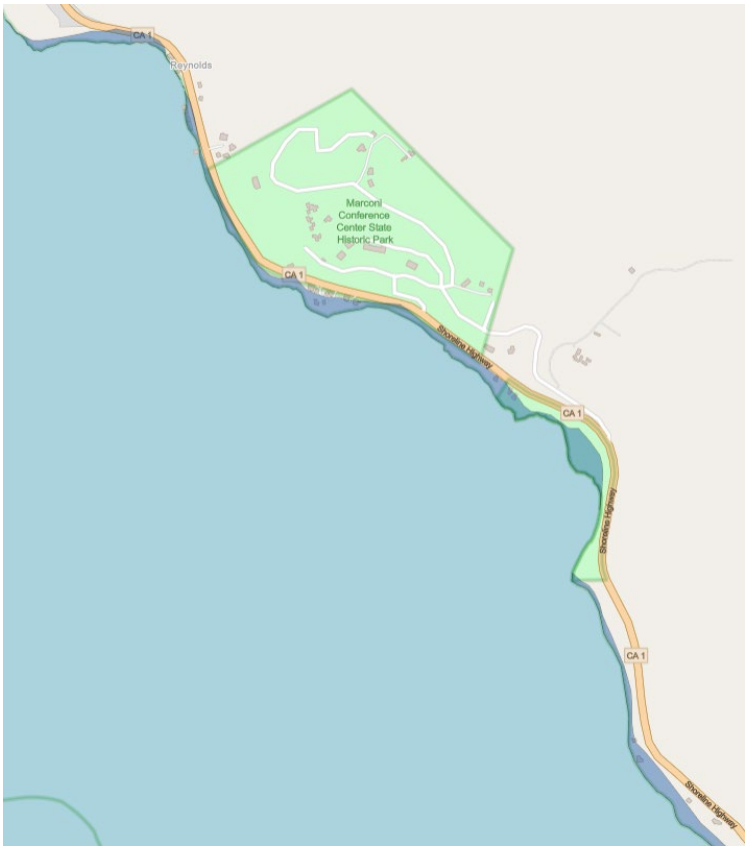


Figure 3.87: 100-Year Floodplain – Reynolds and Marconi Area
Source: Marin County, 11/27/23

Figure 3.88 shows the 100-year floodplain in the Marshall area.

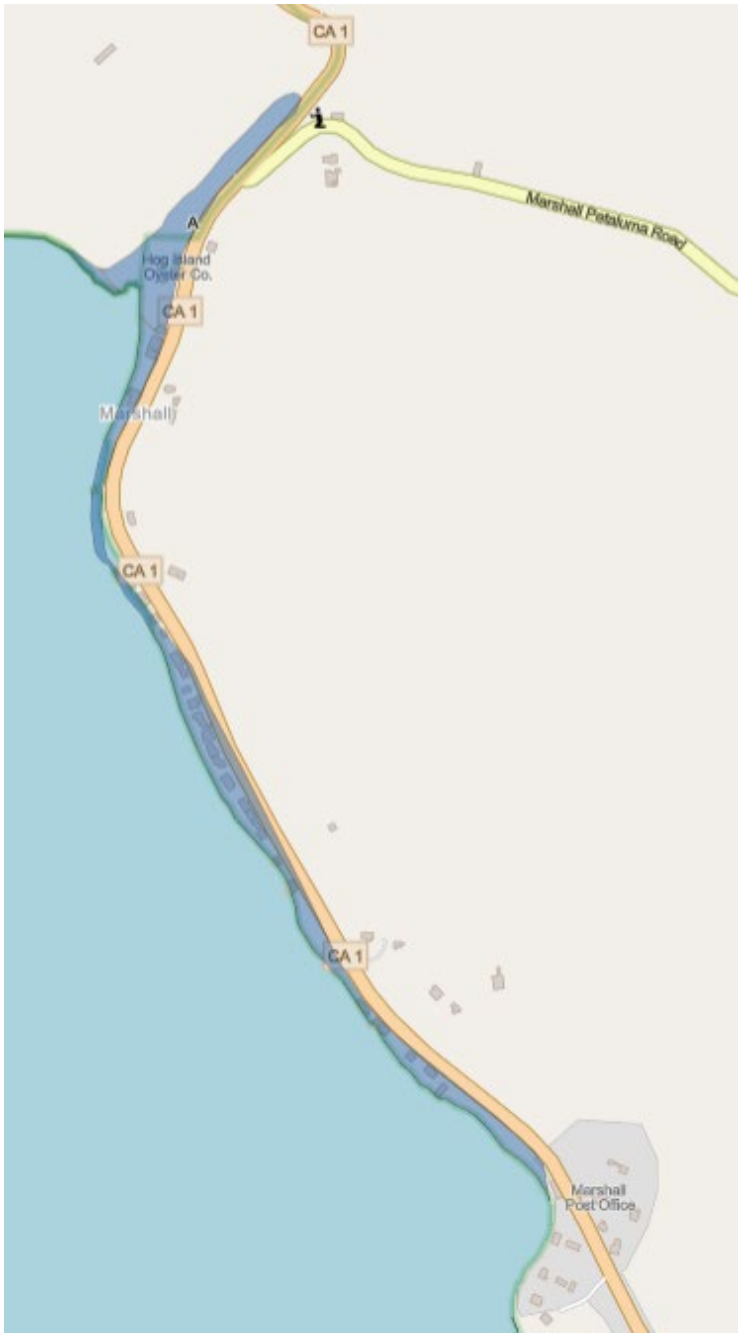


Figure 3.88: 100-Year Floodplain – Marshall Area
Source: Marin County, 11/27/23

Figure 3.89 shows the 100-year floodplain in the Tomales area.



Figure 3.89: 100-Year Floodplain – Tomales Area
Source: Marin County, 11/27/23

Figure 3.90 shows the 100-year floodplain in the area north of Bolinas.

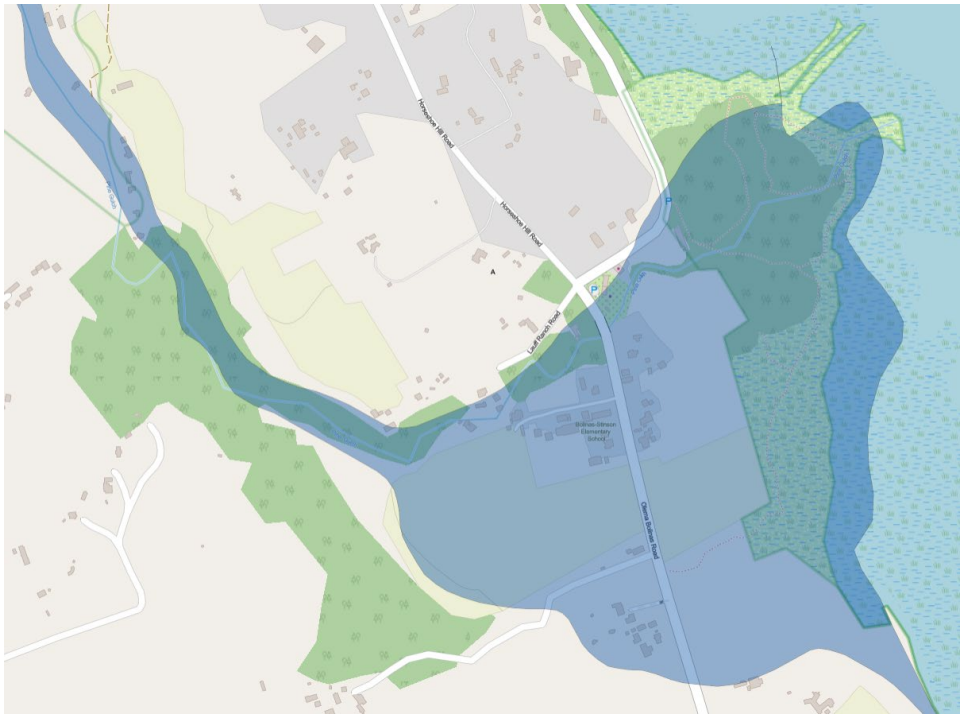


Figure 3.90: 100-Year Floodplain – Bolinas North
Source: Marin County, 11/27/23

Figure 3.91 shows the 100-year floodplain (blue) and the 500-year floodplain (brown) in Bolinas and the area west of Stinson Beach.

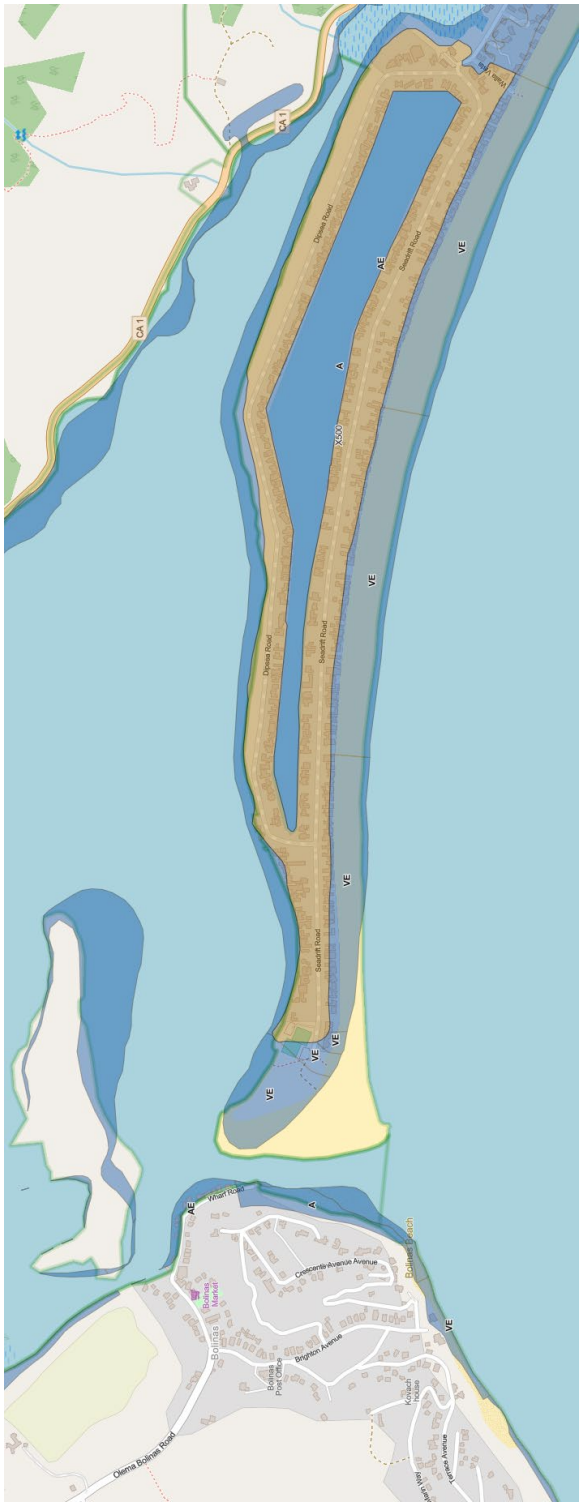


Figure 3.91: 100-Year and 500-Year Floodplain – Bolinas and Stinson Beach West
Source: Marin County, 11/27/23

Figure 3.92 shows the 100-year floodplain (blue) and the 500-year floodplain (brown) in Stinson Beach.

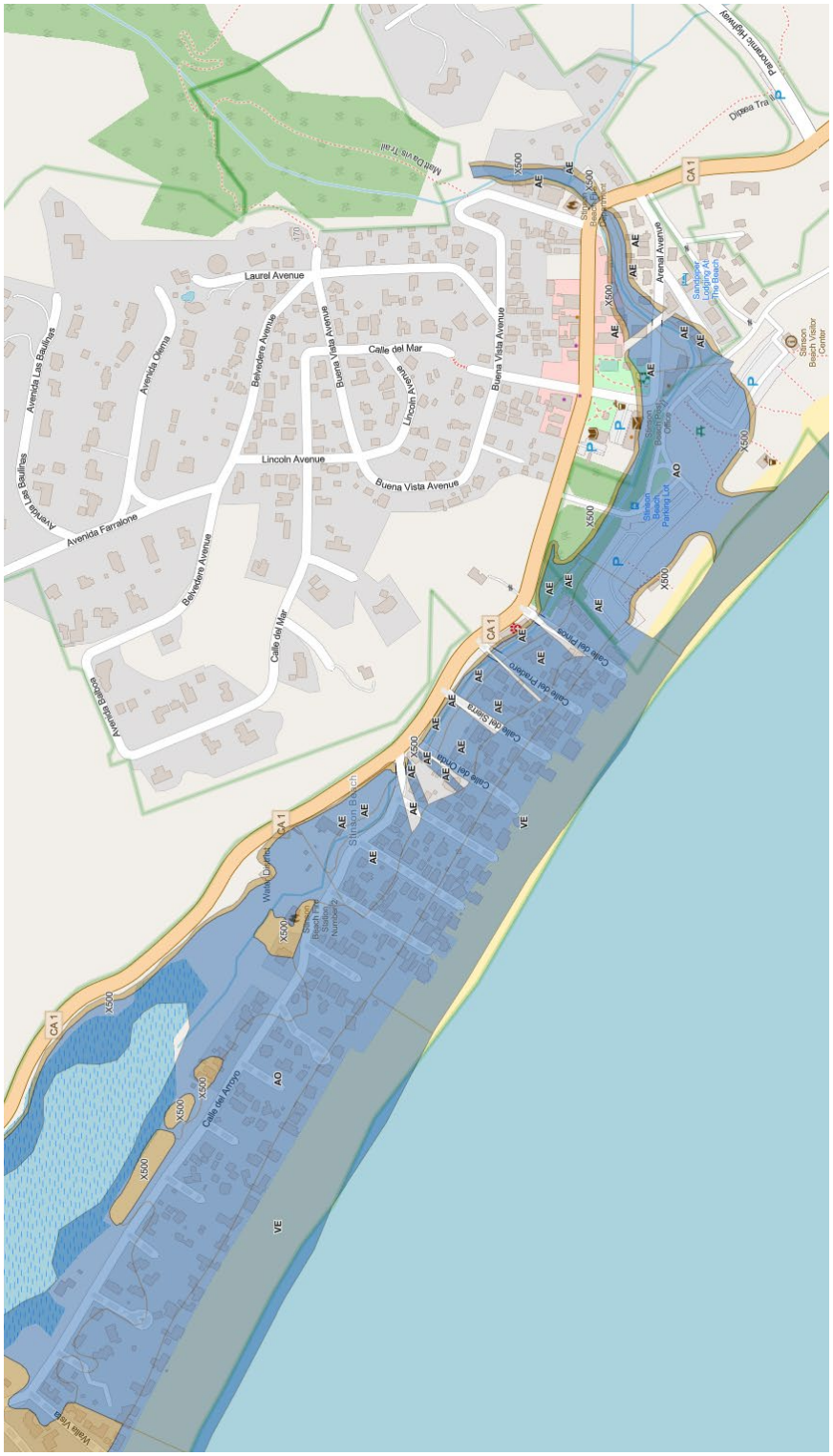


Figure 3.92: 100-Year and 500-Year Floodplain – Stinson Beach
Source: Marin County, 11/27/23

Figure 3.93 shows the 100-year floodplain in Muir Beach.

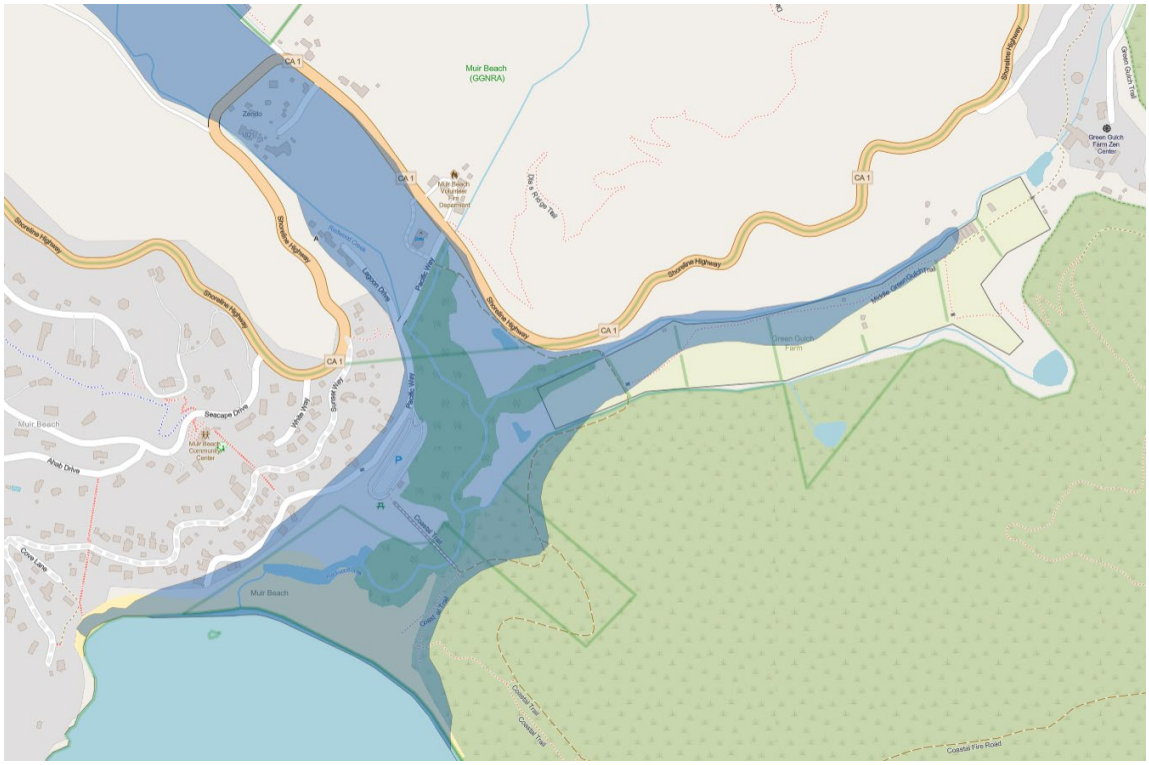


Figure 3.93: 100-Year and 500-Year Floodplain – Muir Beach
Source: Marin County, 11/27/23

Figure 3.94 shows the 100-year floodplain (blue) and the 500-year floodplain (brown) in the Tamalpais Valley Area.

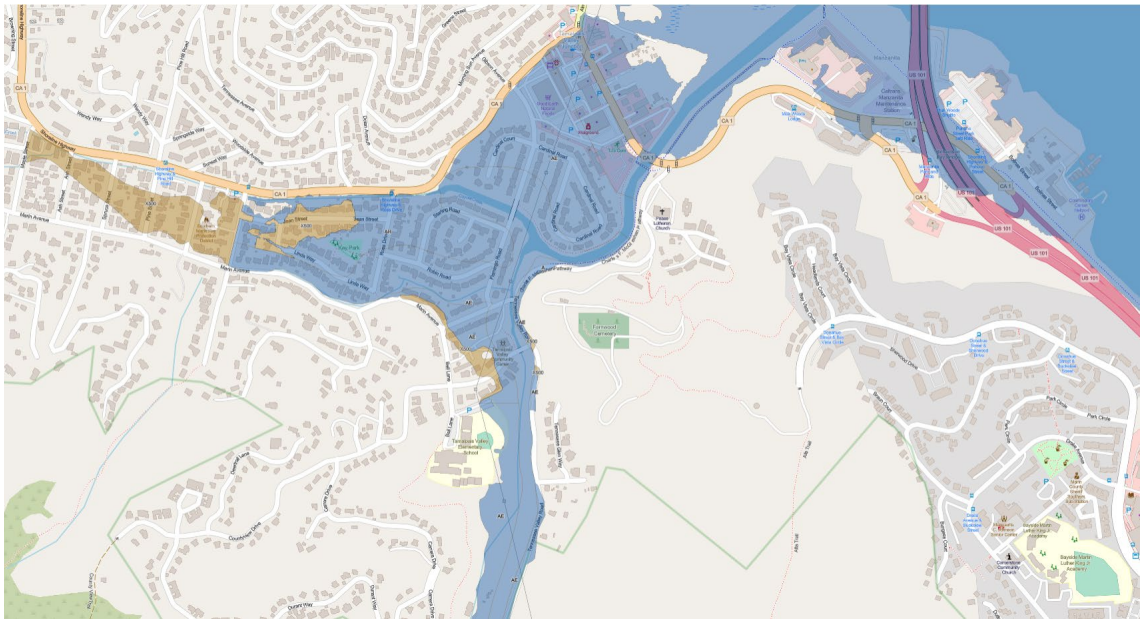


Figure 3.94: 100-Year and 500-Year Floodplain – Tamalpais Valley Area
Source: Marin County, 11/27/23

Figure 3.95 shows the 100-year floodplain in Alto and Strawberry.



Figure 3.95: 100-Year and 500-Year Floodplain – Alto and Strawberry
Source: Marin County, 11/27/23

Figure 3.96 shows the 100-year floodplain (blue) and the 500-year floodplain (brown) in Kentfield and Greenbrae.



Figure 3.96: 100-Year and 500-Year Floodplain – Kentfield and Greenbrae
Source: Marin County, 11/27/23

Figure 3.97 shows the 100-year floodplain in California City.

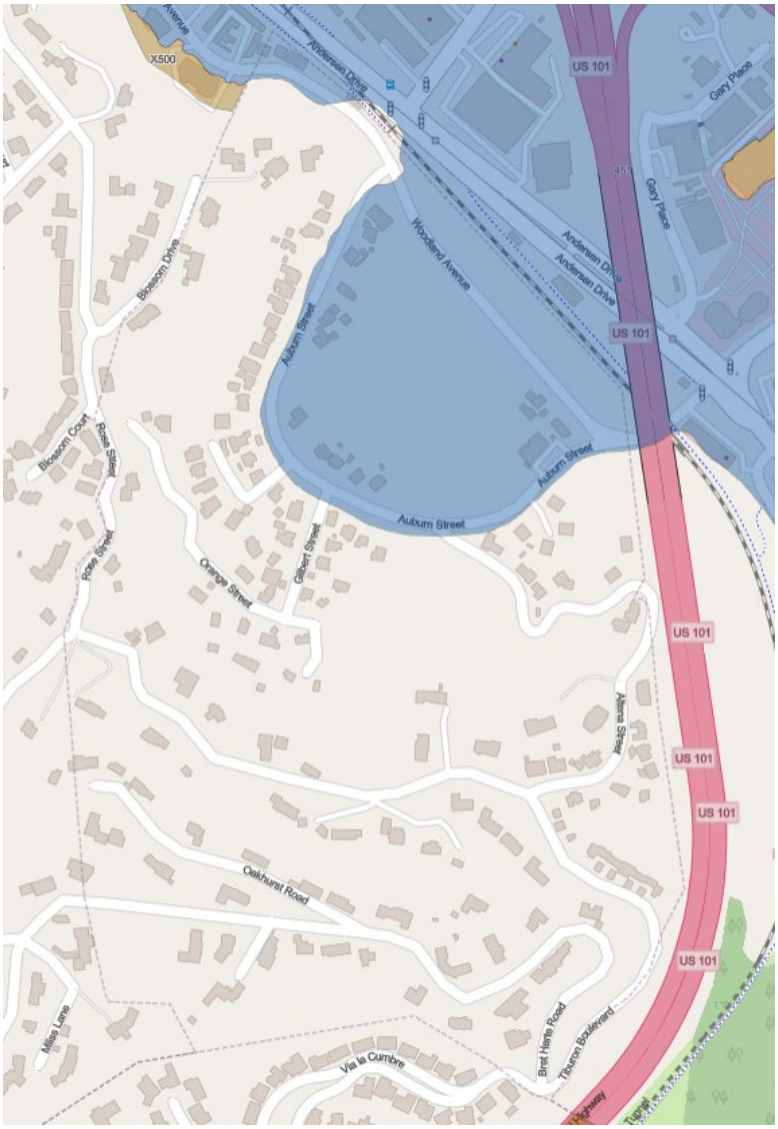


Figure 3.97: 100-Year Floodplain – Marin City
Source: Marin County, 11/27/23

Figure 3.98 shows the 100-year floodplain in Lucas Valley and Marinwood.

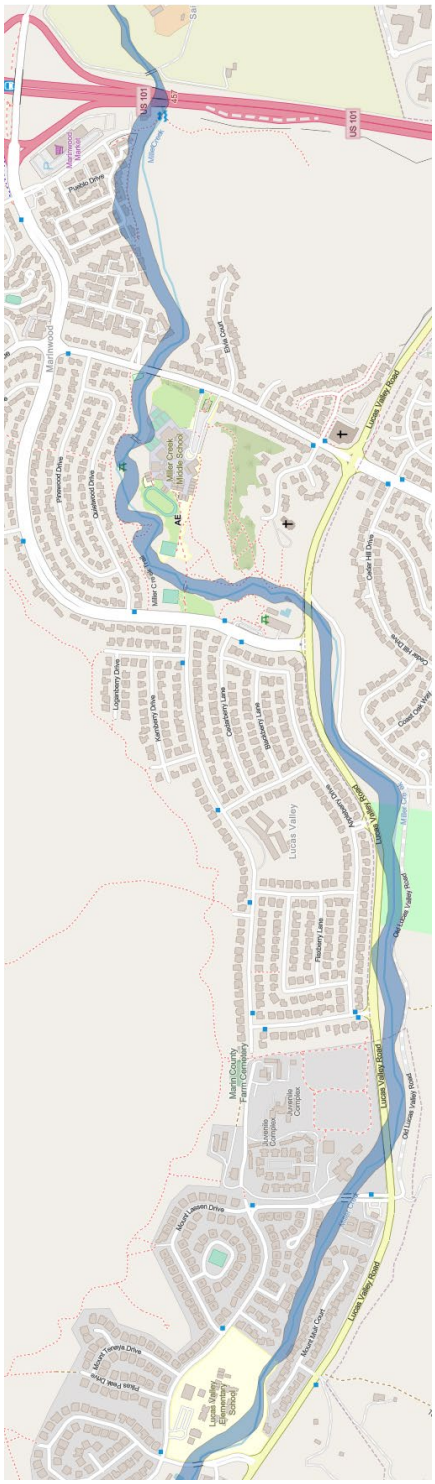


Figure 3.98: 100-Year Floodplain – Lucas Valley and Marinwood
Source: Marin County, 11/27/23

Figure 3.99 shows the 100-year floodplain in Saint Vincent.

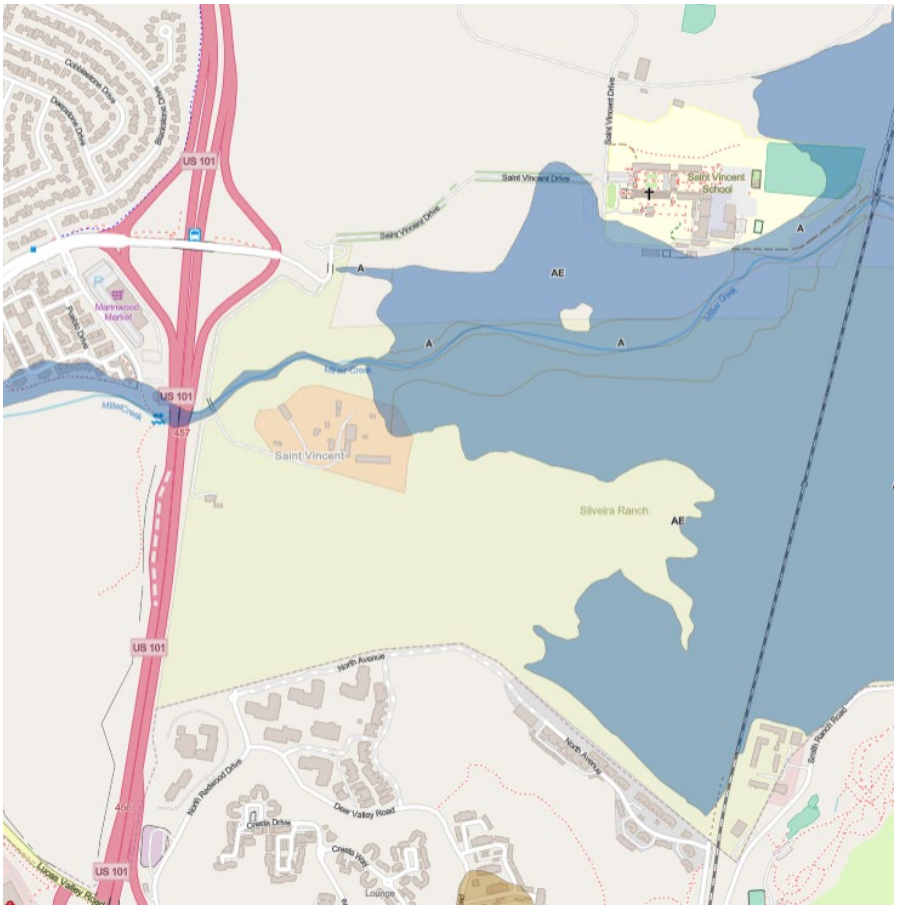


Figure 3.99: 100-Year Floodplain – Saint Vincent
Source: Marin County, 11/27/23

Figure 3.100 shows the 100-year and 500-year floodplain in the Santa Venetia area.

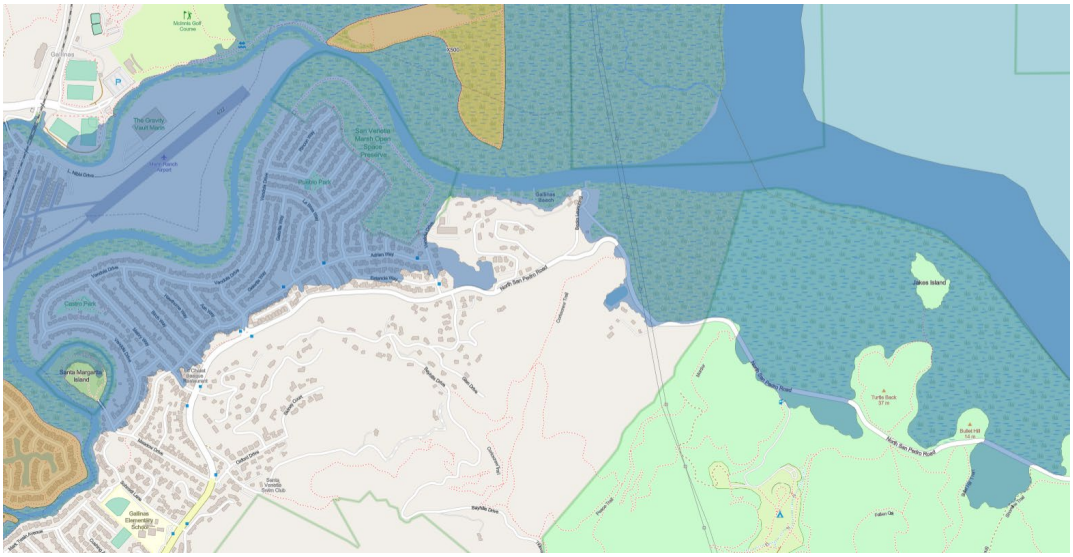


Figure 3.100: 100-Year and 500-Year Floodplain – Santa Venetia Area
Source: Marin County, 11/27/23

Figure 3.101 shows the 100-year floodplain (blue) and the 500-year floodplain (brown) in the San Pedro Hill area.

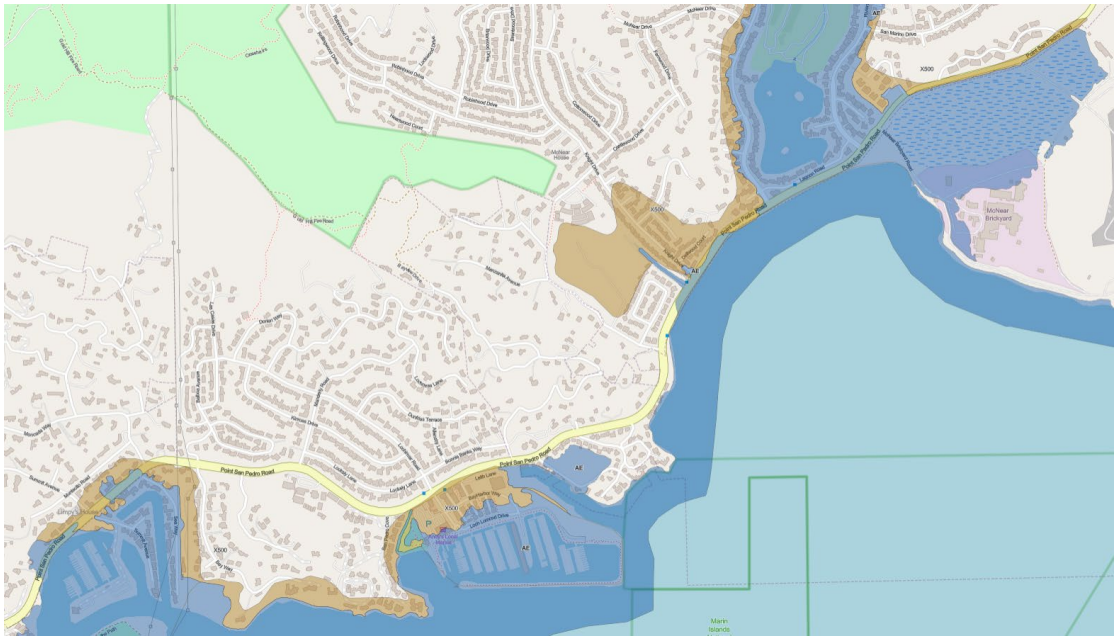


Figure 3.101: 100-Year and 500-Year Floodplain – San Pedro Hill Area
Source: Marin County, 11/27/23

Figure 3.102 shows the 100 and 500-year floodplains in Novato with critical facilities including the Marin County Landfill and the Marin County Airport.

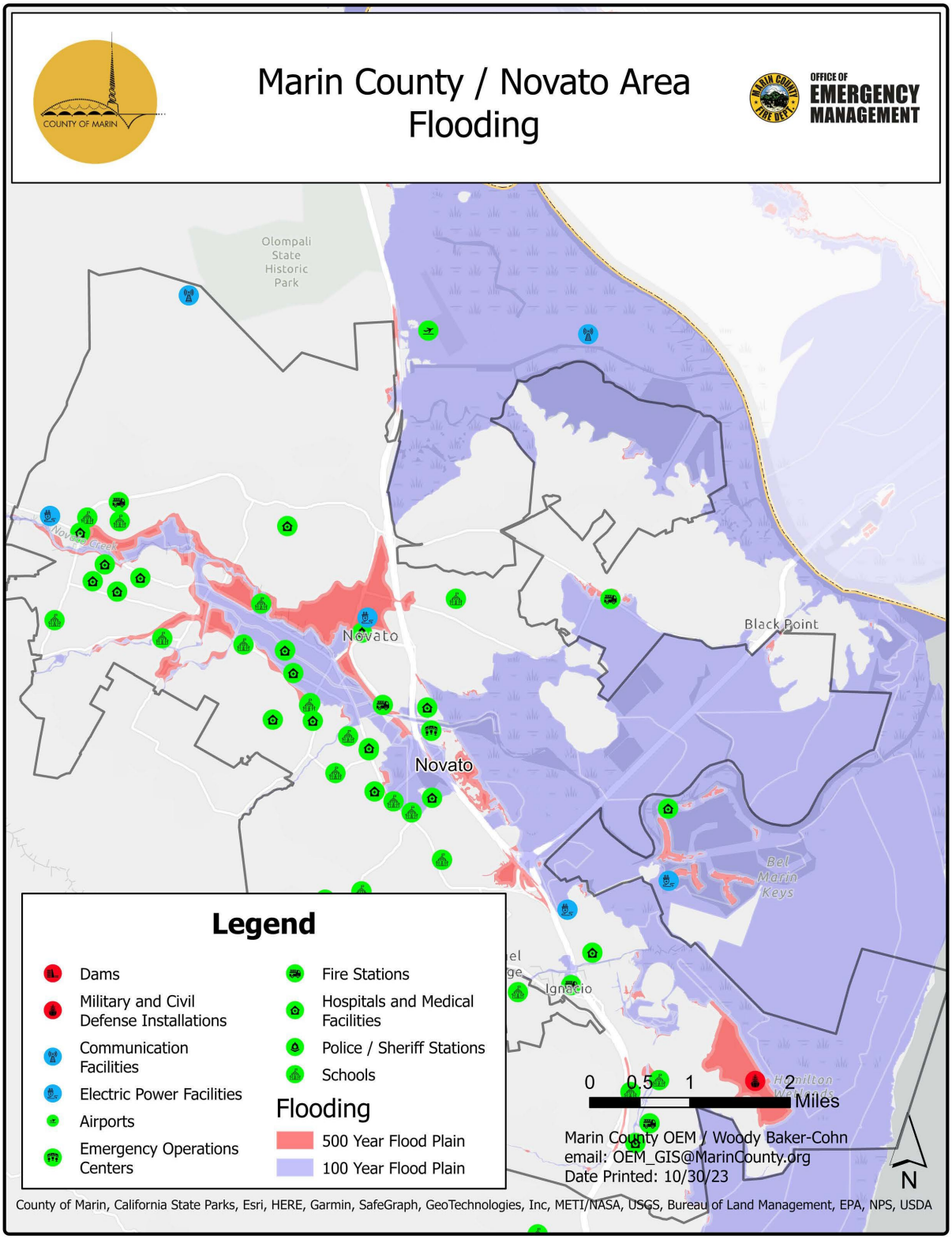


Figure 3.102: Novato Flooding - Marin County Landfill and Marin County airport
Source: Marin County

Figure 3.103 shows the100- and 500-year floodplain in San Rafael Area.

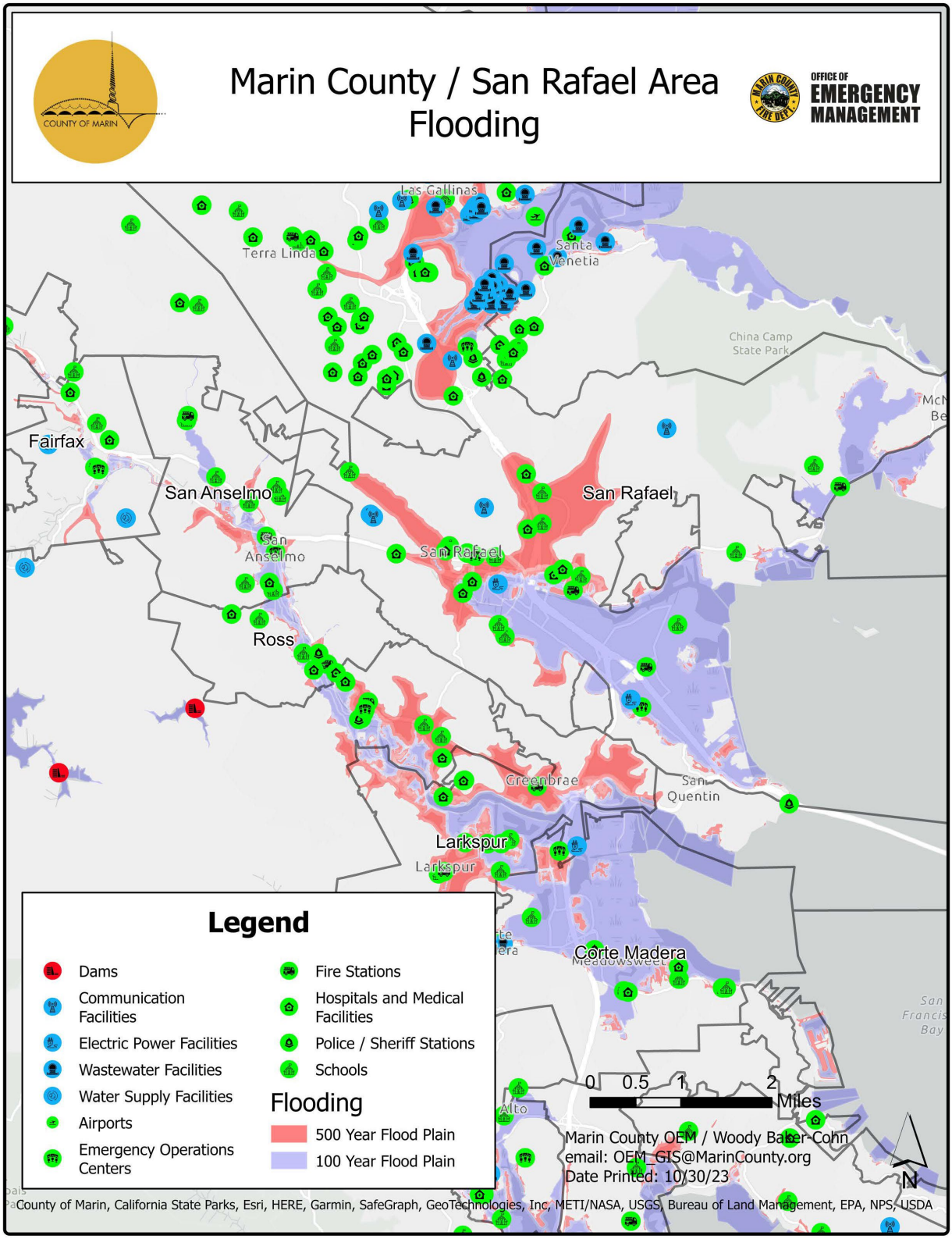


Figure 3.103: Flooding in San Rafael Area
Source: Marin County OEM

Figure 3.104 shows the 100-year floodplain in Bel Marin Keys.

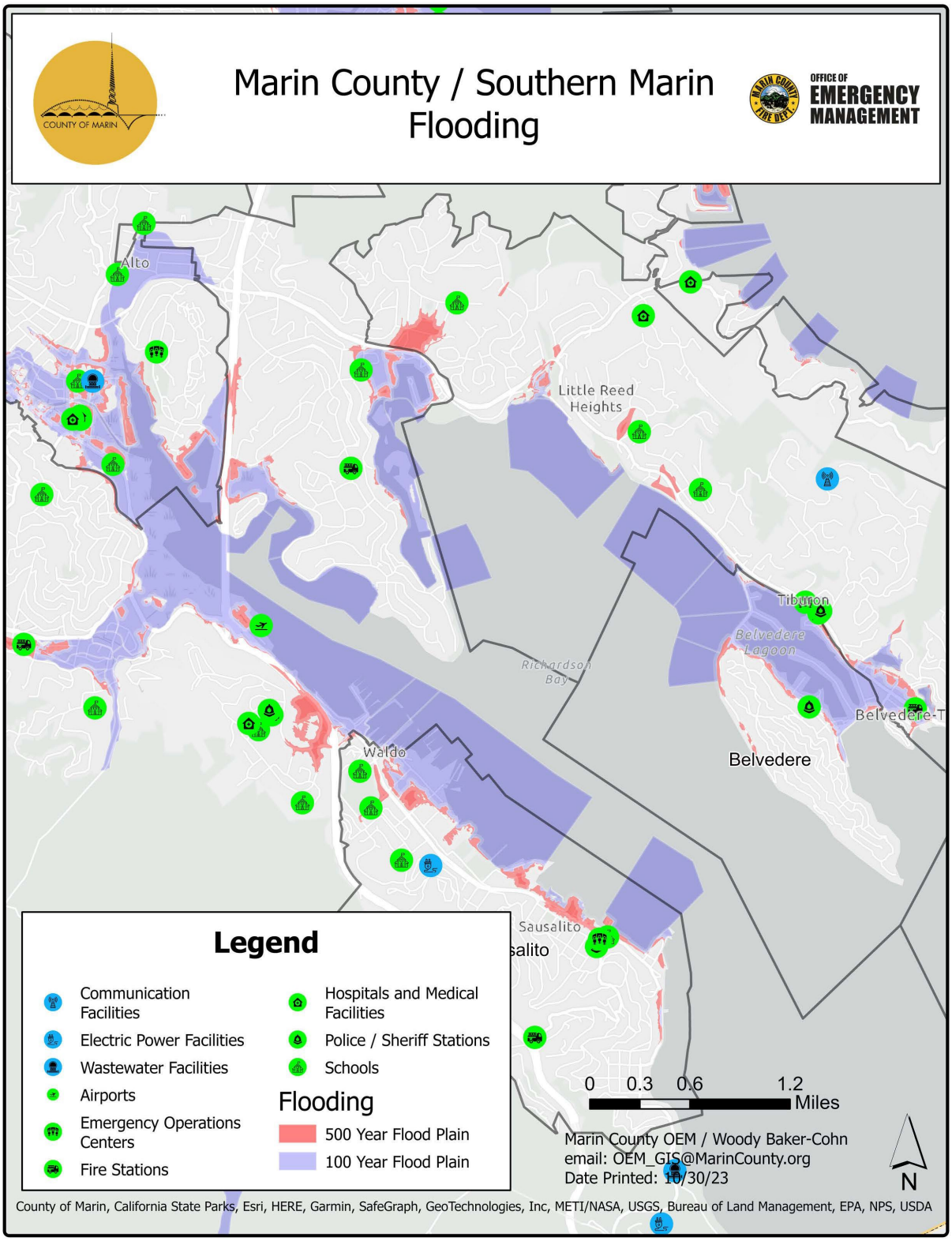


Figure 3.104: 100-Year Floodplain – Bel Marin Keys
Source: Marin County OEM

Figure 3.105 shows the 100-year floodplain in Bolinas.

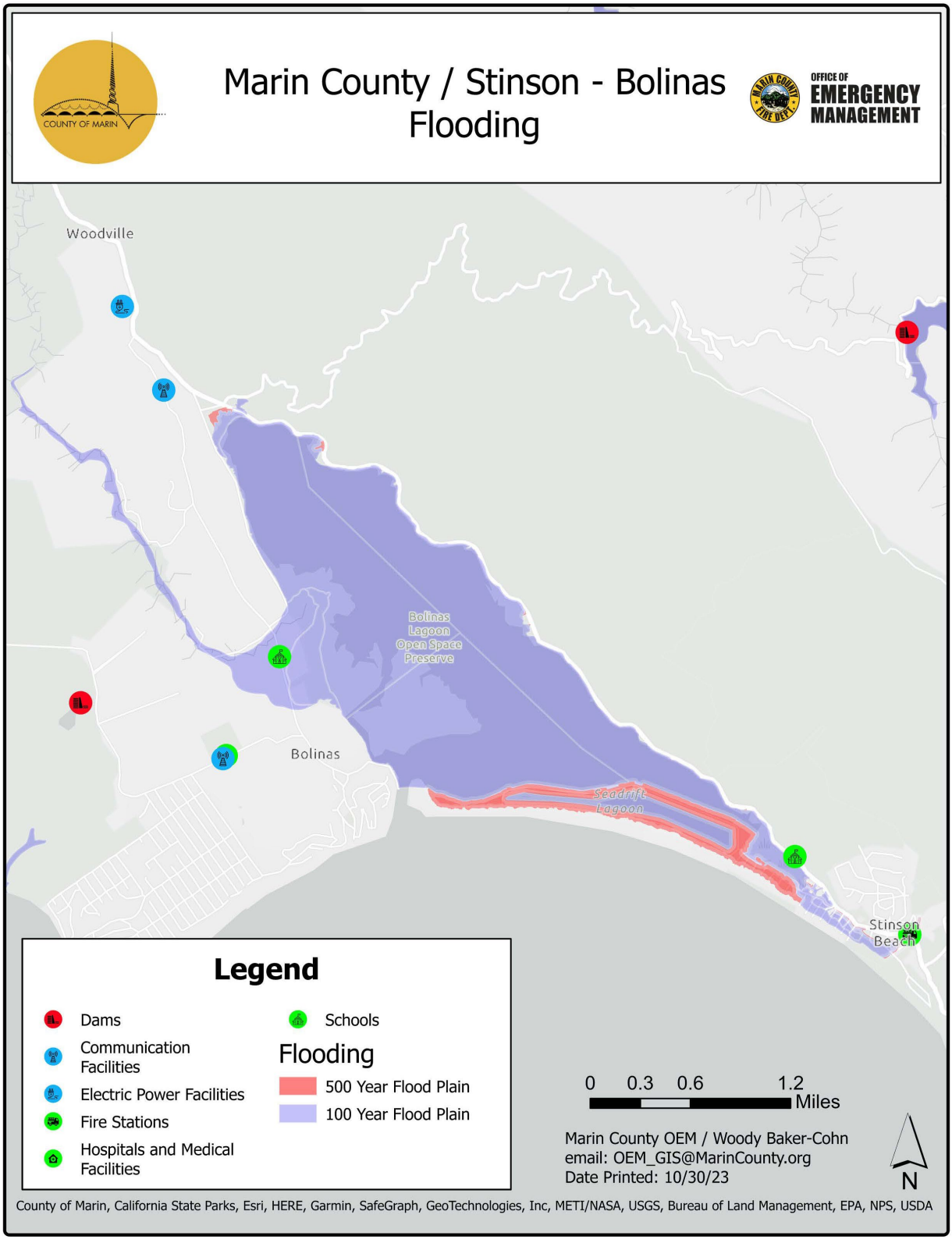


Figure 3.105: Stinson - Bolinas Area Flooding
Source: Marin County OEM

Figure 3.106 shows flood control zones in the Marin County OA.

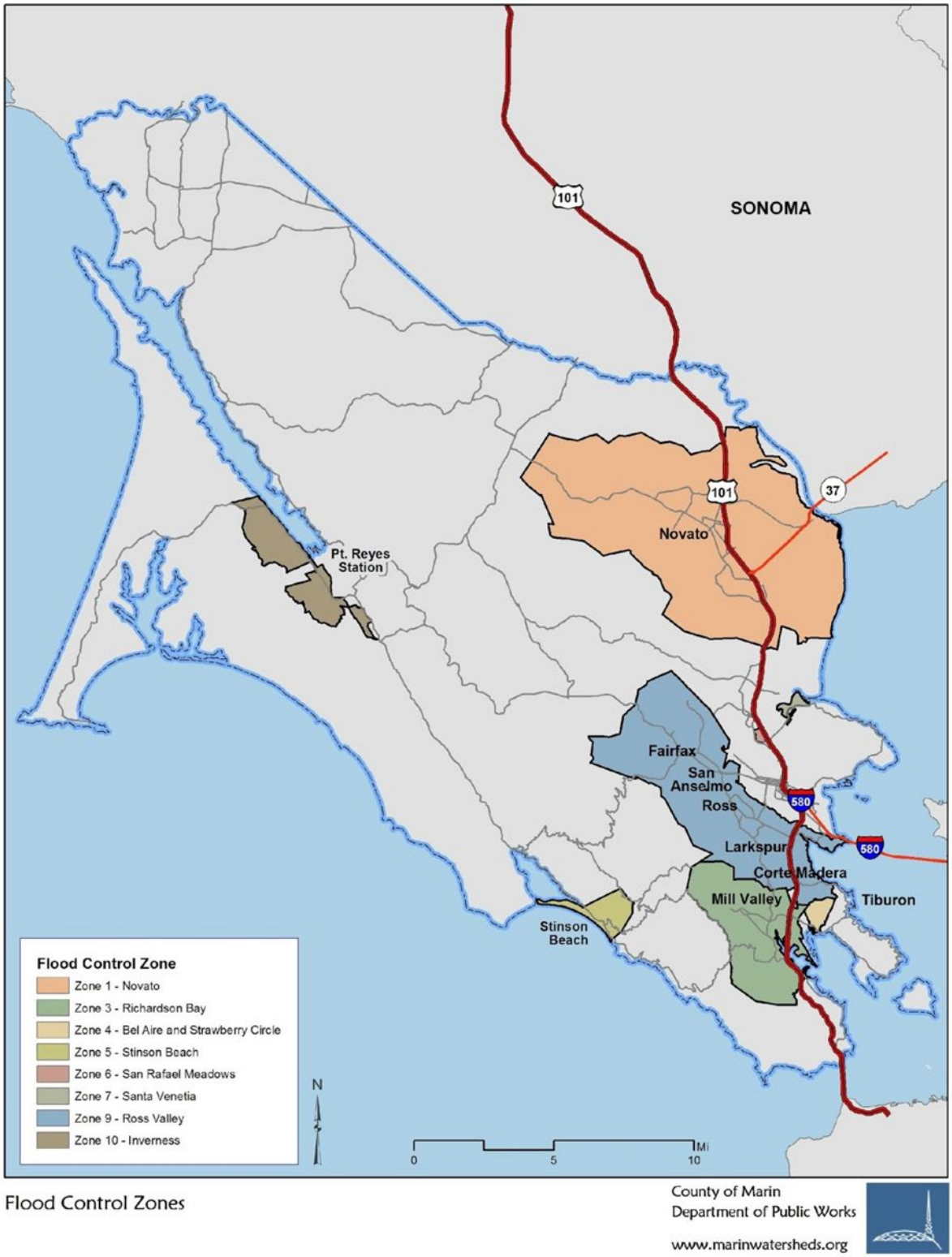


Figure 3.106: Flood Control Zones in the Marin County OA
Source: Marin County

Novato Creek in the northern part of the county historically caused damage to large numbers of homes, particularly in the 1960's, until the Novato Flood Control Project was completed in eight construction phases starting in the 1980's and continuing through 2006. Novato still experiences some damage during significant winter storms despite the completed Novato Creek Flood Control project. Power outages are also a frequent problem for one of the major pump stations in the area.

Although the current Corte Madera Creek Flood Control project is partially complete (Unit 4 in the Town of Ross is yet to be constructed), flooding will still occur for storms greater than about a 5-year recurrence flood event. Potentially all nine southerly and some centrally located communities of the Marin County OA on this creek are impacted by high tides and heavy rains in above average winter storms. The north-east part of the county, densely populated around the floodplain zones, is threatened every winter and still experiences some damage during winter storms despite the completed Novato Creek Flood Control project.

Since the middle of the last century, the winter/spring storms of 1950, 1955*, 1958*, 1963, 1964*, 1965, 1969*, 1970*, 1973*, 1978, 1980, 1982*, 1983*, 1986*, 1995*, 1996, 1997*, 1998*, 2002, 2005/2006*, 2006*, 2008, 2014, 2017, 2019 and 2023 caused significant damage across the Marin County OA.

*Major Federal Disasters declared for flood.

Flooding in December 1964 and January 1965 had widespread impacts across the Marin County OA. Floods were generally moderate to high. Precipitation was heavy in the San Rafael-Kentfield area. From December 19th-23rd, precipitation was 8.49 inches at Kentfield. From January 2nd-7th, precipitation at Kentfield was 7.45 inches. The flow in Corte Madera Creek was moderate but the stream flows and overflows of drains caused some local flooding in areas that are subject to frequent flooding in Kentfield. Flood flows in the Walker Creek basin in the northwestern part of Marin County exceeded previous maximum flows.

A major winter storm originating over the Pacific Ocean moved through Marin County in early January 1982. The maximum rainfall from an area of high rainfall in southern Marin County was about 16 inches. The center of this storm was near Kentfield. Large areas of southern and western Marin County had total storm rainfall exceeding 10 inches. Numerous towns were under water, homes and businesses were destroyed, and many roads were damaged across the Marin County OA. The Inverness area was especially hit hard with floodwaters and debris flows.



Figure 3.107: Damage in Inverness from 1982 Storm
Source: Jack Mason Museum of West Marin History

The New Year's Eve 2005-2006 flood caused widespread damage in the Marin County OA. Easkoot Creek in Stinson Beach overflowed its banks. At least $219 million in damage was reported in the Marin County OA due to this storm. Over a thousand homes, apartments and businesses across the OA were damaged or destroyed. The Marin City exit off of Highway 101 was inundated with water and water covered all but one lane of southbound 101, creating a giant traffic jam. Western Marin County was scattered with downed trees, flooded roadways and mudslides.

In 2014, Marin County sustained an estimated $13,321,134 in damage from flooding, mudslides, winds, high tides and other storm damage from a December 10th-11th downpour. There was an estimated $9,324,134 in damage to public property and $3,997,000 in private damages includes 34 homes, 11 businesses and two outbuildings.

In 2017, a powerful February storm thrashed Marin County. Kentfield received 6.3 inches of rain in a 24-hour period. Other rainfall totals for the period included 2.3 inches in Point Reyes. The College of Marin closed its Kentfield campus because of the storm, and nine school districts canceled classes. Eleven private schools were closed. Pacific Gas and Electric Co. reported thousands of power outages in Marin, including in Kentfield and Lagunitas. Olema Road was closed at Westbrae Drive because of mud, flooding and debris, and flooding was reported on Sir Francis Drake Boulevard at the Bon Air Shopping Center in Greenbrae. In the San Geronimo Valley, flooding closed Sir Francis Drake Boulevard at West Cintura Avenue in Lagunitas. The National Park Service closed Muir Woods National Monument because of the weather. The Lagunitas School District and the Laguna Joint School canceled classes, while the Bolinas-Stinson Union School District closed the Stinson Beach campus and held classes at the Bolinas campus.

In 2019, a storm on February 13th brought heavy rains to Marin County, saturating the ground and exacerbating high tides. County-maintained roads washed out and creeks overflowed their banks, endangering public infrastructure. Flooding occurred in Marin City and was particularly severe in areas of rural Marin. Highway 1 was impassable south of Tomales Petaluma Road and Sir Francis Drake Boulevard was only passable with high-clearance vehicles at Mount

Vision Road in Inverness. Rainfall totals for the storm included 4.3 inches on Mount Tamalpais and 4.16 inches in Kentfield.



Figure 3.108: Flooding in Marin City – 2019 Storm
Source: Marin Independent Journal

In 2023, a storm on January 9th battered Marin county with rain and wind. Rainfall totaled 0.91 inches in Dillon Beach, 1.14 inches in Point Reyes Station, 1.69 inches in Kentfield, 3.04 inches in Woodacre and 2.04 inches on the middle peak of Mount Tamalpais. The Lagunitas School District, Shoreline Unified School District and two elementary schools in the Ross Valley School District stayed closed. More than 4,700 PG&E customers across the Marin County OA had no power at one point.

Impacts

Floods can cause substantial damage to structures, landscapes, and utilities as well as life safety issues throughout the Marin County OA, including in the unincorporated area. Floodwaters can transport large objects downstream, which can damage or remove stationary structures. Ground saturation can result in instability, collapse, or other damage. Objects can also be buried or destroyed through sediment deposition. Floodwaters can also break utilities lines and interrupt services. Standing water can cause damage to crops, roads, foundations, and electrical circuits. Certain health hazards are also common to flood events. Standing water can also cause septic tank failure and well contamination. Standing water and wet structures can become breeding grounds for microorganisms such as bacteria, mold, and viruses. This can cause disease, trigger allergic reactions, and damage materials long after the flood. When floodwaters contain sewage or decaying animal carcasses, infections become a concern. Direct impacts, such as drowning, can be limited with adequate warning and public education about what to do during floods. Where flooding occurs in populated areas, warning and evacuation will be of critical importance to reduce life and safety impacts from any type of flooding.

Certain health hazards are also common to flood events. While such problems are often not reported, three general types of health hazards accompany floods. The first comes from the water itself. Floodwaters carry anything that was on the ground that the upstream runoff picked up, including dirt, oil, animal waste, and lawn, farm and industrial chemicals. Pastures and areas where cattle and hogs are kept or their wastes are stored can contribute polluted waters to the receiving streams.

Floodwaters also saturate the ground, which leads to infiltration into sanitary sewer lines. When wastewater treatment plants are flooded, there is nowhere for the sewage to flow. Infiltration and lack of treatment can lead to overloaded sewer lines that can back up into low-lying areas and homes. Even when it is diluted by flood waters, raw sewage can be a breeding ground for bacteria such as e. coli and other disease-causing agents. Floodwaters may scour stream banks, edging properties closer to the floodplain or causing structures to collapse into floodwaters. Flooding is also responsible for hazards such as landslides when high flows over-saturate soils on steep slopes, causing them to fail. Hazardous materials spills are also a secondary hazard of flooding if storage tanks rupture and spill into streams, rivers, or storm drains.

The second type of health problem arises after most of the water has gone. Stagnant pools can become breeding grounds for mosquitoes, and wet areas of a building that have not been properly cleaned breed mold and mildew. A building that is not thoroughly cleaned becomes a health hazard, especially for small children and the elderly.

Another health hazard occurs when heating ducts in a forced air system are not properly cleaned after inundation. When the furnace or air conditioner is turned on, the sediments left in the ducts are circulated throughout the building and breathed in by the occupants. If a water system loses pressure, a boil order may be issued to protect people and animals from contaminated water.

The third problem is the long-term psychological impact of having been through a flood and seeing one's home damaged and irreplaceable keepsakes destroyed. The cost and labor needed to repair a flood-damaged home puts a severe strain on people, especially the unprepared and uninsured. There is also a long-term problem for those who know that their homes can be flooded again. The resulting stress on floodplain residents takes its toll in the form of aggravated physical and mental health problems.

Additional growth in or around the Marin County OA could contribute to increased flooding in the county. Many historic and cultural resources are located in the mapped flood zones.

The impact of damage resulting from the flooding hazard, as mentioned, can be extremely variable. Nevertheless, most damage results from rising water that inundates residences and buildings, damage to infrastructure and critical facilities, and loss of ingress and egress by the population in the affected areas and the inability of the jurisdictions emergency response capabilities. Damage from flooding can range from minimal, where the damage to an individual home can be on the order of a few thousand dollars to the complete loss of a building or loss of life from the inability to evacuate from the rising floodwaters.

The diversity and dispersion of the Marin County OA's flood hazards, in addition to the tendency for floods to be flashy in nature, make response to emergencies more difficult and increase the need for planning and community awareness in areas of increased flood risk. While property damage to structures within 100-year flood zones is a major concern, damage to roads, utilities, and other supporting infrastructure located in these zones can potentially impact areas of the community outside of the flood zones as well.

Arroyo Corte Madera del Presidio is at risk of overtopping due to less than a 5-year flow. On average Corte Madera Creek and Easkoot Creek are at risk of overflowing their banks due to 5-10 year flow events. Novato Creek overflows in some locations due to 10-year flow. Coyote

Creek and Gallinas Creek are more vulnerable to overtopping due to tidal elevations and may be able to carry 100-year riverine flows at low tides.

Extent and Probability

In areas such as Marin County that do not have extended periods of below-freezing temperatures or significant snowfall, floods usually occur during the season of highest precipitation or during heavy rainfalls after prolonged dry periods. Marin County is dry during the late spring, summer, and early fall and receives most of its rain during the winter months. The rainfall season extends from November through April, with most rainfall occurring during this period. Due to varying microclimates within the County, rainfall measured in water year 2016-2017 where there are Marin County Flood Control & Water Conservation District-owned gages ranged inland from as low as 47 inches in Novato to over 82 inches in Kentfield. Along the coast, rainfall ranged from 36 inches at Oceana Marin to 45 inches at Point Reyes Station.

In should be noted winter 2016-2017 was an unusually wet year. An average of 56 inches of rain falls each year at the summit of Mount Tamalpais, at 2,572 feet elevation. The rain collects in several channels, flowing down steep slopes and onto broad, flat valleys, many of which are populated. The valleys usually only receive on average 32 inches of rain per year, thus flows from the uplands contribute greatly to flows on the valley floor. During most rainfall events, waterways remain within their channels or underground pipes until they reach a bay or the ocean.

The Marin County OA has several major 100-year and 500-year floodplains which are mapped by FEMA in the most recent Flood Insurance Rate Maps (FIRM), several of which were recently updated in 2016 and 2017 (see above). While they may look small relative to the size of the County as a whole, the bulk of the floodplains are located in some of the County's most heavily populated areas along the eastern shoreline: notably portions of Novato, San Rafael, and Mill Valley. These floodplains vary in size, probability and severity of inundation, underlying causes (riverine, tidal, etc.), and potential impacts to the communities in them. The areas of most concern are located in what is designated by FEMA as a 100-year flood zone or Special Flood Hazard Area (SFHA). What is currently considered a 100-year flood may occur more often due to climate change. Due to the increased probabilities of flooding (1% chance in any given year), these properties face high insurance premiums and major restrictions on further development. Along the Pacific Ocean there are a number of homes in Stinson Beach which are mapped as being in a VE zone. A VE zone is a 100-year flood zone where tsunamis or other forms of wave action threaten low lying coastal areas.

For some of the developments along the San Francisco Bay, such as Santa Venetia and Tamalpais Valley, the main issues concern poor drainage due to flat terrain and/or differential settlement, low elevation relative to the tides, and the reliance on a system of pumps and levees to keep floodwaters from inundating homes. Runoff collecting in this area can be especially difficult to remove during high tides.

Other more inland areas, such as areas along Corte Madera Creek and its tributaries, have higher elevations yet still contain properties located in 100-year flood zones. This is mainly due to threats caused by local creeks which have a tendency to overflow their banks when rainfall reaches critical levels. Properties along Novato Creek and its tributaries face similar threats. The main stems of these creeks and many of their tributaries are constrained by development on the banks.

When flooding occurs in the Marin County OA, depths are commonly on the order of 0-2 feet in streets and sidewalks. This level occurs when storm drains are overwhelmed and/or during king

tides. Flood depths on the order of 2- 4 feet have occurred in recent memory and represent significant flood events that caused damage to structures and property. 1982 was the most extreme flood of record along Corte Madera Creek in Central Marin County and probably had some inundations depths as high as 5 feet. In 2016 the FEMA San Francisco Bay Coastal Study became effective and raised the static Base Flood Elevation of the Bay to an elevation of 10-feet NAVD88. This level of flooding has not been observed but is feasible in any given year. If this level of tidal flooding was to occur along the bay shoreline there would be inundation depths as much as 6-8 feet in neighborhoods such as Santa Venetia.

On the Marin County OA's outer coast V zones have BFEs of up to 22 feet according to FIRMs updated August 2017. In the unincorporated community of Stinson Beach this corresponds to a maximum inundation depth of 8-10 feet. Although some houses were destroyed by wave action and storm surge during the 1982 event, nothing approaching this level of inundation has occurred in recorded history here.

The other index for extent is the speed of onset of flooding or the rainfall-runoff lag time, which doesn't apply to tidal flooding. The riverine flooding comes directly from rainfall runoff of adjacent uplands in the County's series of relatively small, short watersheds. While antecedent moisture is a big factor, this flash flooding is typically short duration and directly associated with the magnitude of the passing storm system. These storms, often in the form of atmospheric rivers coming off the Pacific Ocean, can last anywhere from a few hours to a day or two. The speed of onset of flooding ranges from minutes to about 2 hours after the precipitation exceeds the drainage capacity.

Table 3.12: Marin County OA Hazard Risk Assessment – Flooding						
Jurisdiction	**Probability/ Likelihood of Future Events**	**Geographic Extent**	**Magnitude/ Severity**	**Climate Change Influence**	**Significance**	**Risk Score**
Marin County	Highly Likely	Limited	Severe	High	Medium	**14.00**
City of Belvedere	Highly Likely	Limited	Severe	High	Medium	**14.00**
Town of Corte Madera	Likely	Significant	Severe	High	High	**15.00**
Town of Fairfax	Occasional	Limited	Moderate	Medium	Medium	**10.00**
City of Larkspur	Occasional	Limited	Severe	High	Medium	**12.00**
City of Mill Valley	Occasional	Extensive	Severe	Medium	Medium	**13.00**
City of Novato	Likely	Negligible	Weak	Medium	Low	**8.00**
Town of Ross	Highly Likely	Significant	Severe	High	High	**16.00**
Town of San Anselmo	Occasional	Limited	Moderate	Medium	Medium	**10.00**
City of San Rafael	Highly Likely	Significant	Severe	High	High	**16.00**
City of Sausalito	Likely	Significant	Moderate	High	Medium	**13.00**
Town of Tiburon	Highly Likely	Limited	Severe	High	Medium	**14.00**
Bolinas Public Utility District	Likely	Limited	Moderate	High	Medium	**12.00**
Las Gallinas Valley Sanitary District	Likely	Significant	Moderate	Medium	High	**13.00**
North Marin Water District	Occasional	Significant	Severe	High	Medium	**13.00**
Southern Marin Fire District	Likely	Limited	Moderate	Medium	Medium	**11.00**

Table 3.12: Marin County OA Hazard Risk Assessment – Flooding
Source: Profiled Jurisdictions and Districts

Vulnerability

Prior to development, the Marin County OA's flat lowlands flooded frequently. When rain fell on the Marin County OA, it infiltrated into the ground and moved slowly toward creek channels. The ground acted like a sponge, storing water and releasing it slowly. While water moved underground, it was naturally cleansed by physical and biological processes. Annual floods brought life-giving water to parched floodplains, nourishing them with fresh sediment. They recharged aquifers and allowed fish to swim over normally dry land that was rich with food. Tides flooded biologically rich marshes along the bay perimeter twice a day. When humans began to develop the land, they created conflicts between what was built and the natural tendency of creeks to flood. Much of the development in the Marin County OA was built in flood-prone areas which put it at risk of inundation. Roads, parking lots, roofs, and other impervious surfaces prevent water from infiltrating the ground. Instead, the water moves quickly across the landscape into pipes and creeks further increasing flood risk downstream. Homes, commercial areas, schools, hospitals, police and fire stations, roads and highways, sanitary sewers and waterlines, sewage treatment plants, pump stations are all located in floodplains in the Marin County OA.

All of Marin County OA's watersheds are small and largely prone to flash flooding. Flash floods are particularly dangerous. The National Weather Service (NWS) defines a flash flood as one in which the peak flow travels the length of a watershed within a 6-hour period. These floods arise when storms produce a high volume of rainfall in a short period over a watershed where runoff collects quickly. They often affect populated areas of the Marin County OA's cities and towns. They often strike with little warning and are accompanied by high velocity flow.

All incorporated cities and towns in the Marin County OA have flood risk – and are in fact participants in the National Flood Insurance Program. Even those that are not in a Marin County Flood Control & Water Conservation District "Flood Zone," have robust maintenance and capital improvement programs that help manage and mitigate flood risk. These cities without District Flood Zones include most of San Rafael and Tiburon, and all of Corte Madera, Sausalito, and Belvedere. Additionally, San Anselmo, Ross, Larkspur, Fairfax, Mill Valley and Novato have flood mitigation programs that operate largely independently of the Flood District, although extensive coordination of activities and collaboration with the Flood District is facilitated through the Marin County Watershed Program (part of the County Department of Public Works). Every city and town, and many unincorporated communities in Marin contain FEMA Special Flood Hazard Areas (SFHA), meaning they lie in the 100-year floodplain and have at least a 1% chance of flooding in a given year. They all participate in the National Flood Insurance Program and many of the structures in the SFHA carry FEMA flood insurance or private flood insurance. Flood risk to the Marin County OA's incorporated cities and towns are discussed in their respective Annexes. Most unincorporated communities in the Marin County OA have some level of flood risk, as discussed below:

Lagunitas, Forest Knolls, San Geronimo and Woodacre all lie along San Geronimo Creek. Dozens of homes lie in the 100-year floodplain of the creek and could be susceptible to flooding. Sir Francis Drake Boulevard could be susceptible to flooding where it is crossed by Lagunitas Creek and San Geronimo Creek at the south end of Lagunitas. Several road bridges on the south side of San Geronimo Creek that connect residential communities to Sir Francis Drake Boulevard could be susceptible to flooding that could cut off ingress and egress to the area.

Numerous residences and businesses in Nicasio and along Lucas Valley Road to the west of Nicasio lie in the 100-year floodplain and could be susceptible to flooding. Nicasio Valley Road could flood in several places on both sides of Nicasio. Numerous buildings in Tocoloma, including the Tocoloma PG&E substation, lie in the 100-year floodplain. Sir Francis Drake

Boulevard could also be susceptible to flooding where Lagunitas Creek crosses it at Platform Bridge Road.

Much of Olema west of Highway 1 and along Olema Creek is in the 100-year floodplain. There are numerous residences and businesses in this area, including the Olema Campground. The southern end of Point Reyes Station is particularly susceptible to flooding, including the area where Highway 1 intersects with Sir Francis Drake Boulevard. There are numerous homes and businesses in this area, along with the CalTrans Point Reyes Maintenance Station that lie in the 100-year floodplain. Flooding along Highway 1 and Sir Francis Drake Boulevard from either Lagunitas Creek or Tomales Bay could affect ingress and egress to Point Reyes Station, Inverness and Point Reyes National Seashore. Several buildings in the south and west sides of Point Reyes Station and at the U.S. Coast Guard Station lie in the 100-year floodplain and could be susceptible to flooding. Highway 1 and several homes north of Point Reyes Station also lie in the 100-year floodplain and could be susceptible to flooding.

Several homes, businesses and sections of Sir Francis Drake Boulevard from Inverness Park to Inverness lie in the 100-year floodplain and could be susceptible to flooding from either Tomales Bay or inland canyons.

Sections of the east shore of Tomales Bay along Highway 1, including around Reynolds and Marconi, lie in the 100-year flood plain and are susceptible to flooding. Most of the residences and businesses in Marshall lie in the 100-year floodplain and could be susceptible to flooding from Tomales Bay. While most of Tomales is outside the 100-year floodplain, the area south of it has numerous residences and businesses along Keys Creek and Walker Creek that are in the 100-year floodplain and could be susceptible to flooding.

An area north of Bolinas along Pine Gulch Creek and the Bolinas lagoon lie in the 100-year floodplain. Numerous residences, the Bolinas-Stinson Elementary School, and a section of Olema Bolinas Road are in this area and could be susceptible to flooding. While most of Bolinas lies outside the 100-year floodplain, there are numerous residences along Bolinas Lagoon and Bolinas Bay that are in the 100-year floodplain and could be susceptible to flooding. Most of the residences in Stinson Beach along Dipsea Road and Seadrift Road in Stinson Beach lie in the 500-year floodplain, though several lie in an area of the 100-year floodplain and could be particularly susceptible to coastal flooding. Most of the residences closer to Stinson Beach along Cale del Arroyo lie in the 100-year floodplain and could be susceptible to flooding, with some that could be particularly susceptible to coastal flooding. Some homes, the Stinson Beach Fire Station 32, and the Stinson County Water District Office lie in the 500-year plain in this area and could also be susceptible to flooding. Numerous residences and businesses in and around the southern core of Stinson Beach lie in the 500 and 100-year floodplain and could be susceptible to flooding.

The east side of Muir Beach along Railroad Creek lies in the 100-year floodplain. Numerous residences and a section of Highway 1 could be susceptible to flooding in this area. Flooding of Highway 1 could affect ingress and egress north towards Stinson Beach.

Most of the Tamalpais Junction area of Tamalpais Valley along Coyote Creek and the creek along Tennessee Valley Road lies in the 100-year floodplain, with a smaller section lying in the 500-year floodplain. Numerous residences lie in the 500-year floodplain and could be susceptible to either creek flooding or flooding from Richardson Bay. Hundreds of residences, a church, the Tamalpais Valley Community Center, part of the Tamalpais Valley Elementary School, a large shopping center with numerous businesses, the CalTrans Manzanita Station, sections of Highway 1, a section of Highway 101 and the Commodore Center Heliport all lie in

the 100-year floodplain and could be susceptible to flooding. Most of the Strawberry and Alto areas lie outside the 100 and 500-year floodplain, though dozens of residences, several apartment complexes, numerous commercial buildings and part of the Strawberry Point Middle School lie in the 100-year floodplain and could be susceptible to flooding. A small area north of Keil Cove on the Tiburon Peninsula where there are several homes also lies in the 100-yearfloodplain and could be susceptible to flooding.

A large part of Kentfield lying along Corte Madera Creek is in the 100-year floodplain. Dozens of homes, numerous businesses and shopping centers, the Adeline E. Kent Middle School, parts of the College of Marin and the Kentfield Hospital, and sections of major thoroughfares including Sir Francis Drake Boulevard and College Avenue lie in this area and could be susceptible to flooding. Most of the College of Marin (including the College of Marin Police Department), part of the Kentfield Hospital and the Marin Health Medical Center, all of Marin Catholic High School and Anthony G. Bacich Elementary School, the Kentfield Fire Station #17, several medical facilities, dozens of homes, numerous businesses and a large section of Sir Francis Drake Boulevard in the Kentfield area lie in the 500-year floodplain and could be susceptible to flooding. There are dozens of homes in the Greenbrae area that lie in the 500-year floodplain and could be susceptible to flooding. A section of California City on the north side near Anderson Drive and the railroad tracks lie in the 100-year floodplain and there are several homes here along with the Montessori School of Central Marin that could be susceptible to flooding.

The 100-year floodplain in Lucas Valley and Marinwood is mostly confined to Miller Creek and while most buildings and infrastructure are not in the 100-year floodplain, part of it runs along the edge of Lucas Valley Elementary School, the Miller Creek Middle School and the Marin County Juvenile Complex that could all be susceptible to flooding. There are several bridges, including on Lucas Valley Road and Highway 101, along with several homes in Marinwood that lie in the 100-year floodplain and could be susceptible to flooding. Part of the Saint Vincent School in Saint Vincent is also in the 100-year floodplain and could be susceptible to flooding.

The northwestern corner of Santa Venitia along the San Venetia Open Space Preserve lies in the 100-year floodplain, and there are several hundred homes along with a few pump stations and critical care facilities in this area that could be susceptible to flooding. Sections of San Pedro Boulevard and areas of San Pedro Point, including part of the McNear Brickyard, lie in the 100-year floodplain and could be susceptible to flooding. Several homes in the unincorporated County along San Pedro Boulevard near San Rafael lie in either the 100-year or 500-year floodplain and could be susceptible to flooding.

Part of the County Redwood Landfill and all of the Marin County airport, including the access road, lie in the 100-year floodplain and could be susceptible to flooding. This area is mostly marshland that could experience coastal flooding. Most of the Green Point-Black Point area lies outside the 100-year floodplain though there are several homes in the Black Point area near marshland that lie in the 100-year floodplain and could be susceptible to flooding.

Numerous homes in Bel Marin Keys and sections of Bel Marin Keys Boulevard lie in the 100-year floodplain and could be susceptible to flooding. A flooding event could affect ingress and egress to Bel Marin Keys.

San Antonio Creek forms part of the boundary between Marin and Sonoma Counties from the area around Chileno Valley Road east to the Petaluma River and there are several homes along it that lie in the 100-year floodplain and that could be susceptible to flooding. There are also

several road bridges that cross the creek in the 100-year floodplain and that could be susceptible to flooding.

Figure 3.109 shows the social vulnerability of the Marin County OA's population to flooding in relation to the rest of California.

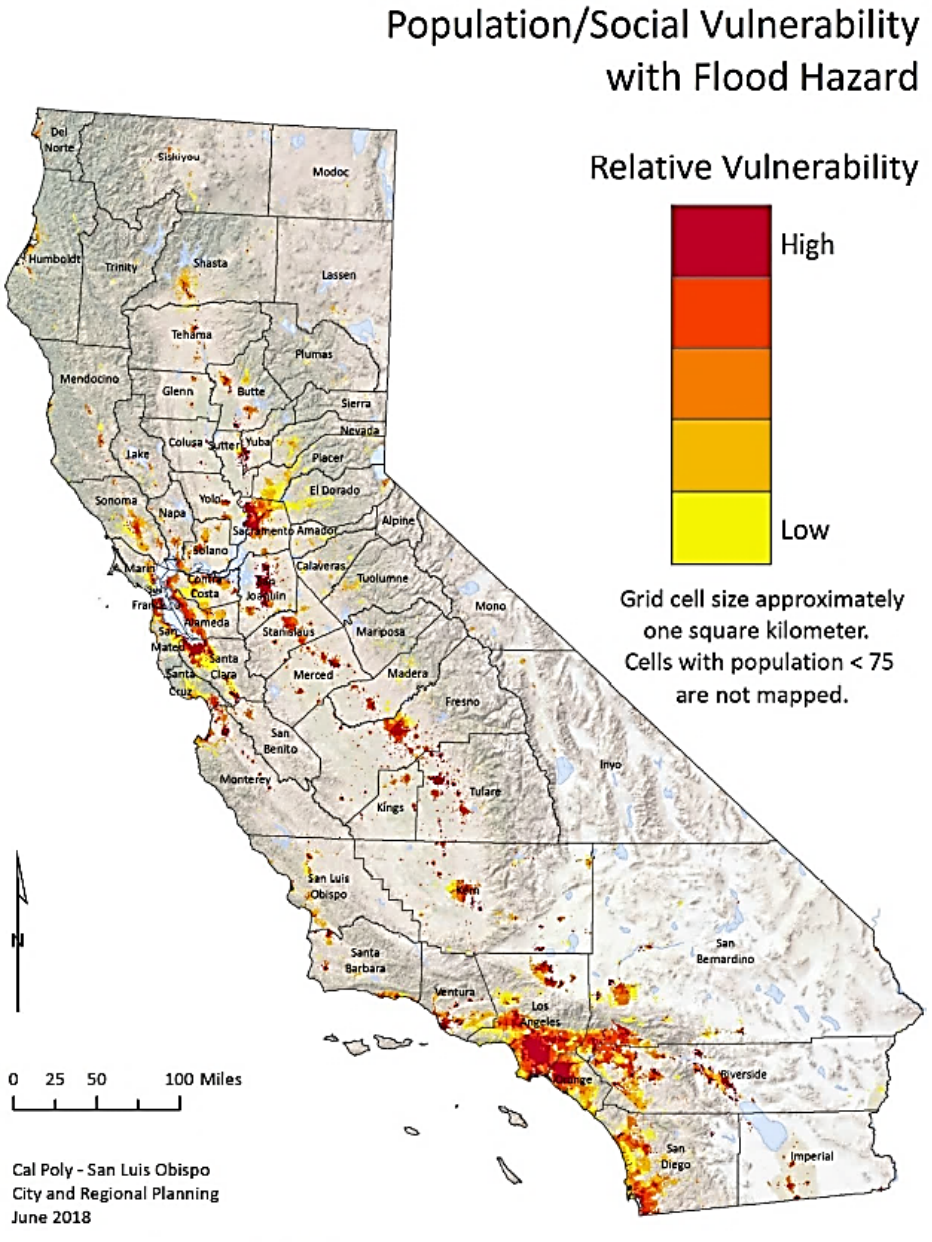


Figure 3.109: Population/Social Vulnerability to Flooding in California
Source: 2018 State of California Hazard Mitigation Plan

Climate Change and Future Development Considerations

Climate change is expected to affect California's precipitation patterns, which are likely to influence future flood events. A 2017 study found that the number of very intense precipitation days in California is projected to more than double by the end of the century, increasing 117 percent, making it likely that flood events will become more frequent in the Marin County OA. Climate change is expected to alter rainfall patterns in Northern California, including the Marin County OA. As the climate warms, rain events are predicted to become more intense. The Marin County OA will likely experience more rain inundation events that lead to flooding and increase the potential threat of dam and levee failure, tree mortality, and other potential hazards. Sea level rise as a result of climate change will exacerbate the impacts of tidal flooding in the lowland areas of the Marin County OA. Future development in these areas will expose more people and infrastructure to the effects of flooding in the Marin County OA. Development in marshland of the Marin County OA would expose additional people and infrastructure to flooding as marshlands act as a natural buffer to storm surge.

3.3.6 Land Subsidence

Land subsidence is a gradual settling or sudden sinking of the Earth's surface owing to subsurface movement of earth materials. The principal causes are aquifer-system compaction, drainage of organic soils through groundwater pumping, underground mining, hydro-compaction, natural compaction, sinkholes, and thawing permafrost. More than 80 percent of the identified subsidence in the United States is a consequence of underground water exploitation. The increasing development of land and water resources threatens to exacerbate existing land-subsidence problems and initiate new ones.

Sinkholes can form in three primary ways. Dissolution sinkholes form when dissolution of the limestone or dolomite is most intensive where the water first contacts the rock surface. Aggressive dissolution also occurs where flow is focused in preexisting openings in the rock, such as along joints, fractures, and bedding planes, and in the zone of water-table fluctuation where groundwater is in contact with the atmosphere. See Figure 3.110 for a picture and description of how dissolution sinkholes form.

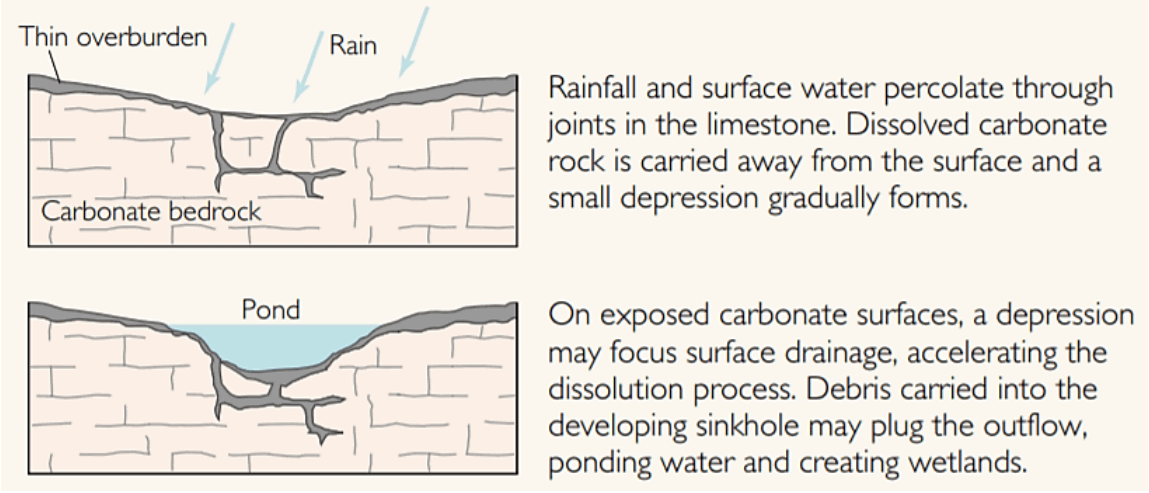


Figure 3.110: Dissolution Sinkhole Formation
Source: USGS

Cover-subsidence sinkholes tend to develop gradually where the covering sediments are permeable and contain sand. In areas where cover material is thicker, or sediments contain more clay, cover-subsidence sinkholes are relatively uncommon, are smaller, and may go

undetected for long periods. See Figure 3.111 for a picture and description of how cover-subsidence sinkholes form.

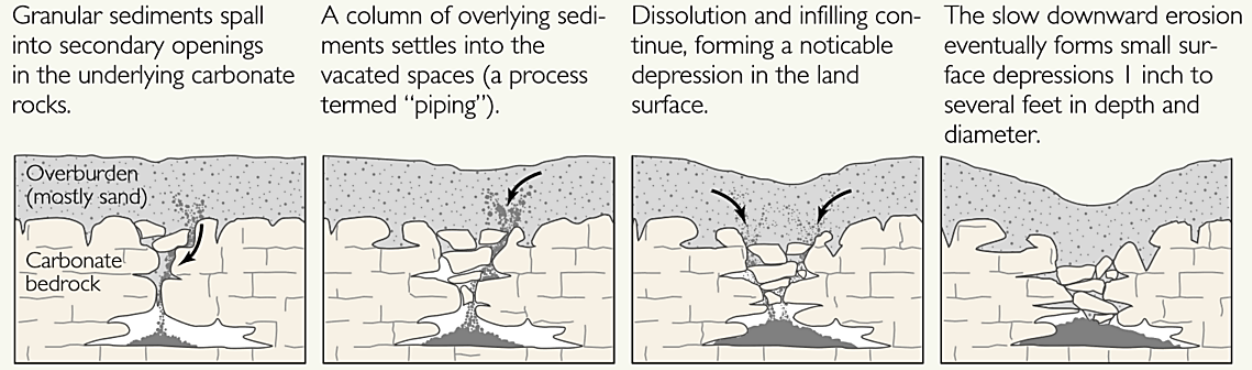


Figure 3.111: Cover-Subsidence Sinkhole Formation
Source: USGS

Cover-collapse sinkholes may develop abruptly over a period of hours and cause catastrophic damages. They occur where the covering sediments contain a significant amount of clay. Over time, surface drainage, erosion, and deposition of sediment transform the steep-walled sinkhole into a shallower bowl-shaped depression. See Figure 3.112 for a picture and description of how cover-collapse sinkholes form.

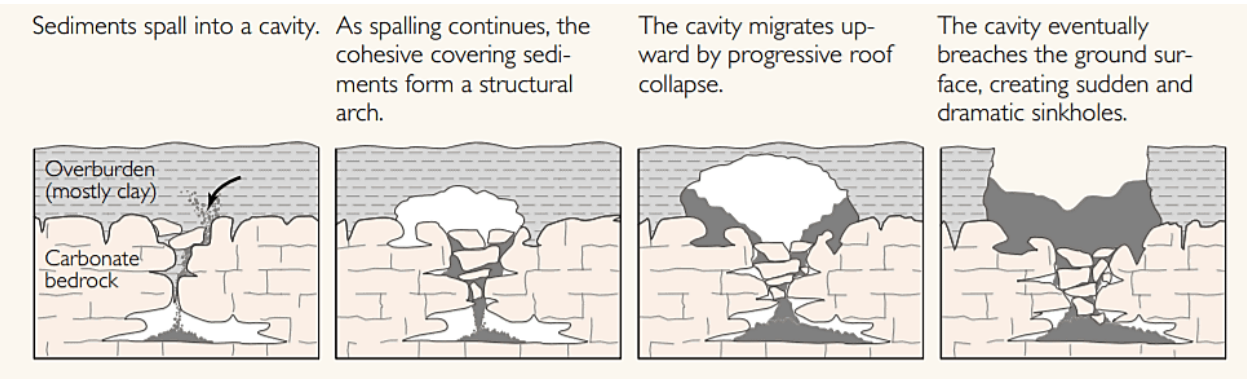


Figure 3.112: Cover-Collapse Sinkhole Formation
Source: USGS

New sinkholes have been correlated to land-use practices, especially from groundwater pumping and from construction and development practices that cause land subsidence. Sinkholes can also form when natural water-drainage patterns are changed and new water-diversion systems are developed. Some sinkholes form when the land surface is changed, such as when industrial and runoff-storage ponds are created. The substantial weight of the new material can trigger an underground collapse of supporting material, thus causing a sinkhole.

The overburden sediments that cover buried cavities in the aquifer systems are delicately balanced by groundwater fluid pressure. The water below ground helps to keep the surface soil in place. Groundwater pumping for urban water supply and for irrigation can produce new sinkholes in sinkhole-prone areas. If pumping results in a lowering of groundwater levels, then underground structural failure, and thus, sinkholes, can occur.

Location and Previous Occurrences

Collapsible soils with the potential for subsidence (i.e., vertical displacement of the ground surface over a locality or region) are more present in the low-lying flatland deposits along the Marin County OA's valley basins and bays, including in the unincorporated area. In the low-lying exposed areas in nearly every community, except Kentfield, subsidence is an ongoing issue. Roadways throughout the Marin County OA along the shoreline, notably US Highway 101, and roads in lower Paradise Cay, already experience subsidence. See Figure 3.113 for a map of land subsidence and uplift in California and the Marin County OA from 2007-2018. Areas of increased subsidence occur along San Francisco Bay with an area of uplift on both sides of the northern end of Tomales Bay.

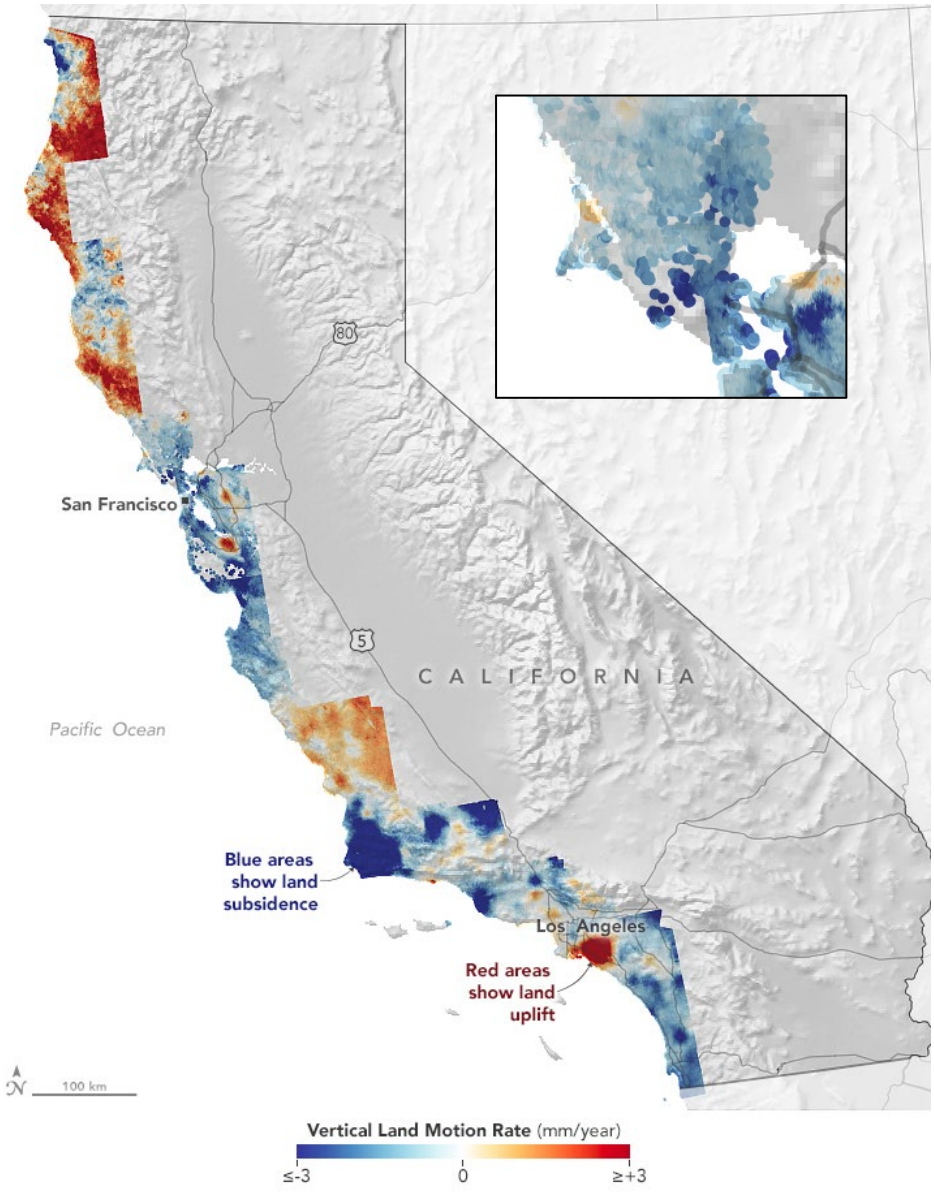


Figure 3.113: Land Subsidence in California 2007-2018 with Marin County Cutout

Source: NASA

Figure 3.114 shows the areas of the United States where certain rock types that are susceptible to dissolution in water occur. In these areas the formation of underground cavities can form, and sinkholes can happen. These rock types are evaporites (salt, gypsum, and anhydrite) and carbonates (limestone and dolomite).

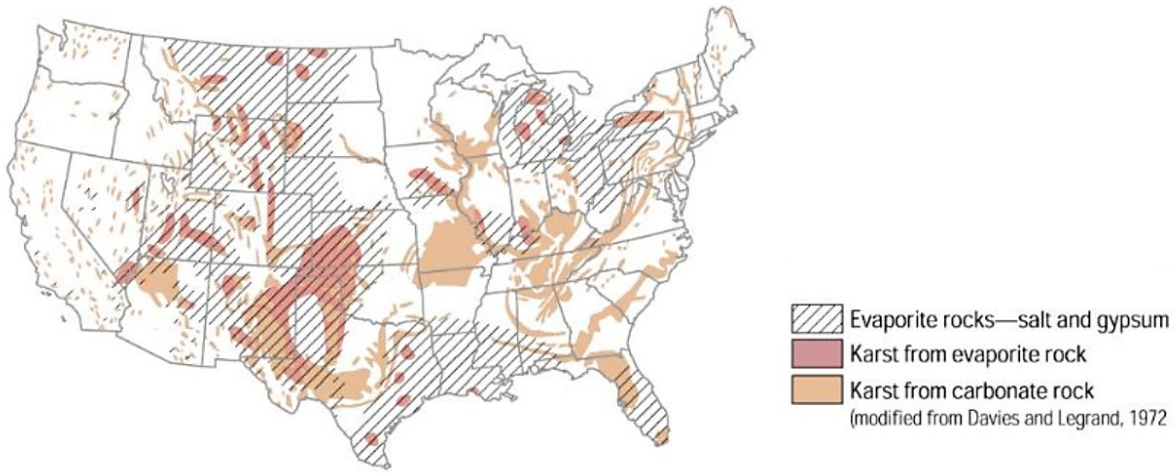


Figure 3.114: U.S. Rock types Susceptible to Water Dissolution
Source: USGS

Impacts

Land subsidence has the potential to damage drinking water wells and infrastructure throughout the Marin County OA, including in the unincorporated area. Loss of drinking water for rural communities can cause health problems as well as significant financial impacts with the re-drilling and testing of wells and providing alternate potable water sources for community members. Prolonged drought can exacerbate the impacts from land subsidence. As the water table is drawn down, land can sink even further and damage underground aquifers. Critical infrastructure such as highways, sewer lines, and gas lines can also become undermined due to land subsidence and sinkholes, becoming a threat to public safety and resulting in the devotion of significant financial resources to fix any damages. Sinkholes can form in parking lots, or directly under houses and other structures, potentially causing loss of life and significant damage.

Extent and Probability

Many shoreline properties in the Marin County OA, including in the unincorporated area, are built on fill and mud, and underlying soils will become more saturated under sea level rise conditions and, consequently, vulnerable to increasing rates of subsidence. Subsidence is already a factor for many roads and will likely worsen as the ground becomes saturated with bay or coastal waters further inland. Utilities infrastructure located along the shoreline on fill and mud and in the bay itself, which already experiences the effects of subsidence, will be subject to increased levels of subsidence in the future.

Table 3.13: Marin County OA Hazard Risk Assessment – Land Subsidence						
Jurisdiction	**Probability/ Likelihood of Future Events**	**Geographic Extent**	**Magnitude/ Severity**	**Climate Change Influence**	**Significance**	**Risk Score**
Marin County	Occasional	Limited	Moderate	Medium	Medium	**10.00**
City of Belvedere	Occasional	Limited	Moderate	Medium	Medium	**10.00**
Town of Corte Madera	Likely	Negligible	Weak	Low	Low	**7.00**
Town of Fairfax	Occasional	Negligible	Weak	Low	Low	**6.00**
City of Larkspur	Occasional	Limited	Moderate	Medium	Medium	**10.00**
City of Mill Valley	Likely	Negligible	Moderate	Low	Low	**8.00**
City of Novato	Likely	Negligible	Weak	Low	Low	**7.00**
Town of Ross	Unlikely	Limited	Weak	Low	Low	**6.00**
Town of San Anselmo	Unlikely	Negligible	Moderate	Low	Low	**6.00**
City of San Rafael	Highly Likely	Significant	Weak	Low	Medium	**11.00**
City of Sausalito	Likely	Limited	Moderate	Medium	Medium	**11.00**
Town of Tiburon	Occasional	Limited	Moderate	Medium	Medium	**10.00**
Bolinas Public Utility District	Likely	Limited	Moderate	Medium	Medium	**11.00**
Las Gallinas Valley Sanitary District	Occasional	Negligible	Weak	Low	Low	**6.00**
North Marin Water District	Occasional	Negligible	Moderate	Medium	None	**7.00**

Southern Marin Fire District	Unlikely	Negligible	Severe	None	Low	**6.00**

Table 3.13: Marin County OA Hazard Risk Assessment – Land Subsidence
Source: Profiled Jurisdictions and Districts

Vulnerability

Land subsidence can severely impact public facilities and infrastructure as well as private development in areas where it occurs through the damage or compete failure of underground utilities, damaged building or utility infrastructure foundations, damaged roadways, etc. Vulnerable substations; electrical transmission towers and lines; underground natural gas water supply, and sanitary sewer pipelines; pump stations; hazardous facilities, including those with underground storage tanks (e.g., gas stations); and other facilities and infrastructure along the shoreline would be compromised by subsidence. Subsidence can lead to damage to healthcare facilities, private wells, and general drinking water quality. Subsidence can place pressure on underground utility pipelines when roadways begin to sink around the pipes, causing them to bend. Electrical transmission towers, including land-based towers east of Bel Marin Keys and South of Novato over to the Sonoma County border and in the bay off the shores of Corte Madera and Mill Valley, are subject to increased rates of subsidence, which can impact the mounting platforms that support the towers. Landfills are often subjected to subsidence because they are typically located where marshes once existed, and because buried materials settle over time. Jetties, which are structures built into the water to protect a harbor or shore, are also prone to subsidence.

Transportation facilities along the OA's coastline are vulnerable to subsidence. Increased subsidence could warp the buildings and runways at Marin County Airport in North Novato and San Rafael Airport. Parking and access areas along Richardson Bay, including those in Waldo Point Harbor, are also prone to continuous subsidence. As discussed above, roadways and highways along the shoreline also suffer from subsidence.

Important cultural resources, including archaeological sites at or near the edge of the bay may be vulnerable to subsidence. Vulnerable sites include permanent settlements represented by shell mounds or middens associated with marshes and other locations at or near the edge of the bay where shellfish/marine resources were available.

The areas of the Marin County OA most vulnerable to land subsidence are those underlain with the younger Holocene unconsolidated alluvial and colluvial sediments, and even more so the younger bay muds. In general, Marin County unincorporated community shoreline properties, especially those in Southern Marin on fill in the low-lying areas east of US Highway 101, are the most exposed and vulnerable to subsidence. Almonte, Belvedere, Santa Venetia, Paradise Cay and Bel Marin Keys were built on bay fill and mud, and already experience subsidence. This impacts buildings, roads, and utility infrastructure. These areas could anticipate increased rates of subsidence as bay waters saturate the soil from below.

Land subsidence is an ongoing issue in the low-lying exposed areas of nearly every unincorporated Bayshore community, except for Kentfield, and sea level rise associated with climate change would only exacerbate existing subsidence impacts.

Climate Change and Future Development Considerations

Climate change could indirectly influence land subsidence as more severe and prolonged periods of drought may encourage more groundwater withdrawals. In coastal areas like the Marin County OA, land subsidence leads to higher sea levels and increased flood risk. The rate of land subsidence could increase across the Marin County OA as a result of climate change. The impacts of land subsidence on infrastructure, including roads and underground utilities, in the Marin County OA could increase with future development in the lowland populated areas where land subsidence is more likely to occur.

3.3.7 Levee Failure

Levee failure is the overtopping, breach or collapse of the levee. Levees can fail in the event of an earthquake, internal erosion, poor engineering/construction or landslides, but levees most commonly fail as a result of significant rainfall or very high tides. During a period of heavy rainfall, the water on the water-body side of the levee can build up and either flow over the top ("overtopping") or put pressure on the structure causing quickening seepage and subsequent erosion of the earth. The overflow of water washes away the top portion of the levee, creating deep grooves. Eventually the levee weakens, resulting in a breach or collapse of the levee wall and the release of uncontrollable amounts of water. Figure 3.115 shows a levee and the multiple ways it can fail.

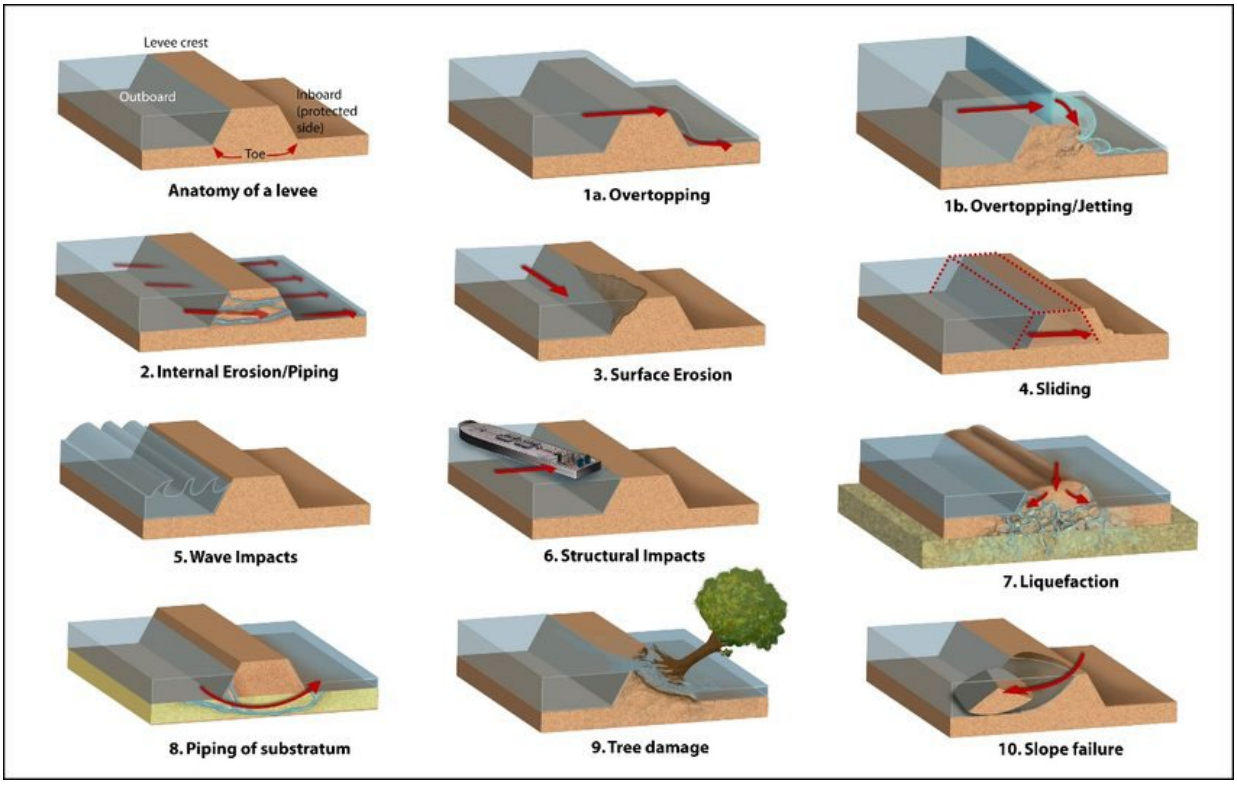


Figure 3.115: Levee Failure Mechanisms
Source: University of California

Location and Previous Occurrences

Several Marin County OA communities, such as Tamalpais Valley, Santa Venetia, Corte Madera, Belvedere, and parts of Strawberry, Novato, and Ross Valley are protected by levees.

Levees are typically earthen embankments designed to contain, control, or divert the flow of water to provide some level of protection from flooding. No levee system provides full protection from all flooding events to the people and structures located behind it. Some level of flood risk exists in the levee-affected areas. Except for one levee system in Novato-Hamilton, none of the County's levees are FEMA-accredited. Many were built many decades ago (non-engineered) by farmers or developers and material may have been added over the years.

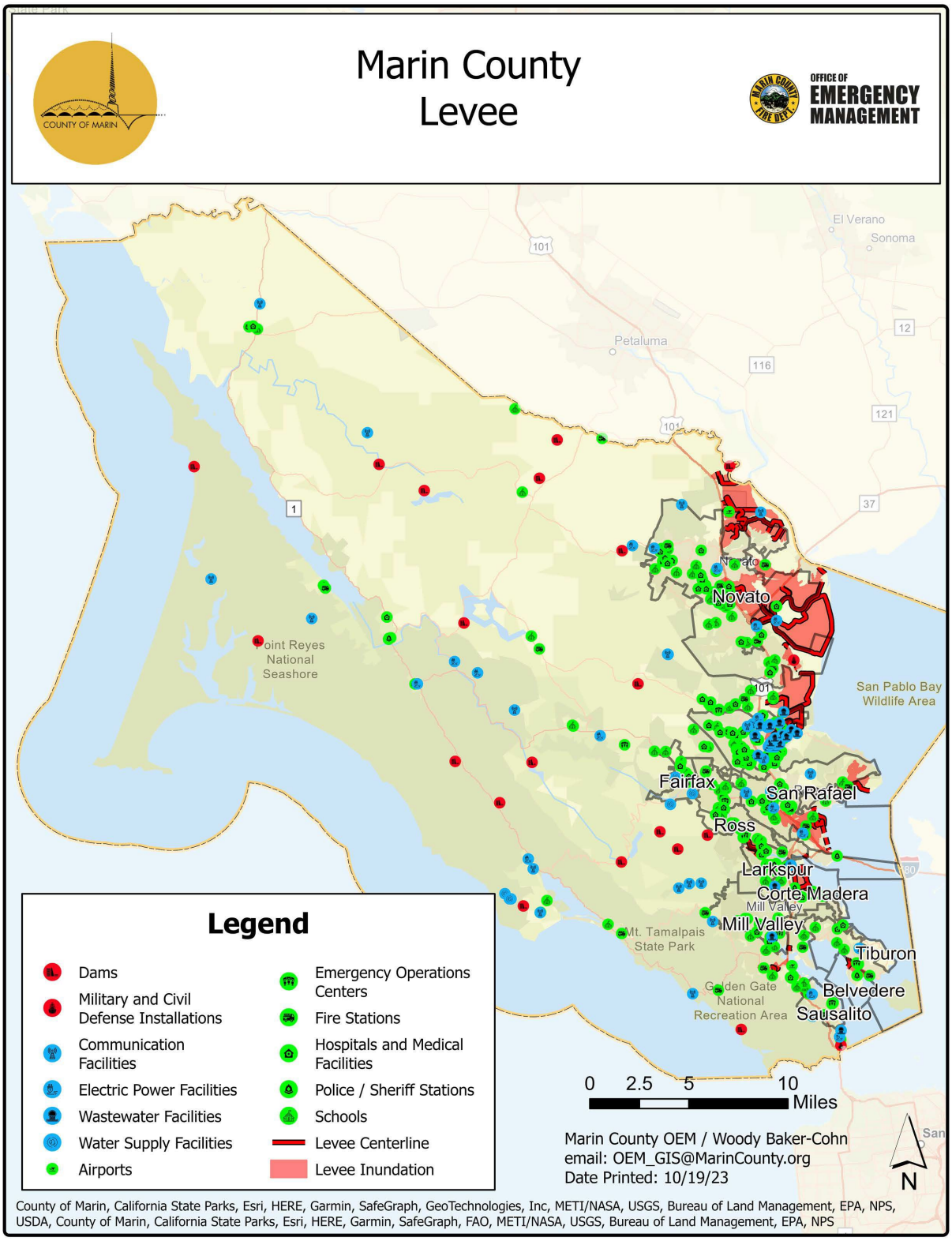


Figure 3.116: Marin County Levee System
Source: Marin County OEM

The Coyote Creek Left Bank Levee System (COYL) is a federally authorized and non-federally operated and maintained project and is located in the County of Marin on the west shore of Richardson Bay, an arm on the western side of San Francisco Bay where the Coyote Creek drains approximately 2,200 acres of the eastern slopes of the Marin Peninsula. The COYL is 0.96 miles long with a maximum height of four feet. The COYL is one of the two flood protection systems of the Coyote Creek flood control project and is situated along the left bank of the creek when looking downstream. The other system is along the right bank of Coyote Creek. There is only one segment within the COYL. The subject levee system is located along the left bank of Coyote Creek and is approximately 1.5 miles long. The purpose of the levee is to provide flood protection to the community of Tamalpais Valley, California. The channel improvement project for Coyote Creek, located in the County of Marin, California, was authorized by the Chief of Engineers on January 15, 1963, under the provisions of Section 205 of the Flood Control Act of 1948, as amended by the Flood Control Act of 1962. The COYL was completed in February 1965. Improvements to the project to address the local subsidence were completed in 1977. The public sponsor of the COYL is the Marin County Department of Public Works.

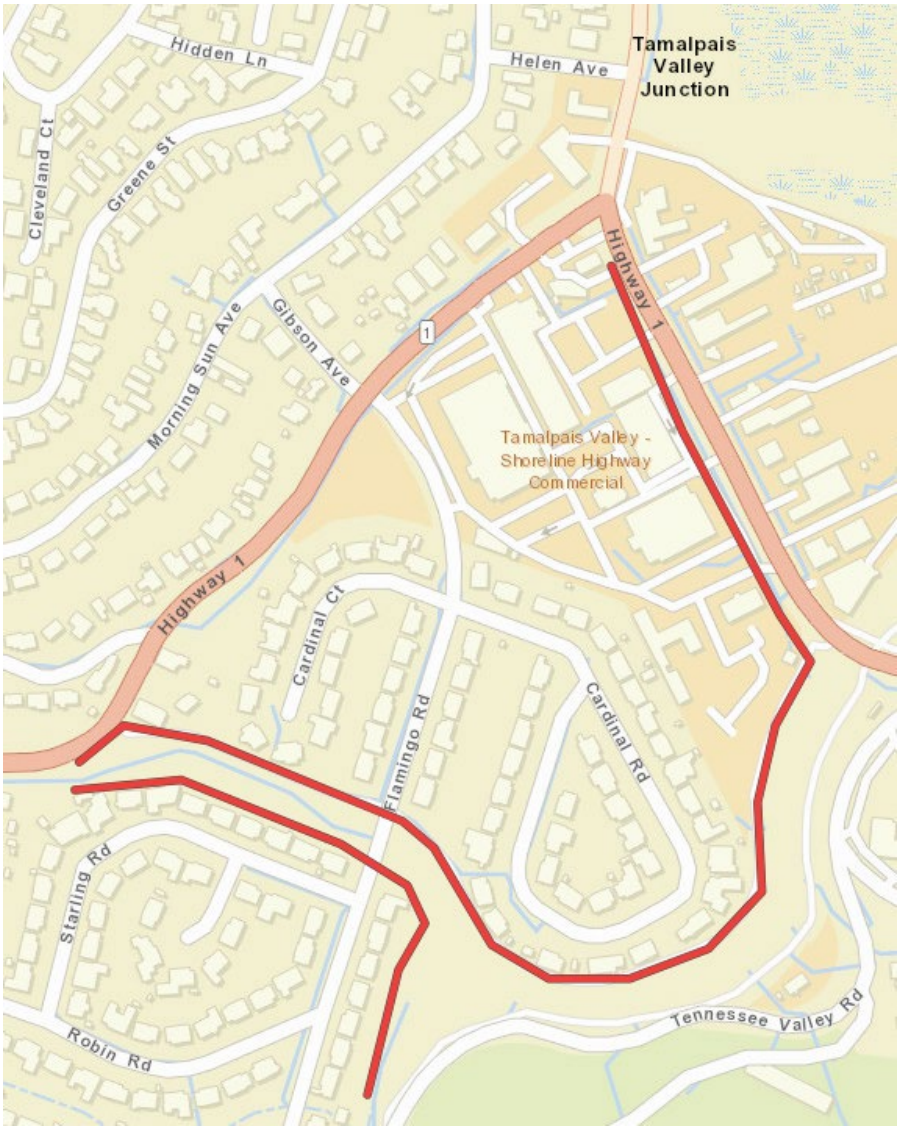


Figure 3.117: Levees in Tamalpais Valley
Source: U.S. Army Corps of Engineers, 11/27/23

The other Coyote Creek Levee system is an additional smaller levee that was constructed on the right bank in 1965. It is 0.22 miles long with a maximum height of four feet. The levee from the Highway 1 bridge to the downstream end is no longer maintained.

Figures 3.17 - 3.19 show the levees and Levee inundation in the Tamalpais Valley

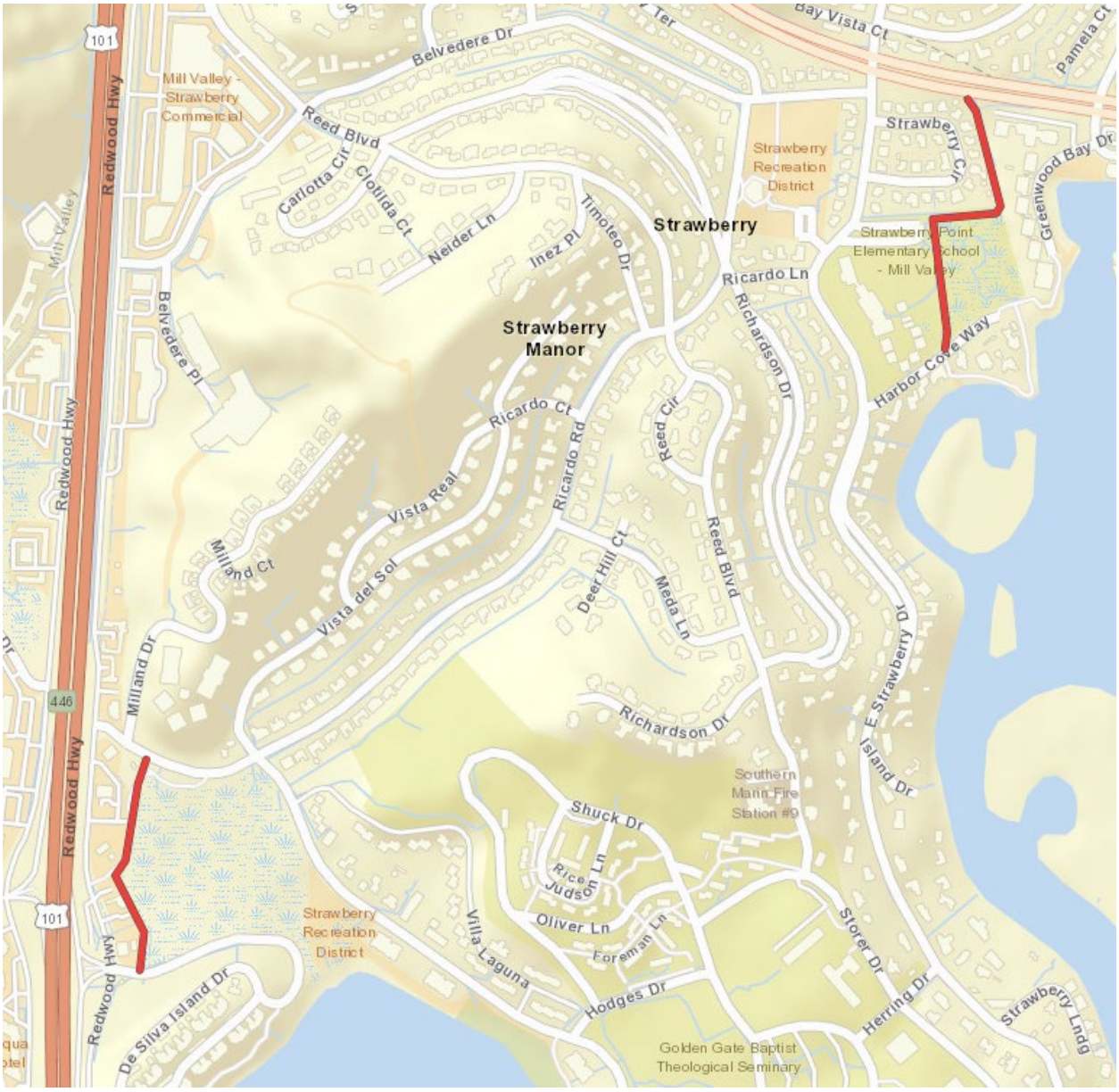


Figure 3.118: Levees in Strawberry
Source: U.S. Army Corps of Engineers, 11/27/23

The horseshoe shaped levee at the Sewerage Agency of Southern Marin (SASM) shown in Figure 3.121, according to the Mill Valley Department of Public Works, the levee at the SASM is above the high tide water mark and is not technically a levee but rather a berm to hold extra water storage at the side. It is not acting as a flood wall. The City of Mill Valley has no risk of levee failure.

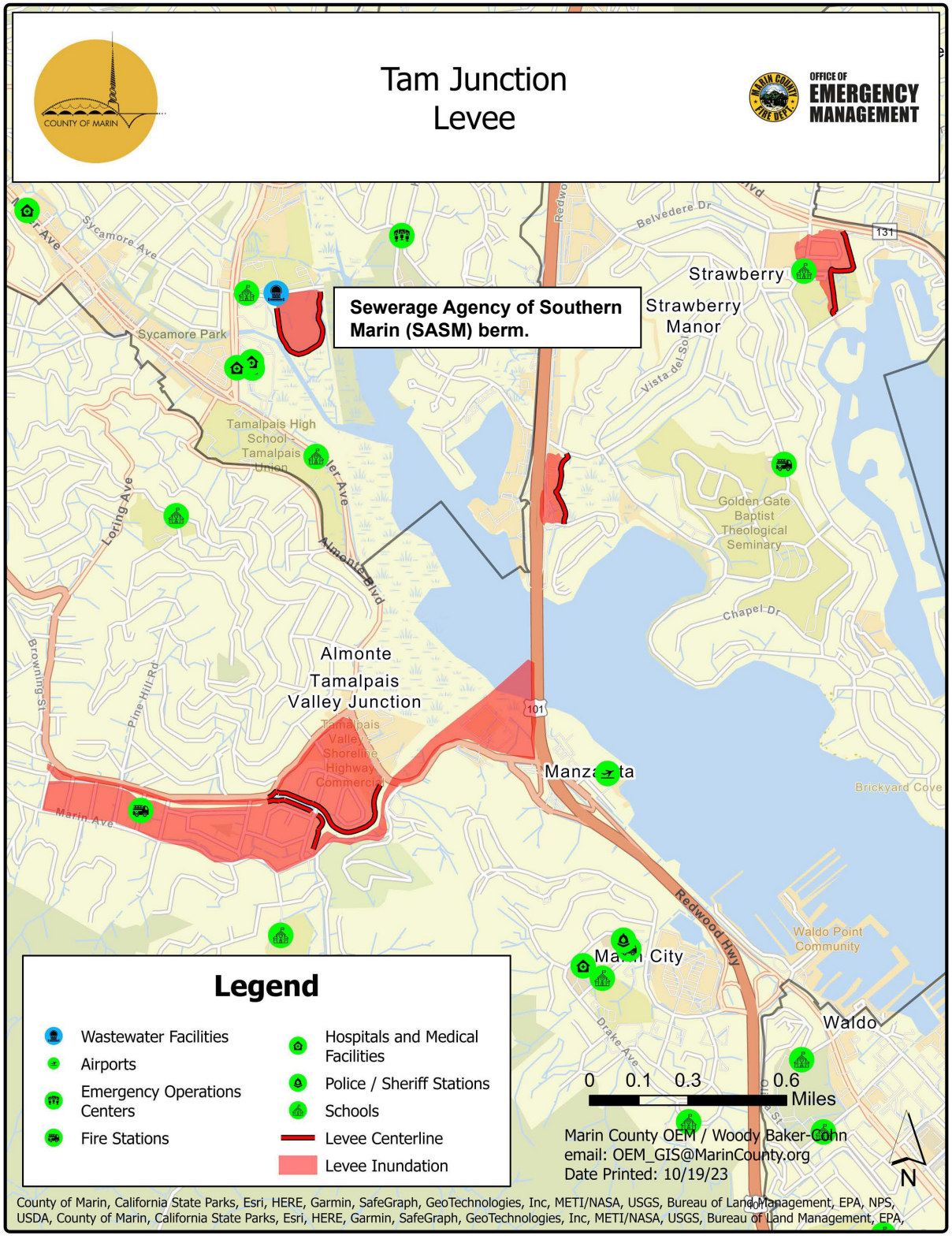


Figure 3.119: Tam Junction Levees
Source: Marin County OEM

One levee system exists in Kentfield and is located along Corte Madera Creek. The Corte Madera Creek Left Bank Levee is 0.7 miles long with an undocumented height. Figure 3.120 shows the Corte Madera Creek Left Bank Levee in Kentfield.

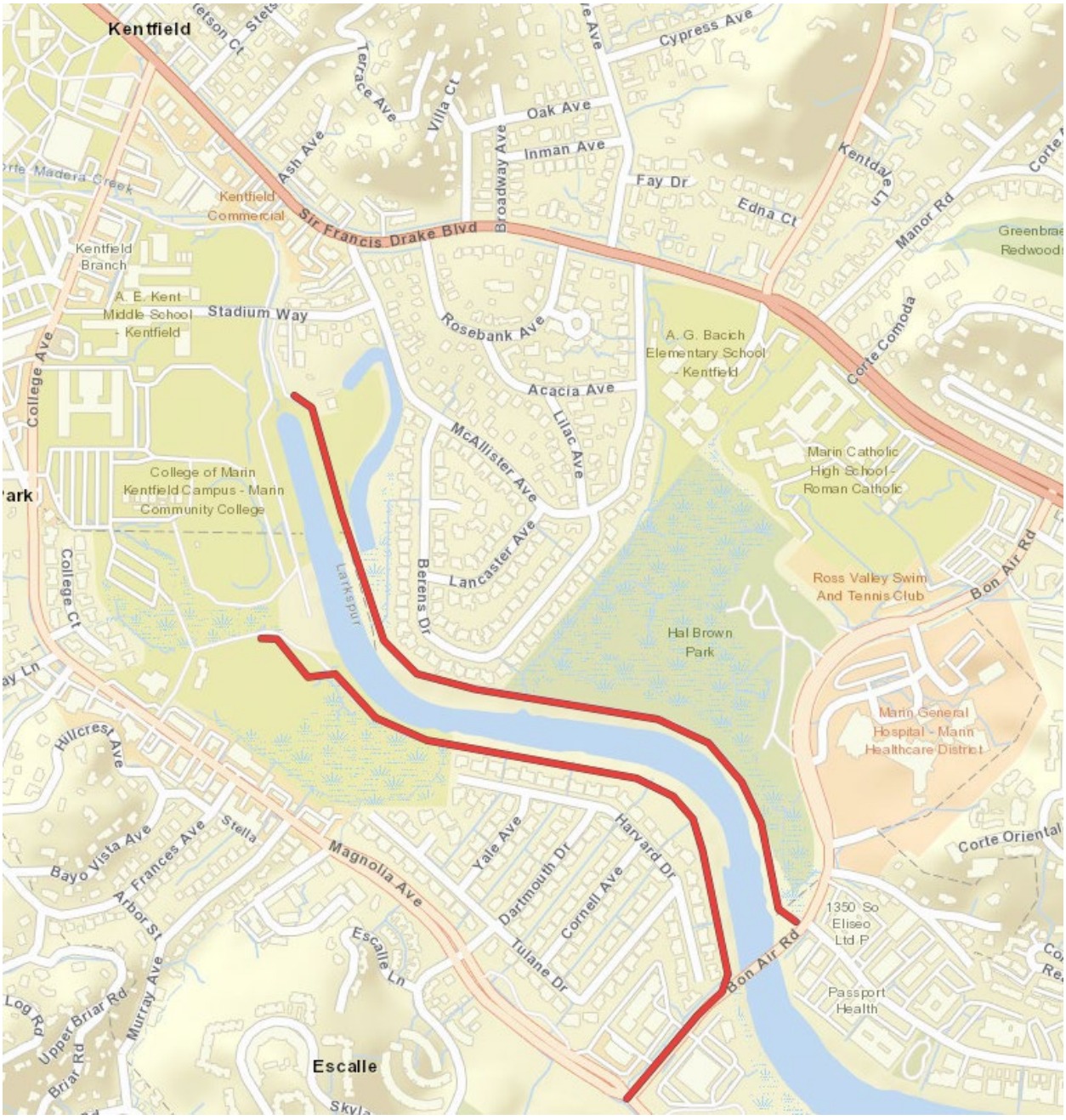


Figure 3.120: Levee in Kentfield
Source: U.S. Army Corps of Engineers, 11/27/23

Figure 3.121 shows the Greenbrae Levee system:

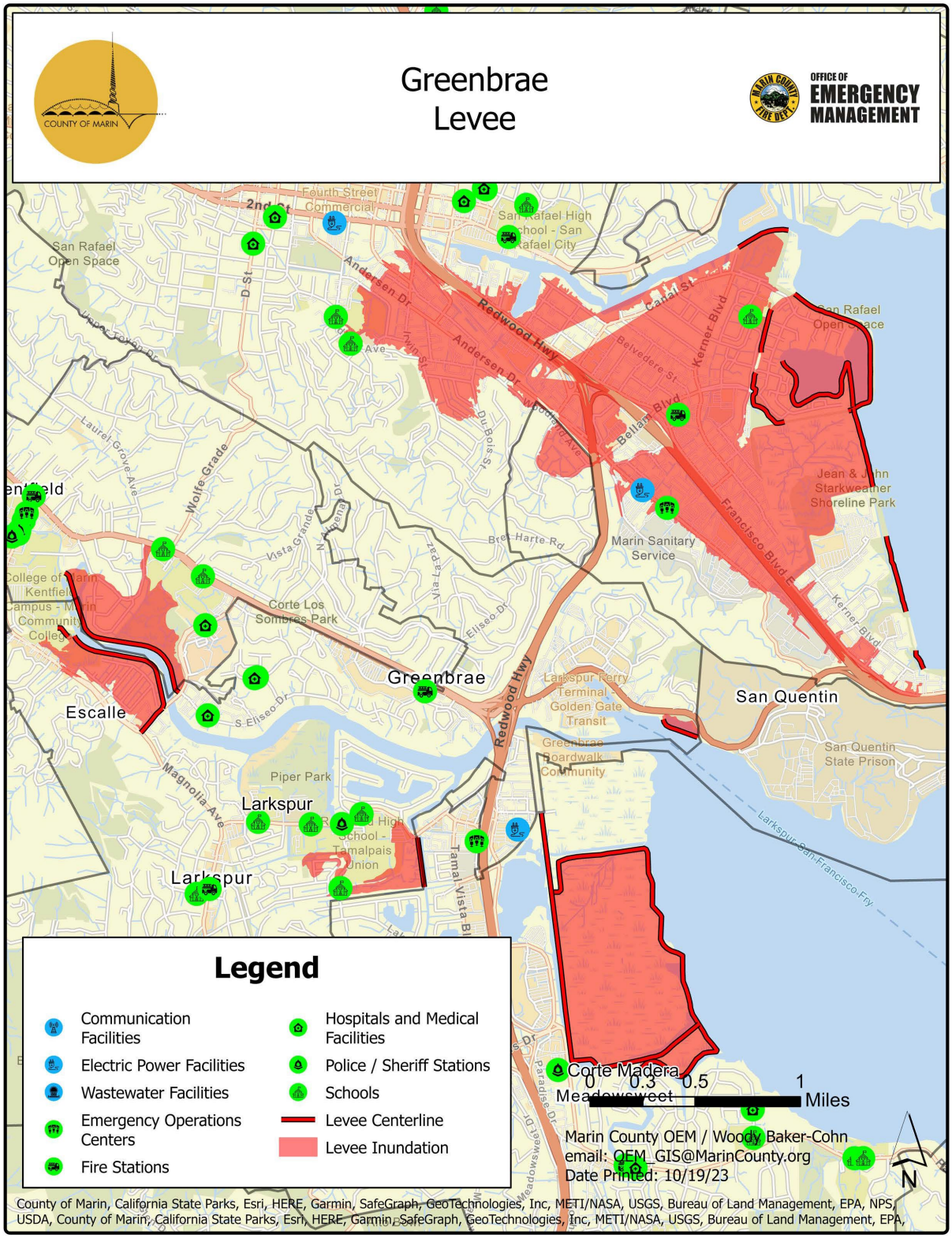


Figure 3.121: Greenbrae Levee System
Source: Marin County OEM

The McNears sea wall runs along Point San Pedro Road from roughly Marine Drive to the McNear Brickyard and is located along San Pablo Bay. The McNears sea wall is approximately 1.4 miles long with an undocumented height. Figure 3.122 shows the sea wall.



Figure 3.122: McNears Sea Wall in the San Pedro Hill Area
Source: U.S. Army Corps of Engineers, 11/27/23

One levee system exists in Santa Venetia and is located along the South Fork of Galinas Creek. The Santa Venetia Levee is 1.45 miles long with an undocumented height. Figure 3.123 shows the Santa Venetia Levee in Santa Venetia.

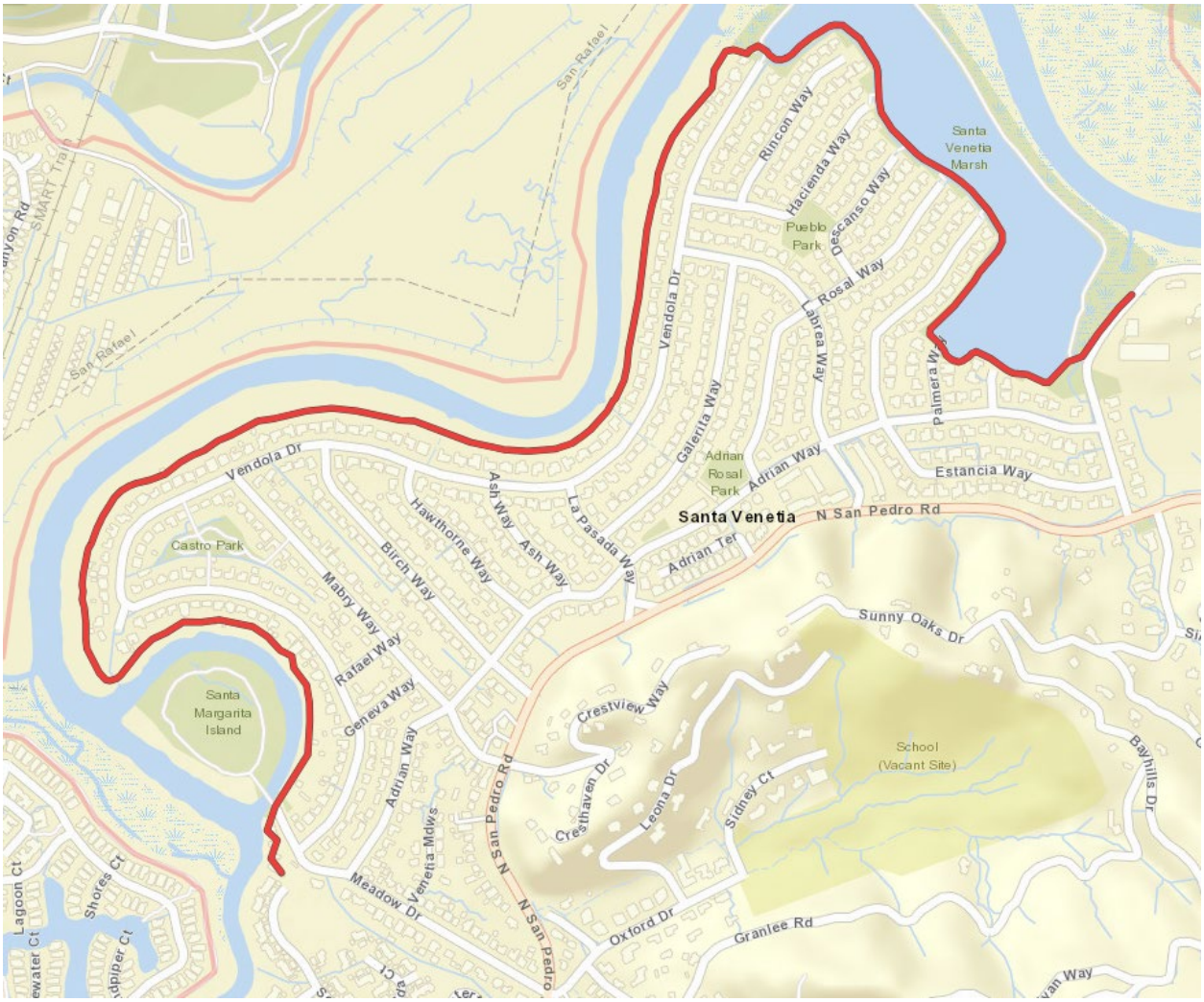


Figure 3.123: Santa Venetia Levee in Santa Venetia
Source: U.S. Army Corps of Engineers, 11/27/23

Three levee systems exist in St. Vincent. Two of them, Marin County Levee 33 and Marin County Levee 24, are located along the north bank of Miller Creek. Marin County Levee 33 is 0.25 miles long with an undocumented height and Marin County Levee 24 is 0.2 miles long with an undocumented height. The third levee is the Las Galinas Valley Sanitary District Levee which extends along the north and east bank of Miller Creek before diverging north to the Hamilton Wetlands and west to Long Point. It is 3.63 miles long with an undocumented height. Figure 3.124 shows the three levees in St. Vincent.

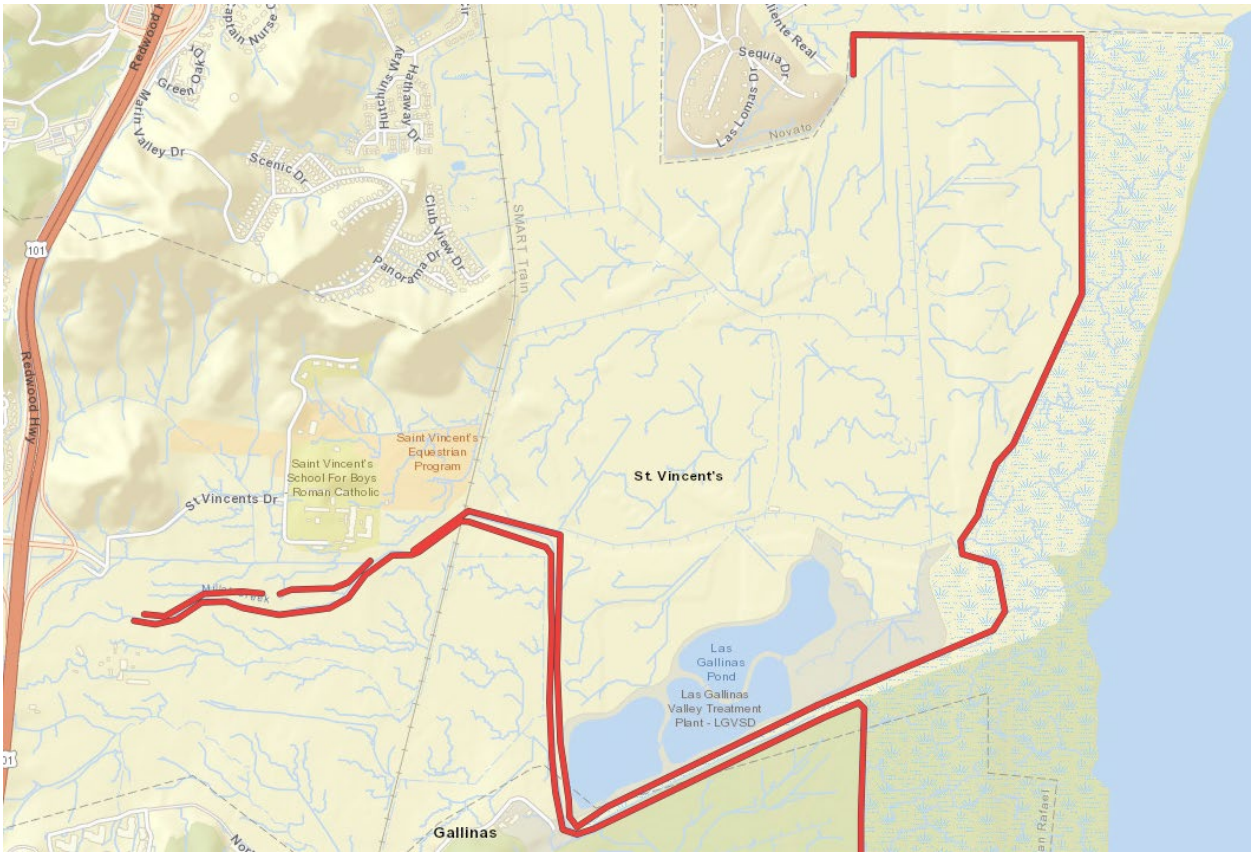


Figure 3.124: Marin Levee 33, Marin County Levees 33 and 24 and the Las Gallinas Valley Sanitary District Levee in St. Vincent
Source: U.S. Army Corps of Engineers, 11/27/23

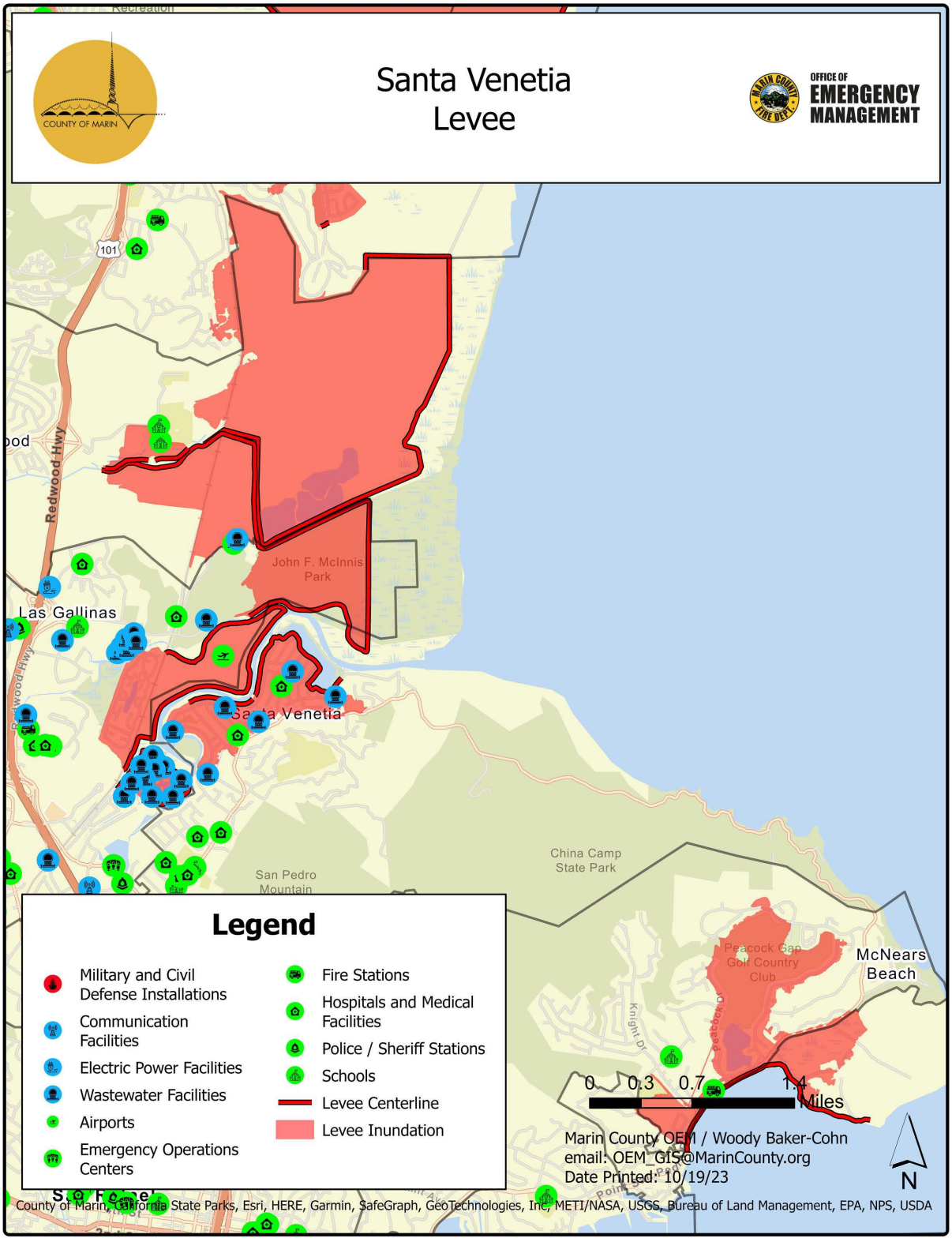


Figure 3.125: Santa Venetia Levee System
Source: Marin County OEM

Several levee systems exist around Bel Marin Keys and the Black Point area, but their failure does not present a risk to the communities.

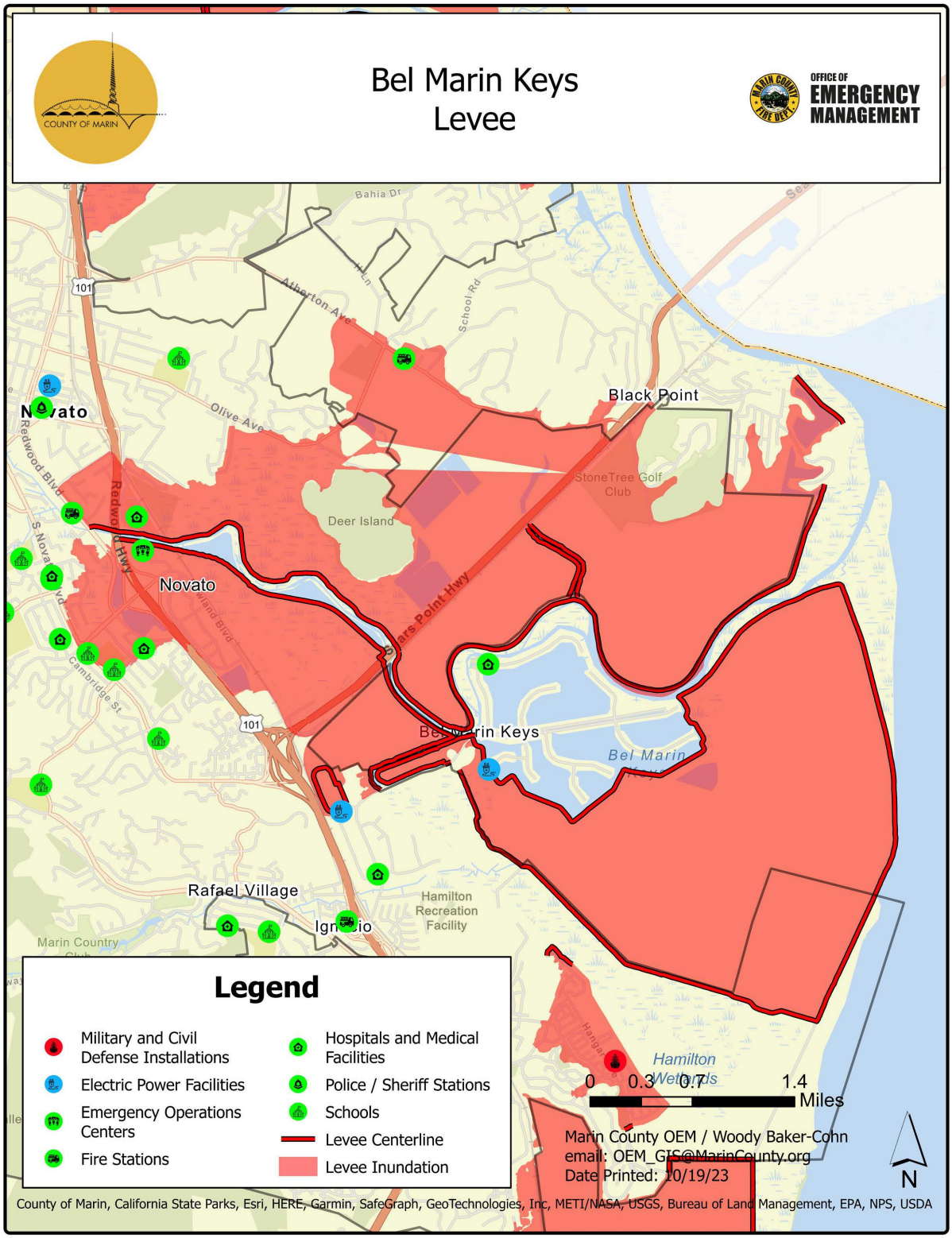


Figure 3.126: Bel Marin Keys Levee System
Source: Marin County OEM

Two levee systems are located around the Marin County Airport. The State Fish and Game Levee surrounds the Airport property and neighboring wetlands on three sides to the north, south, and east. The Gnoss Airport Levee consists of two sections that intersect the airport property. One section is 2.59 miles long with an undocumented height and the other section is 0.43 miles long with an undocumented height. Figure 3.127 shows the levee systems around the Marin County Airport.

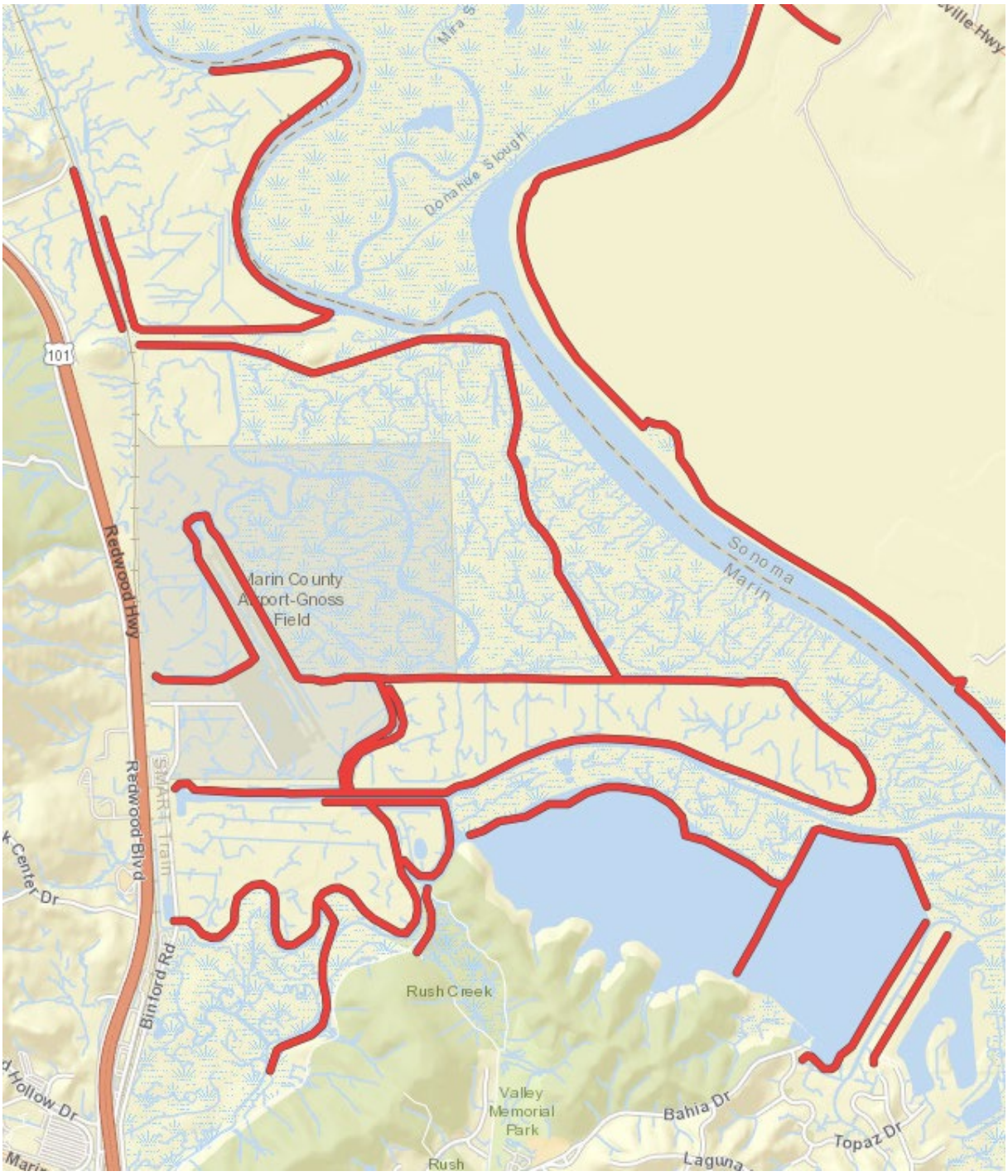


Figure 3.127: Levees Around the Marin County Airport
Source: U.S. Army Corps of Engineers, 11/27/23

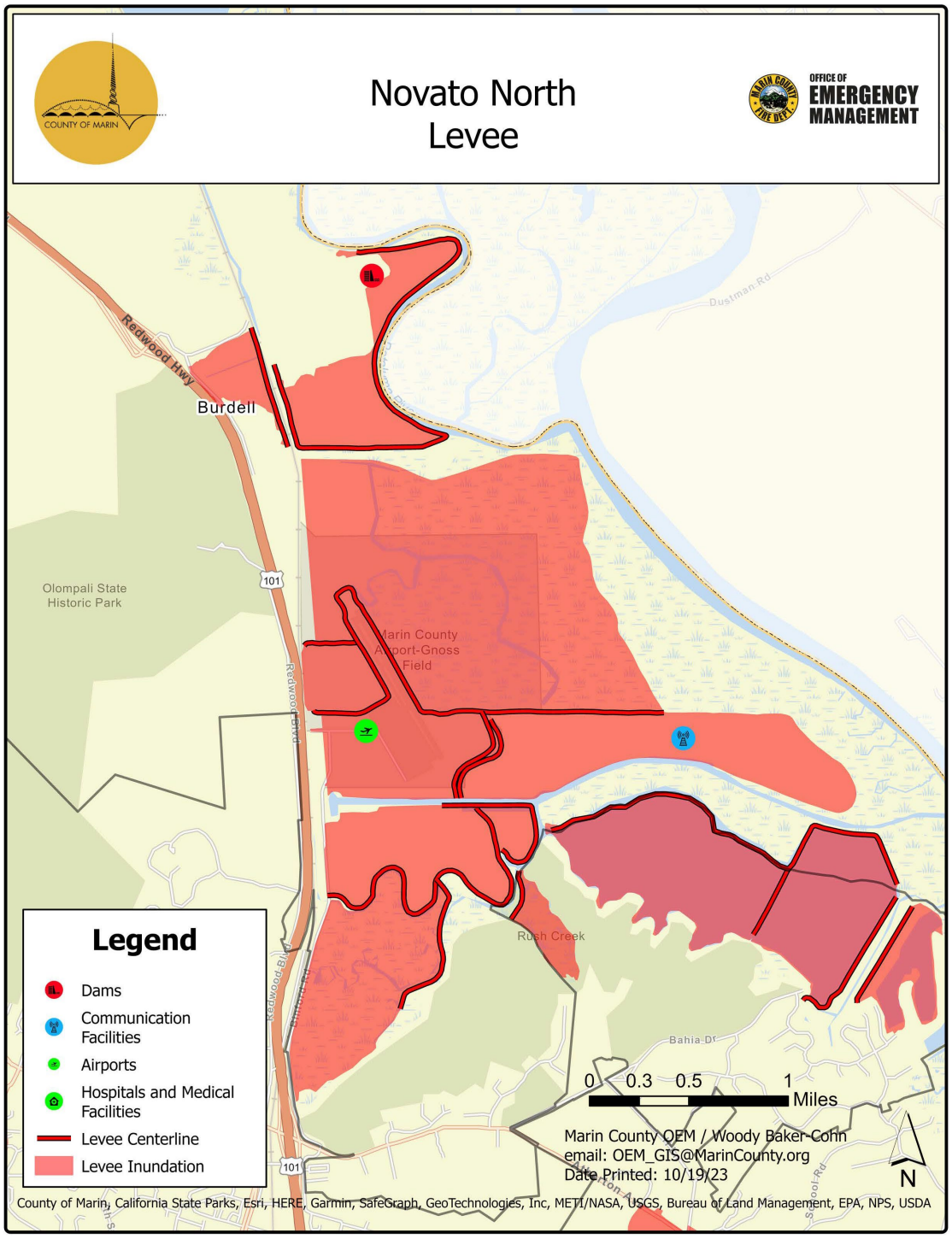


Figure 3.128: Novato North Levee System
Source: Marin County OEM

In 1982 a levee in Santa Venetia was breached by tidal elevations and flooded the neighborhood with 2-3 feet of water.

Over a million dollars-worth of levee damage on Novato Creek occurred in 2014 and 2017 and a heavy burden on stormwater pumping systems caused additional damage to pumping system components.

Over a million dollars-worth of levee damage on Novato Creek occurred in 2014 and 2017 and a heavy burden on stormwater pumping systems caused additional damage to pumping system components.

Impacts

Levee failure flooding would vary depending on which structure fails and the nature and extent of the failure and associated flooding. This flooding presents a threat to life and property, including buildings, their contents, and their use. Large flood events can affect lifeline utilities (e.g., water, sewerage, and power), transportation, jobs, tourism, the environment, agricultural industry, and the local and regional economies.

The overall impact to the community from levee breach or failure includes:

- Injury and loss of life;
- Commercial and residential structural damage;
- Disruption of and damage to public infrastructure;
- Health hazards associated with mold and mildew;
- Damage to roads/bridges resulting in loss of mobility;
- Significant economic impact (jobs, sales, tax revenue) to the community;
- Negative impact on commercial and residential property values;
- Long dewatering periods;
- Significant disruption to students and teachers as temporary facilities and relocations would likely be needed.
-

Extent and Probability

The probability of future levee failures in the Marin County OA is largely unknown but may result from a large winter storm or seismic event.

Table 3.14: Marin County OA Hazard Risk Assessment – Levee Failure						
Jurisdiction	**Probability/ Likelihood of Future Events**	**Geographic Extent**	**Magnitude/ Severity**	**Climate Change Influence**	**Significance**	**Risk Score**
Marin County	Unlikely	Negligible	Moderate	Medium	High	**9.00**
City of Belvedere	Occasional	Limited	Moderate	Medium	Medium	**10.00**
Town of Corte Madera	Unlikely	Limited	Severe	High	Medium	**11.00**
Town of Fairfax	None	None	None	None	None	**0.00**
City of Larkspur	Unlikely	Negligible	Moderate	Medium	Low	**7.00**
City of Mill Valley	None	None	None	None	None	**0.00**
City of Novato	Occasional	Negligible	Weak	Medium	Low	**7.00**
Town of Ross	None	None	None	None	None	**0.00**
Town of San Anselmo	None	None	None	None	None	**0.00**
City of San Rafael	Unlikely	Significant	Severe	High	High	**13.00**
City of Sausalito	Occasional	Negligible	Weak	Low	Low	**6.00**
Town of Tiburon	Unlikely	Negligible	None	None	High	**5.00**
Bolinas Public Utility District	Unlikely	Limited	Extreme	High	Medium	**12.00**
Las Gallinas Valley Sanitary District	Unlikely	Significant	Severe	High	High	**13.00**
North Marin Water District	Unlikely	Significant	Extreme	High	Medium	**13.00**
Southern Marin Fire District	None	None	None	None	None	**0.00**

Table 3.14: Marin County OA Hazard Risk Assessment – Levee Failure
Source: Profiled Jurisdictions and Districts

Vulnerability

The areas of the Marin County OA most vulnerable to levee failure are those with levees that could fail. Several unincorporated communities in Marin County are susceptible to levee failure:

A small area of Tamalpais Valley is protected from the Coyote Creek Levees (COYL) and could be susceptible to a levee failure. This area includes dozens of homes along with several commercial buildings and a section of Highway 1. Approximately 206 people and 105 buildings are at risk from a failure of the COYL levee, with a property value risk of around $59.4 million. Approximately 557 people and 265 buildings are at risk from the levee on the southern bank of Coyote Creek, with a property value risk of around $156 million. The risk is considered to be low LSAC 4 (Levee Safety Action Classification) for both levees prior to overtopping and overtopping breach scenarios. The levee has an overtopping recurrence of 1/100 USACE with low life safety risk. Seepage has not been documented since the construction of a seepage barrier in 2005 (the levee was loaded 75% in 2008). Some uncertainty exists in the condition of culvert penetrations. Areas of oversteepened slope and erosion at the waterside levee toe are also moderate concerns. No loss of life is anticipated, and economic damages are anticipated to be low.

Two small areas of Strawberry are protected by levees and could be susceptible to levee failure. The area protected by the Seminary Marsh Levee consists of several businesses adjacent to Highway 101. Approximately 325 people and 13 buildings are at risk from a failure of the Seminary Marsh Levee, with a property value risk of $20.9 million. The area protected by the Strawberry Marsh Levee consists of several homes and Strawberry Elementary School. Approximately 488 people and 36 buildings are at risk from a failure of the Strawberry Marsh Levee, with a property value risk of around $17.2 million.

Part of the southern end of Kentfield is protected from Corte Madera Creek by the Corte Madera Creek Left Bank Levee and could be susceptible to a levee failure. This area includes a few dozen homes and the Marin General Hospital. Approximately 260 people and 104 buildings are at risk from a failure of the Corte Madera Creek Left Bank Levee, with a property value risk of around $40.3 million. The Levee was assessed in 2021 and the risk was determined to be low.

Numerous homes along with San Pedro Point Road and the McNears Brickyard are susceptible to a failure of the McNears sea wall. Approximately 604 people and 242 buildings in the unincorporated area and the City of San Rafael are at risk from a failure of the sea wall, with a total property value risk of around $169 million.

Part of the northern area of Santa Venetia is protected from the South Fork of Galinas Creek by the Santa Venetia Levee. There are several hundred homes in this area along with numerous pump stations and several medical facilities that could be susceptible to a levee failure. Approximately 1,901 people and 676 buildings are at risk from a failure of the Santa Venetia Levee, with a property value risk of around $323 million.

The area of St. Vincent, which includes the St. Vincent School and the Las Galinas Valley Treatment Plant, is protected from Miller Creek and San Pablo Bay from Marin County Levee 33, Marin County Levee 24 and the Las Gallinas Valley Sanitary District Levee and could be susceptible to a levee failure. Approximately 8 buildings are at risk from a failure of both Marin County Levee 33 and Marin County Levee 24. Approximately 19 people and 9 buildings are at

risk from a failure of the Las Gallinas Valley Sanitary District levee, with a property value risk of around $9.47 million.

The Marin County Airport is protected by the State Fish and Game Levee and the Gnoss Levees, and airport facilities along with the access road could be susceptible to a levee failure. The qualitative risk of the levees around the Airport is unknown.

Climate Change and Future Development Considerations

Climate change is expected to lead to an increase in the frequency and severity of major storm events, which can place added strain on levee systems. An increase in rainfall and runoff as a result of climate change will increase the potential for higher water levels in leveed areas across the Marin County OA, increasing the potential for a levee failure. Rising seas will lead to increased stress on the levees around the Marin County OA shoreline, particular during a major tidal event and potential tsunami. As development increases in the populated areas of the Marin County OA protected by its levees, particularly in coastal areas, the potential for significant impacts to residents and infrastructure will only increase.

3.3.8 Sea Level Rise

Climate change is the distinct change in measures of weather patterns over a long period of time, ranging from decades to millions of years. More specifically, it may be a change in average weather conditions such as temperature, rainfall, snow, ocean and atmospheric circulation, or in the distribution of weather around the average. While the Earth's climate has cycled over its 4.5-billion-year age, these natural cycles have taken place gradually over millennia, and the Holocene, the most recent epoch in which human civilization developed, has been characterized by a highly stable climate until recently.

The Marin County OA MJHMP is concerned with human-induced climate change that has been rapidly warming the Earth at rates unprecedented in the last 1,000 years. Since industrialization began, the burning of fossil fuels (coal, oil, and natural gas) at escalating quantities has released vast amounts of carbon dioxide and other greenhouse gases responsible for trapping heat in the atmosphere, increasing the average temperature of the Earth. Secondary impacts include changes in precipitation patterns, the global water cycle, melting glaciers and ice caps, and rising sea levels. According to the Intergovernmental Panel on Climate Change (IPCC), climate change will "increase the likelihood of severe, pervasive and irreversible impacts for people and ecosystems" if unchecked.

Through changes to oceanic and atmospheric circulation cycles and increasing heat, climate change affects weather systems around the world. Climate change increases the likelihood and exacerbates the severity of extreme weather – more frequent or intense storms, floods, droughts, and heat waves. Consequences for human society include loss of life and injury, damaged infrastructure, long-term health effects, loss of agricultural crops, disrupted transport and freight, and more. Climate change is not a discrete event but a long-term hazard, the effects of which communities are already experiencing.

Climate change adaptation is a key priority of the State of California. The 2013 State of California Multi- Hazard Mitigation Plan stated that climate change is already affecting California. The State has also seen increased average temperatures, more extreme hot days,

fewer cold nights, a lengthening of the growing season, shifts in the water cycle with less winter precipitation falling as snow, and earlier runoff of both snowmelt and rainwater in the year. In addition to changes in average temperatures, sea level, and precipitation patterns, the intensity of extreme weather events is also changing.

Rising sea levels are considered a secondary effect of climate change due to warming ocean temperatures and melting glacial ice sheets into the ocean. The California coast has already seen a rise in sea level of four to eight inches over the 20th century due to climate change. Sea level rise impacts can be exacerbated during coastal storms, which often bring increased tidal elevations called “storm surge.” The large waves associated with such storm surges can cause flooding in low-lying areas, erosion of coastal wetlands, saltwater contamination of drinking water, disruption of septic system operations, impacts on roads and bridges, and increased stress on levees. In addition, rising sea levels result in coastal erosion as shoreline sediment is re-deposited back into the ocean. Evidence shows that winter storms have increased in frequency and intensity since 1948 in the North Pacific, increasing regional wave heights and water levels during storm events.

According to the 2017 “Rising Seas in California, An Update on Sea-Level Rise Science” report Marin County may experience impacts from Sea Level Rise over defined periods of time, to include long-term changes (second half of this century and beyond), and short- to mid-term projections (within the next two or three decades).

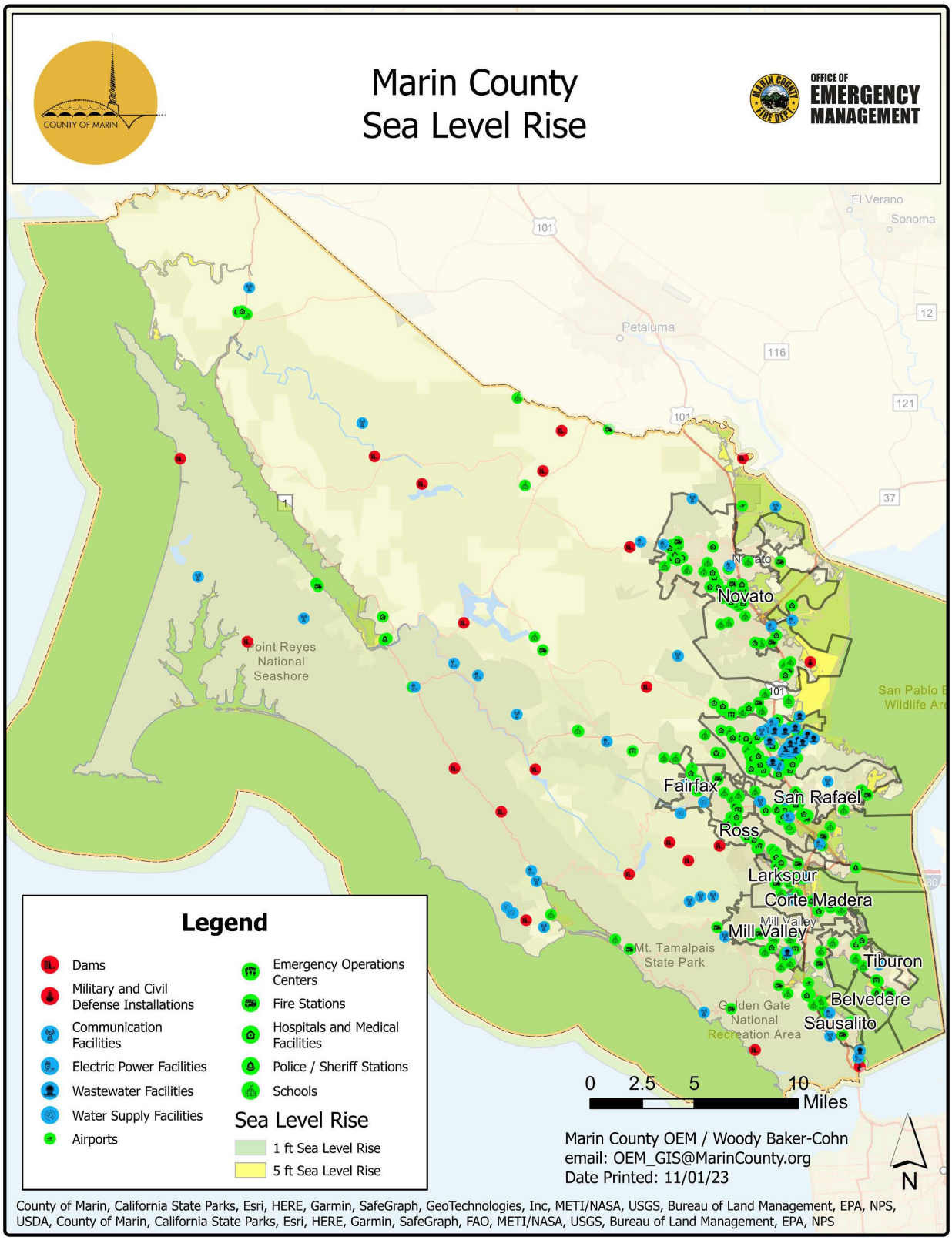
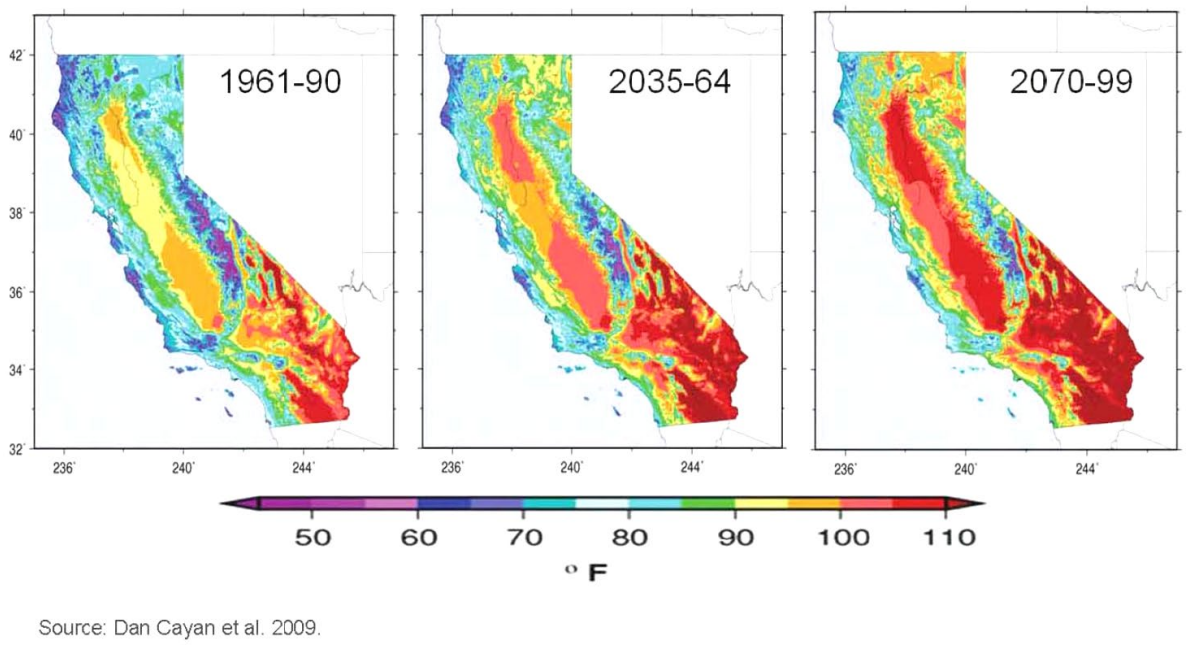


Figure 3.129: Marin County Sea Level Rise Susceptibility to Critical Facilities
Source: Marin County OEM

Location and Previous Occurrences

Past flooding, wildfire, levee failure, and drought disasters have been exacerbated by climate change in frequency of occurrence and intensity. Unlike earthquakes and floods that occur over a finite time period, climate change may be experienced as a compounding, long term hazard, the effects of which some communities may already be experiencing.

The 2018 State of California Multi-Hazard Mitigation Plan states that climate change is already affecting California. Sea levels have risen by as much as seven inches along the California coast over the last century, increasing erosion and pressure on the state's infrastructure, water supplies, and natural resources. The State has also seen increased average temperatures, more extreme hot days, fewer cold nights, a lengthening of the growing season, shifts in the water cycle with less winter precipitation falling as snow, and both snowmelt and rainwater running off sooner in the year. In addition to changes in average temperatures, sea level, and precipitation patterns, the intensity of extreme weather events is also changing. This data suggests that the effects of climate change have been occurring in the Marin County area. See Figure 3.130 for the historic and future change in average July temperatures across California.



Source: Dan Cayan et al. 2009.

Figure 3.130: Average July Temperatures in California
Source: California Climate Adaptation Strategy

Impacts

During the next few decades, scenarios project average temperature to rise between 1°F and 2.3°F in California. As such, temperatures across the Marin County OA, including in the unincorporated area, would be expected to rise, leading to increase in drought conditions that could lead to forest devastation and wildfires, and an increase in major flooding and associated debris flow events. These extreme weather events can cause additional injuries and fatalities and can cause worsened damage or destruction to homes and critical facilities and infrastructure across the County. Socioeconomic disruption can also occur across the County as a result of climate change.

Dealing with flooding from rain and upstream runoff is already complicated. Sea level rise will make it even more complicated by increasing the frequency and duration of flooding. When water temperature increases, warm water expands and takes up more space than colder water. As the planet warms, the water in the ocean warms, expands, and elevates sea levels. The changing climate has also melted parts of the ice caps at the North and South Poles. As this ice melts and flows into the ocean, it increases the amount of water in the ocean and raises sea levels even more. Sea levels in San Francisco Bay have risen seven inches over the past century. Predictions of future sea level rise vary from 12 inches by 2030 to 60 inches by 2100. The Bay Conservation and Development Commission (BCDC) recommends using 36 inches of sea level rise for planning purposes. Rising sea levels increase the upstream extent of tidal flooding, worsen creek overflow due to backwater effects of elevated high tides, and create larger, stronger waves which erode the shoreline and destroy sensitive marshes. Coastal flooding will have a large impact on cities and habitat.

A 36-inch increase in sea levels will greatly impact people's lives throughout the Marin County OA, including in the unincorporated area. Daily high tides will inundate major thoroughfares, schools, retirement communities, private homes, shopping areas, bike paths, and stormwater detention ponds. Valuable marsh and mudflat habitat will be permanently flooded. Infrastructure will need to be armored, abandoned, or relocated. Shorelines will be eroded by increased wave erosion, threatening even more infrastructure. With sea level rise it is projected that more land along Marin's coastline and bayside will be permanently inundated or subject to more regular flooding, while the frequency and intensity of storm events are anticipated to increase with climate change. Greater riparian flooding may also occur with sea level rise and future storm events, though modeling is necessary to better understand the extent of such hazards. As previously discussed best available sea level rise and future flood models indicate that by 2100 around 7,000 acres, 9,000 parcels, 10,000 buildings and 120 miles of roads throughout Marin County may be exposed to flooding due to future sea level rise and 100-year storm events.

Extent and Probability

Table 3.15: Marin County OA Hazard Risk Assessment - Sea Level Rise						
Jurisdiction	**Probability/ Likelihood of Future Events**	**Geographic Extent**	**Magnitude/ Severity**	**Climate Change Influence**	**Significance**	**Risk Score**
Marin County	Highly Likely	Limited	Extreme	High	High	**16.00**
City of Belvedere	Highly Likely	Limited	Extreme	High	High	**16.00**
Town of Corte Madera	Occasional	Significant	Weak	High	Medium	**11.00**
Town of Fairfax	None	None	None	None	None	**0.00**
City of Larkspur	Highly Likely	Limited	Extreme	High	High	**16.00**
City of Mill Valley	Highly Likely	Limited	Weak	High	Medium	**12.00**
City of Novato	Occasional	Limited	Moderate	High	Medium	**11.00**
Town of Ross	None	None	None	None	None	**0.00**
Town of San Anselmo	None	None	None	None	None	**0.00**
City of San Rafael	Highly Likely	Significant	Moderate	High	High	**15.00**
City of Sausalito	Likely	Significant	Severe	High	Medium	**14.00**
Town of Tiburon	Highly Likely	Limited	Extreme	High	High	**16.00**
Bolinas Public Utility District	Likely	Extensive	Severe	High	High	**18.00**
Las Gallinas Valley Sanitary District	Likely	Significant	Moderate	High	High	**14.00**
North Marin Water District	Occasional	Significant	Moderate	High	Medium	**12.00**
Southern Marin Fire District	Likely	Significant	Extreme	Medium	Low	**13.00**

Table 3.15: Marin County OA Hazard Risk Assessment - Sea Level Rise
Source: Profiled Jurisdictions and Districts

Vulnerability

All residents in the Marin County OA, including in the unincorporated area, are susceptible to climate change, with effects being more prevalent in those with pre-existing health conditions and the elderly. Communities most vulnerable to the impacts of sea level rise in unincorporated Marin County include Muir Beach, Stinson Beach, Bolinas, Inverness, Pt. Reyes Station, East Shore, and Dillon Beach.

Coping with a changing climate presents opportunities for local health departments and partners in Marin County to consider policies, actions, and infrastructure design that will not just protect the public from climate change threats, but also establish health equity, resiliency, and sustainability. A critical step for building resilience is to improve capacity of communities to prepare, respond, and recover from climate-related health risks.

The most vulnerable assets in Marin County OA's unincorporated communities in the near-term are Shoreline Highway through Almonte, Waldo Point Harbor houseboats and facilities, Greenbrae homes and facilities, and Paradise Cay homes and marina. The elevated homes on Greenbrae Boardwalk and floating homes in Waldo Point Harbor may be more adaptable in the near term than homes with solid foundations. In the medium-term, portions of Bel Marin Keys could face impacts, as would Santa Venetia homes, Tamalpais Valley homes, and the Greenwood Cove, Strawberry Circle, Strawberry Village Shopping Center, homes along Seminary Drive in Strawberry, and Kentfield creek side homes. In the long-term, Black Point and North Novato could anticipate damaging impacts. In the medium-term timeframe, regular high tide tidal flooding could adversely impact the same locations tidally flooded in the near-term, though more severely. Storm surge flooding could be 10 inches with a 100-year storm surge, and extend further inland beyond the marshy areas of Mill Valley, Strawberry, San Rafael, St. Vincent's, and North Novato. In the long-term (second half of this century and beyond), regular tidal flooding could adversely impact the same locations impacted in the near- and medium-terms (within the next two or three decades) and significant portions of what would have previously only flooded from the 100-year storm surge. The additional areas that would tidally flood at 60 inches of sea level rise are:

- Tamalpais Valley
- Mill Valley from the Richardson's Bay shoreline up to and beyond Camino Alto between Miller and East Blithedale Avenues
- Mill Valley and Strawberry fronting US Highway 101 between Seminary Drive and Tiburon Boulevard
- Santa Venetia north of N. San Pedro Boulevard
- Cove Neighborhood, Tiburon
- Belvedere Lagoon neighborhood
- Paradise Cay
- Mariner Cove, Marina Village, Madera Gardens, and major retail centers lining US Highway 101
- Riviera Circle, Creekside, and Heatherwood neighborhoods, Larkspur
- Interstate 580 and westward towards Andersen Drive in San Rafael and the community of California Park
- Marin Lagoon and Peacock Gap neighborhoods, San Rafael
- Bel Marin Keys northern and southern lagoon areas

- Hamilton, Vintage Oaks, and pockets of development east of US Highway 101 at Rowland Boulevard and State Route 37 in Novato, and
- North Novato at US Highway 101 and Binford Road.

Bayside areas that could anticipate increased storm surge flooding are:

- Sausalito west of Bridgeway
- Marin City neighborhood
- Mill Valley east of East Blithedale Avenue at Alto Shopping Center
- Las Gallinas and North San Pedro Boulevard, east of US Highway 101, San Rafael
- Bayside Acres
- Country Club
- Kentfield

In their current conditions, the most vulnerable coastal Marin County OA infrastructure, in order of onset and flood depth, includes

Near term (ten years):

- Beaches, underground on-site wastewater treatment systems (OWTS), buildings, and streets in Stinson Beach west of Shoreline Highway
- Shoreline Highway between Stinson Beach and Bolinas, at Green Bridge over Lagunitas Creek in Pt. Reyes Station, the Walker Creek crossing in Marshall, and bridges on Middle Road and Valley Ford Lincoln School Road
- Beaches and beach front and downtown buildings and streets in Bolinas
- Septic systems, beaches, marshes, and buildings along the eastern and western shores of Tomales Bay
- The water distribution pipe underneath Shoreline Highway and Sir Francis Drake
- Boulevard serving many Inverness residents
- Intertidal rocky lands in Muir Beach and Duxbury Reef in Bolinas
- Fire service facilities and tsunami evacuation routes in Stinson Beach
- Recreational facilities at Dillon Beach Resort and Lawson's Landing
- Blufftop buildings in Muir Beach, Bolinas, and Dillon Beach may be vulnerable to accelerated erosion

Medium Term (thirty years):

- Olema-Bolinas Road, which is the only road to Downtown Bolinas
- Additional buildings and streets in downtown Bolinas, including the historic district
- Bolinas Public Utilities District lift station at the end of Wharf Road
- Shoreline Highway in Pt. Reyes Station and East Shore, and Sir Francis Drake Blvd. in Inverness
- Along the east shore of Tomales Bay, homes on piers over the water are particularly vulnerable

Long Term (seventy years):

- Shoreline Highway along the East Shore

- Buildings in Inverness west of Sir Francis Drake Blvd
- Downtown Bolinas up to Brighton Road, including the market, library, community center, gas station, museum, and other valued places

Along the bay shoreline, in the near-term timeframe, tidal flooding at 10 inches of sea level rise could reach 5,000 acres, 1,300 parcels, and 700 buildings, potentially impacting tens of thousands of residents, employees, and visitors. With an additional 100-year storm surge, the previously impacted acres, parcels, and buildings could face tidal and storm surge flooding. An additional 3,000 acres, 2,500 parcels, and 3,800 buildings could anticipate storm surge flooding across the Marin County OA. Eight miles of road could expect tidal flooding. Smaller public and private and marinas and boat launches along the bay in Strawberry, Bel Marin Keys, and Black Point could be flooded out and unusable. Storm surges can be powerful enough to damage and sink boats, including those belonging to the Southern Marin Fire Protection. Most concerning, however, is the potential inability of emergency professionals and vehicles to access people in or through flooded areas.

In this medium-term timeframe, tidal flooding at 20 inches of sea level rise could reach nearly 7,000 acres, 3,000 parcels, and 2,000 buildings in the Marin County OA, potentially impacting even more residents, employees, and visitors than in the near-term. With an additional 100-year storm surge, the previously impacted acres, parcels, and buildings could face tidal and storm surge flooding, and an additional 7,000 acres, 2,200 parcels, and 3,600 buildings in the Marin County OA could anticipate storm surge flooding. Most levees south of Novato are not designed to withstand this level of flooding and could be overtopped.

Eighteen miles of roadway, ten more miles than in the near-term, could expect tidal flooding. Many of the impacted roads are the same as those impacted in the near-term, though much greater lengths could anticipate tidal flooding and flooding depths would increase. Storm surge flooding could reach a total of 44 additional miles of roadway. Water travel could experience similar outcomes as in the near-term, though the highest high tides and storms surges would cause even more damage than weathered twenty years earlier.

Pipelines under vulnerable roads, and lateral pipes to vulnerable properties, would become squeezed between rising groundwater and the confining roadway. This could cause pipes to bend and break and could even damage roadways. In the medium-term, impacts to the North Marin Water District service area would impact water service in Bel Marin Keys and unincorporated area around Novato. Vulnerable substations, electrical transmission towers and lines, and underground natural gas pipelines along the shoreline would be compromised by flooding and subsidence. Disruptions or failures in this network could also have far reaching impacts in transportation, sanitary service, stormwater management facilities, food storage, communications, and general public safety.

In the long-term timeframe, tidal flooding at 60 inches of sea level rise could reach nearly 7,000 acres, 8,000 parcels, and 9,000 buildings in the Marin County OA, potentially impacting hundreds of thousands of residents, employees, and visitors. In the long-term scenario, storm surge flooding could occur on nearly 13,500 acres hosting 12,600 parcels with 12,000 buildings in the Marin County OA, potentially impacting 200,000 residents, thousands of employees, and several million visitors.

One-hundred miles of public and private roadways in the Marin County OA could be vulnerable to tidal exposure. Roads could degrade more quickly, or if flood waters are deep enough, become impassable. Lane miles could be more than double this figure. An additional 30 miles of roadway could be vulnerable at 60 inches of sea level rise and a 100-year storm surge. Moreover, several park and rides, several hundred bus stops, and bus transit and SMART rail routes could flood. Breakdowns in the transportation network would have major impacts on the economy and daily life functions. In addition, significant safety hazards could cause injury or loss of life. Flooding at the Sewerage Agency of Southern Marin (SASM) and Novato Sanitary Wastewater Treatment Plants is a significant vulnerability that could arise, potentially disrupting hundreds of thousands of people.

By this time, much of the low-lying shoreline sanitary sewer and stormwater infrastructure could be flooded out. By the end of the century, sea level rise could have direct impacts to the Novato Atherton Avenue Fire Station. A few emergency shelters in Southern Marin communities could be vulnerable to tidal flooding, and several more could expect storm surge flooding and may not be available when needed most.

Beaches, estuaries, marshes, wetlands, and intertidal areas on the Marin County OA coast, including in the unincorporated area, are vulnerable to sea level rise and storms. Nearly all beaches except Dillon Beach and the federal portion of Stinson Beach, could be lost entirely in the long-term. Roughly 9,000 acres in the estuaries of Tomales Bay, Bolinas Lagoon, and Esteros Americano and San Antonio, 1,800 acres of wetlands and marshlands could be impacted to varying degrees across all of the scenarios in all of the communities. Sea level rise may push coastal habitats inland where possible, flooding tidal areas more frequently and inundating new inland areas with saltwater. The North Central California Coast and Ocean Vulnerability Assessment identified the five most vulnerable species to sea level rise as the Western snowy plover, black oystercatcher, black rail, California mussel, and red abalone.

On the bayside, the marshlands that buffer the shoreline communities from high tides and storm surges could begin to experience transitions in habitat, especially those in the Southern Marin County OA where they are typically bordered by urban development. Consequently, the waters here would get deeper and flood out the existing habitat, shifting high marsh to low marsh, low marsh to mud flat, and mud flats to open water. Without adequate light of shallow water, eelgrass beds would shrink. Collectively, these habitat shifts could have significant impacts on vulnerable species such as the salt marsh harvest mouse, Ridgway's Rail, or the long-fin smelt. A twenty-inch increase in sea level in the medium-term would continue to shrink the Southern Marin County OA, Tiburon Peninsula, and Pt. San Pedro marsh and tidal habitats.

Southern Marin County OA marshes may no longer exist by the end of the century, destroying the habitat of several shoreline birds and mammals. Northern Marin marshes would become increasingly tidally influenced, with tide water reaching US Highway 101 in Bel Marin Keys and North Novato up the Petaluma River. Typically freshwater marshes west of US Highway 101, for example, Sutton Marsh, could also expect damaging salinity impacts. Tidal marsh lands may increase in Northern Marin if they are not prevented from migrating inland. Approximately 1,358 acres on 30 agricultural parcels could be vulnerable to sea level rise and storm conditions. Another 3,000 acres are public agency lands near Bel Marin Keys, Hamilton Field, and the Novato Sanitary District that are leased for agricultural use. Higher high tides could push brackish conditions inland, reducing grazing, manure spreading, and cultivation area.

Loss of or compromised emergency services could be more devastating to communities with higher populations that fall into certain demographic categories. Communities with higher populations that fall into these categories include Marin City and the canal neighborhoods in the unincorporated area around the City of San Rafael. Marin County OA populations that are most vulnerable to the effects of sea level rise include:

- Low-income households
- Households in poverty

Climate Change and Future Development Considerations

The two major causes of global sea level rise are thermal expansion of warming oceans and the melting of land-based glaciers and polar ice caps. Climate change is affecting natural and built systems around the world, including the California coast. In the past century, average global temperature has increased about 1.4°F, and average global sea level has increased 7 to 8 inches. Sea level rise in the San Francisco Bay Area is projected to increase by eight inches MHW in 2050 and could reach 4.5 to eight feet by 2021 if greenhouse gas emissions aren't reduced[4].

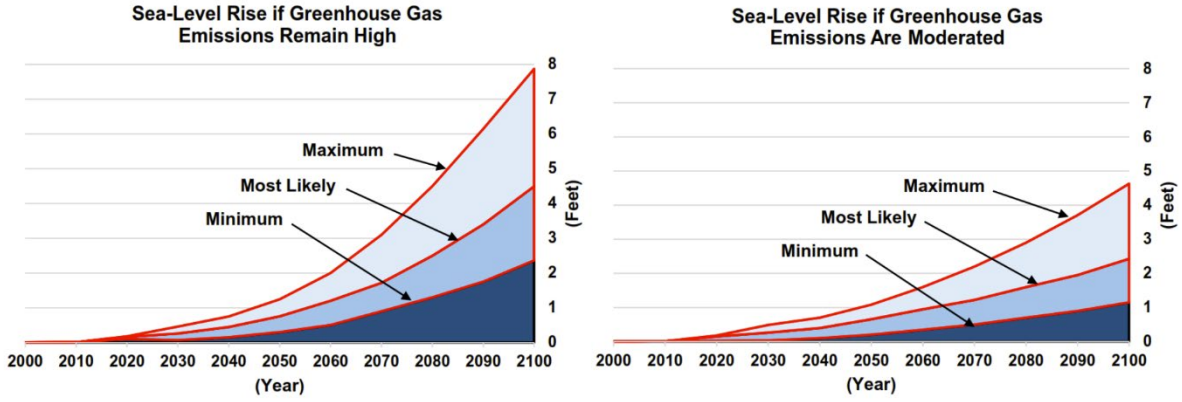


Figure 3.131: Projections of Sea Level Rise in the San Francisco Bay Area, 2000-2100
Source: 2019–2020 Marin County Civil Grand Jury, Climate Change: How Will Marin Adapt?

While the Marin County OA shoreline already experiences regular erosion, flooding, and significant storm events, sea level rise will exacerbate these natural processes, leading to significant social, environmental, and economic impacts. The third National Climate Assessment cites strong evidence that the cost of doing nothing exceeds the costs associated with adapting to sea level rise by 4 to 10 times. Sea level rise will continue to affect the Marin County OA with increased tidal flooding and storm surge during severe weather events, and future along the Marin County OA shoreline will only amplify these impacts. Sea level can also lead to increased land subsidence and the potential of levee failure. The impacts of a tsunami would also be magnified with rising seas. Future development in the coastal areas of Marin County will put more people and property at risk from flooding as a result of sea level rise. Roads and utility infrastructure across the Marin County OA will continue to become inundated.

[4] 2017 Marin Shoreline Sea Level Rise Vulnerability Assessment. https://www.marincounty.org/-/media/files/departments/cd/planning/slr/baywave/vulnerability-assessment-final/final_allpages_bvbconsulting_reduced.pdf?la=en

3.3.9 SEVERE WEATHER – EXTREME HEAT

Extreme heat is defined as temperatures that hover 10 degrees or more above the average high temperature for the region and last for several weeks. A heat wave is an extended period of extreme heat, often with high humidity. When relative humidity is factored in, the temperature can feel much hotter as reflected in the Heat Index (see Figure 3.132):

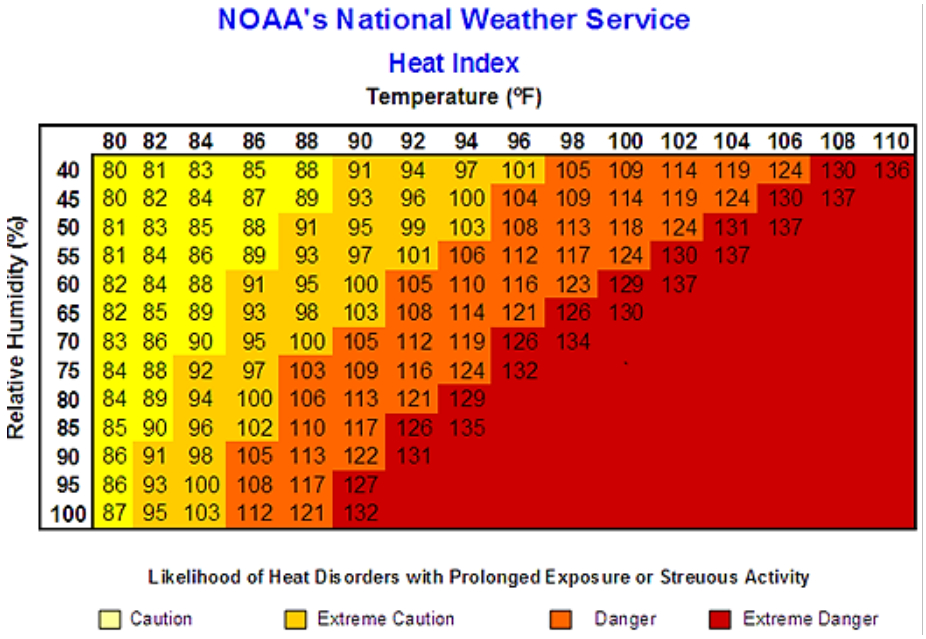


Figure 3.132: Heat Index
Source: NOAA

Heat kills by taxing the human body beyond its abilities. In a normal year, about 1,300 Americans succumb to the demands of summer heat. Heat is the leading weather-related cause of mortalities in the US. In 2006, California reported a high of 204 heat related deaths, with 98 reported in 2017 and 93 deaths reported in 2018.

Location and Previous Occurrences

Extreme heat has the potential to impact all areas of the Marin County OA, though more predominantly in the lower elevations further away from the coast. In the unincorporated area this includes the Tamalpais Valley, Kentwood, Lucas Valley-Marinwood and Santa Venetia areas. Communities along the Pacific Ocean and Tomales Bay including Muir Beach, Stinson Beach, Bolinas, Inverness and Point Reyes Station tend to have cooler temperatures due to the ocean and bay breezes.

In the 40-year period from 1936 through 1975, nearly 20,000 people were killed in the United States by the effects of heat and solar radiation. In the heat wave of 1980, more than 1,250 people died. According to the 2018 California State Hazard Mitigation Plan, the worst single heat wave event in California occurred in Southern California in 1955, when an eight-day heat wave resulted in 946 deaths.

Impacts

Heat waves do not strike victims immediately, but rather their cumulative effects slowly take the lives of vulnerable populations. Heat waves do not cause damage or elicit the immediate

response of floods, fires, earthquakes, or other more "typical" disaster scenarios. While heat waves are obviously less dramatic, they are potentially more deadly. Heat emergencies are often slower to develop, taking several days of continuous, oppressive heat before a significant or quantifiable impact is seen. Heat waves do not strike victims immediately, but rather their cumulative effects slowly take the lives of vulnerable populations. Sickness can occur if someone has been in extreme heat for too long, or has over-exercised for his or her age or physical condition. Extreme heat can be more dangerous for older people, the very young, and people who are sick or overweight. See Figure 3.133 for a description of possible heat disorders by heat index level.

Heat Index	Category	Possible heat disorders for people in high risk groups
130°F or higher	Extreme Danger	Heatstroke risk extremely high with continued exposure.
105° - 129° F	Danger	Sunstroke, Heat Cramps and Heat Exhaustion likely, Heatstroke possible with prolonged exposure and/or physical activity.
90° - 105° F	Extreme Caution	Sunstroke, Heat Cramps and Heat Exhaustion possible with prolonged exposure and/or physical activity.
80° - 90°F	Caution	Fatigue possible with prolonged exposure and/or physical activity.

Figure 3.133: Heat Disorders by Heat Index Level
Source: National Weather Service (NWS)

Rural buildings without electricity, some mobile homes, or older homes that have not been retrofitted for AC, can become susceptible to extreme heat effects. The OA may open cooling centers as a result of heat or prolonged period of hot temperatures. When combined with low humidity, extreme heat can contribute to the start and spread of wildfires.

The NWS will issue a Heat Advisory, Watch, or Warning when the Heat Index is expected to have a significant impact on public safety. The expected severity of the heat determines whether advisories or warnings are issued. A common guideline for the issuance of excessive heat alerts is when the maximum daytime high is expected to equal or exceed 105°F and a nighttime minimum high of 80°F or above is expected for two or more consecutive days. The NWS office in Sacramento can issue the following heat-related advisory as conditions warrant.

Heat Advisory means that temperatures of at least 100°F or Heat Index values of at least 105°F are expected. Consider postponing or rescheduling any strenuous outdoor activities. If you must be outside, be sure to drink plenty of water and take frequent breaks in the shade. The young and elderly and those with medical conditions should use extra caution outdoors.

Excessive Heat Watch means that Heat Index values are expected to reach or exceed 110°F and not fall below 75°F for at least a 48 hour period. Plan to suspend all major daytime outdoor activities if a warning is issued. If you do not have air conditioning, locate the nearest cooling shelter or discuss staying with nearby family or friends who have A/C.

Excessive Heat Warning means that Heat Index values are expected to reach or exceed 110°F and not fall below 75°F for at least a 48-hour period, beginning in the next 24 hours. A warning may also be issued for extended periods with afternoon heat index values of 105°F-110°F. Refrain from outdoor activities of any nature during the warmest time of the day. Drink plenty of water and

take frequent breaks if you must be outside. Stay indoors in an air-conditioned building as much as possible. Check on elderly family members if they are living alone.

Extent and Probability

The frequency, intensity, and duration of extreme heat events and heat waves are expected to rise as a result of climate change, with an increased number of extreme heat days and nights, increased temperatures over extreme heat days and greater duration of extreme heat events. By the end of the century, most of the region will average six heat waves a year, with the average longest heat wave lasting ten days. Extreme heat events will also extend seasonally into spring and fall.

Table 3.16: Marin County OA Hazard Risk Assessment – Severe Weather, Extreme Heat

Jurisdiction	Probability/ Likelihood of Future Events	Geographic Extent	Magnitude/ Severity	Climate Change Influence	Significance	Risk Score
Marin County	Highly Likely	Extensive	Moderate	High	Medium	**15.00**
City of Belvedere	Highly Likely	Extensive	Moderate	High	Medium	**15.00**
Town of Corte Madera	Likely	Extensive	Weak	Medium	Low	**11.00**
Town of Fairfax	Unlikely	Significant	Weak	Medium	Low	**8.00**
City of Larkspur	Likely	Extensive	Moderate	High	Medium	**14.00**
City of Mill Valley	Likely	Extensive	Moderate	Medium	Medium	**13.00**
City of Novato	Likely	Extensive	Weak	Medium	Medium	**12.00**
Town of Ross	Likely	Significant	Moderate	Medium	Medium	**12.00**
Town of San Anselmo	Likely	Extensive	Extreme	High	High	**17.00**
City of San Rafael	Likely	Extensive	Moderate	High	Low	**13.00**
City of Sausalito	Unlikely	Negligible	Weak	Low	Low	**5.00**
Town of Tiburon	Highly Likely	Extensive	Moderate	High	Medium	**15.00**
Bolinas Public Utility District	Unlikely	Extensive	Weak	Low	Low	**8.00**

Las Gallinas Valley Sanitary District	Highly Likely	Negligible	Weak	High	Low	**10.00**
North Marin Water District	Likely	Extensive	Weak	Medium	Medium	**12.00**
Southern Marin Fire District	Likely	Significant	Moderate	High	High	**14.00**

Table 3.16: Marin County OA Hazard Risk Assessment – Severe Weather, Extreme Heat
Source: Profiled Jurisdictions and Districts

Vulnerability

Extreme heat can affect a range of key infrastructure from energy systems, water and wastewater treatment systems, the operation of government buildings, and public transit. While higher summer temperatures increase electricity demand for cooling, at the same time, they also can lower the ability of transmission lines to carry power, possibly leading to electricity reliability issues during heat waves. Increased temperatures also impact the efficiency of solar power infrastructure by increasing the surface temperature of solar panels, which reduces the voltage that panels can generate and thereby lowers efficiency. Although warmer winters will reduce the need for heating, modeling suggests that total U.S. energy use will increase in a warmer future. Extreme heat can also increase the risk of other types of disasters and exacerbate the urban heat island effect. Heat can exacerbate drought, and hot dry conditions can in turn create wildfire conditions. In cities, buildings, roads and infrastructure can be heated to 50 to 90 degrees hotter than the air while natural surfaces remain closer to air temperatures. The heat island effect is most intense during the day, but the slow release of heat from the infrastructure overnight (or an atmospheric heat island) can keep cities much hotter than surrounding areas. People who are required to work outside during extreme heat are especially vulnerable to the effects of extreme heat. In California , between 2000-2017, 15,996 workers experienced heat related illness (Risk factors for occupational heat-related illness among California workers, 2000-2017 - PubMed (nih.gov). Animals, including livestock, poultry, and domestic pets are susceptible to extreme heat. For example, dogs and cats are in danger of heat stroke in temperatures of 110°F. The heat wave of 2006 resulted in more than 25,000 cattle, 700,000 fowl, and 15 reported heat-related pet deaths in California. Heat wave impacts on livestock and poultry can lead to financial losses in agriculture.

High temperature can be felt throughout the Marin County OA, though the lower elevations of the County are more vulnerable to higher temperatures than the higher elevations. People who live in the more urban areas of the County can be at greater risk to heat because concrete and asphalt store heat for longer and release it throughout the night. High temperatures can cause brownouts and increase the susceptibility of people to the effects of heat. Though crops in the Marin County OA are adaptable to heat, they can become vulnerable to prolonged periods of high temperatures.

Northern Marin County (roughly north of Point Reyes, Nicasio, and Lucas Valley-Marinwood to the northern County line) is likely to see greater increases in annual average maximum temperatures due to climate change at a faster rate than southern portions of the County. While

climate change induced extreme heat events will impact County residents in the future, extreme heat effects will be less severe in the County relative to other areas of the state, including the Central Valley, that already experience higher temperatures and more extreme heat events. In terms of overall level of impact to County residents and infrastructure, extreme heat due to climate change will be less of a concern compared to flooding, sea level rise, wildfire, and landslides, debris flows, and post-fire debris flows in most cases. However, extreme heat will have a relatively greater impact on certain populations. Marin County OA populations most vulnerable to the effects of extreme heat include:

- Low-income households
- Households in poverty
- Persons without access to transportation or telecommunications
- Low-resources racial or ethnic minorities
- Outdoor workers
- Healthcare workers, first responders, and protective service occupations
- Houseless population
- Children
- Persons with disabilities
- Persons with chronic health problems
- Senior community members

In extreme temperatures, air quality is also affected. Hot and sunny days can increase ozone levels, which in turn affects Nitrogen Oxides Control levels. In addition, greater use of heating and cooling of indoor spaces requires more electricity and, depending on the electricity source, can emit more of other types of pollution, including particulates. These increases in ozone and particulate matter can pose serious risks to people, particularly the same vulnerable groups directly impacted by heat mentioned above.

Climate Change and Future Development Considerations

The primary effect of climate change is warmer average temperatures. The annual average daily high temperatures in California are expected to rise by 2.7°F by 2040, 5.8°F by 2070, and 8.8°F by 2100 compared to observed and modeled historical conditions[5]. At the current rate, annual average temperatures in the Marin County region and Bay Area will likely increase by approximately 4.4 degrees by 2050 and 7.2 degree by the end of the century unless significant efforts are made to reduce greenhouse emotions according to California's latest climate change assessment.

[5] California Adaptation Planning Guide

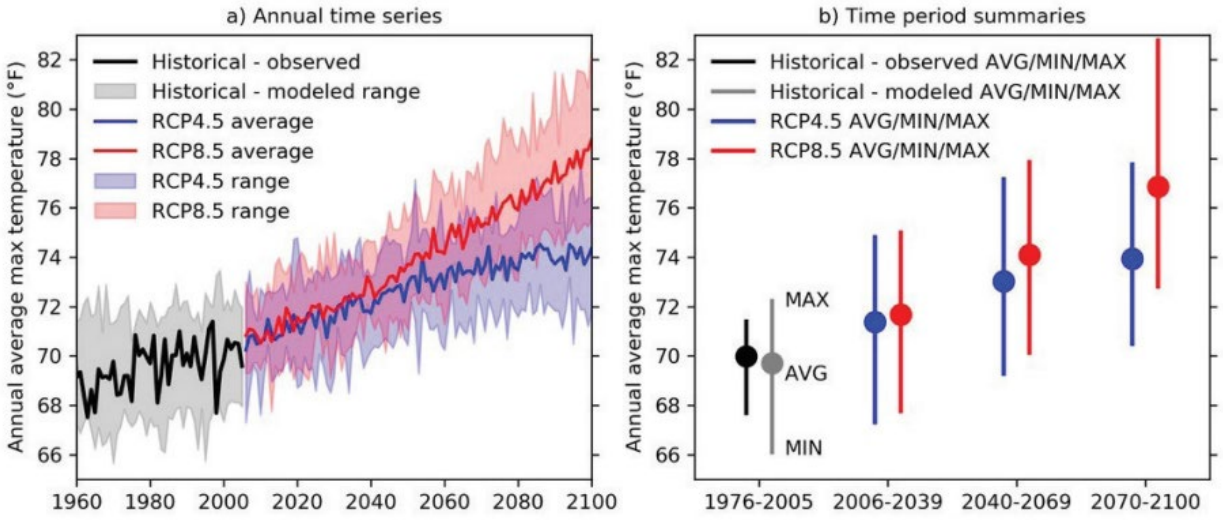


Figure 3.134: Annual Average Temperatures in the San Francisco Bay Area, 2000-2100
Source: California Climate Change Assessment (Fourth Edition)

As climate change accelerates in the 21st century, it is anticipated that extreme heat events will become more frequent and intense across the Marin County OA. There will be increased residential and business needs for cooling and addressing heat-related issues. Heat waves also tax the energy grid. Future development in the Marin County OA could exacerbate the impacts from heat related events, particularly in electricity provision and water delivery. Increased temperatures will also lead to an increase in the occurrence and severity of wildfires across the Marin County OA as conditions become hotter and drier. Future development near the many open spaces around Marin Couty could expose more people and infrastructure to the threat of a major wildfire as a result of increasing temperatures.

3.3.10 Severe Weather – High Wind/Tornado

High Wind

High wind is defined as a one-minute average of surface winds 40 miles per hour or greater lasting for one hour or longer, or winds gusting to 58 miles per hour or greater regardless of duration that are either expected or observed over land. These winds may occur as part of a seasonal climate pattern or in relation to other severe weather events such as thunderstorms. The Beaufort scale is an empirical measure that relates wind speed to observed conditions on land and is a common measure of wind intensity (see Figure 3.135).

Beaufort number	Description	Wind speed		Land conditions
		kts	km/h	
0	Calm	< 1	< 1	Calm. Smoke rises vertically.
1	Light air	1 – 2	1 – 5	Wind motion visible in smoke.
2	Light breeze	3 – 6	6 – 11	Wind felt on exposed skin. Leaves rustle.
3	Gentle breeze	7 – 10	12 – 19	Leaves and smaller twigs in constant motion.
4	Moderate breeze	11 – 15	20 – 28	Dust and loose paper raised. Small branches begin to move.
5	Fresh breeze	16 – 20	29 – 38	Branches of a moderate size move. Small trees begin to sway.
6	Strong breeze	21 – 26	39 – 49	Large branches in motion. Whistling heard in overhead wires. Umbrella use becomes difficult. Empty plastic garbage cans tip over.
7	High wind, Moderate gale, Near gale	27 – 33	50 – 61	Whole trees in motion. Effort needed to walk against the wind. Swaying of skyscrapers may be felt, especially by people on upper floors.
8	Gale, Fresh gale	34 – 40	62 – 74	Some twigs broken from trees. Cars veer on road. Progress on foot is seriously impeded.
9	Strong gale	41 – 47	75 – 88	Some branches break off trees, and some small trees blow over. Construction/temporary signs and barricades blow over. Damage to circus tents and canopies.
10	Storm, Whole gale	48 – 55	89 – 102	Trees are broken off or uprooted, saplings bent and deformed. Poorly attached asphalt shingles and shingles in poor condition peel off roofs.
11	Violent storm	56 – 63	103 – 117	Widespread vegetation damage. Many roofing surfaces are damaged; asphalt tiles that have curled up and/or fractured due to age may break away completely.
12	Hurricane	≥ 64	≥ 118	Very widespread damage to vegetation. Some windows may break; mobile homes and poorly constructed sheds and barns are damaged. Debris may be hurled about.

Figure 3.135: Beaufort Wind Scale
Source: NOAA

Windstorms in the Marin County OA are typically straight-line winds. Straight-line winds are generally any thunderstorm wind that is not associated with rotation (i.e., is not a tornado). It is these winds, which can exceed 100 mph, which represent the most common type of severe weather and are responsible for most wind damage related to thunderstorms.

Location and Previous Occurrences

The entire Marin County OA, including the unincorporated area, is susceptible to storms and damage from wind. The coastal and mountainous areas are particularly susceptible to wind, although wind has caused damages throughout the county. High winds often occur with the onset of atmospheric river events. Figure 3.136 shows wind zones for the United States. The

Special Wind Region is an area of higher wind occurrence, primarily where down-slope mountain wind occurs.

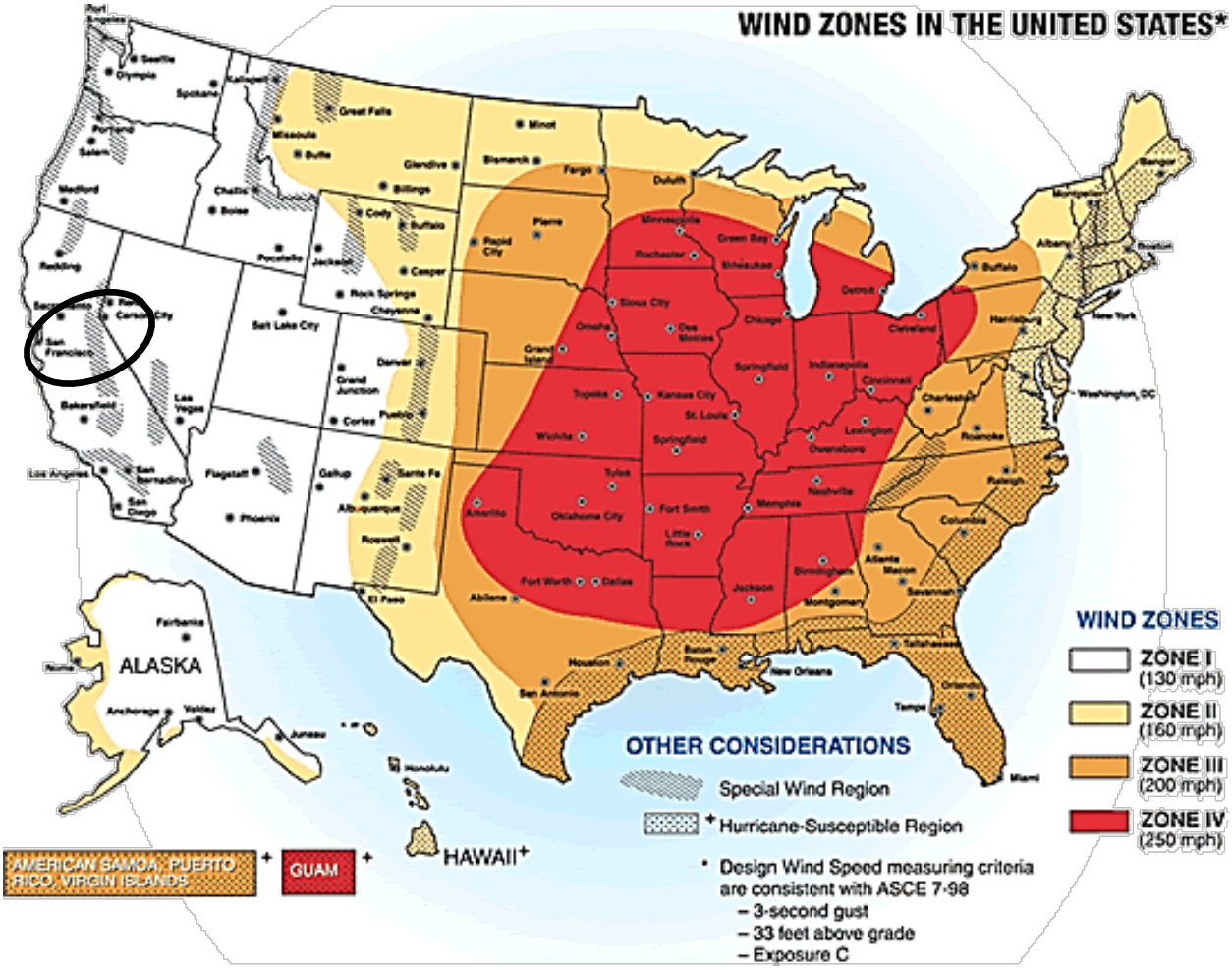


Figure 3.136: Wind Zones in the US
Source: FEMA

The National Climatic Data Center (NCDC) provides a listing of all the high wind events to affect Marin County since 1950. Most high wind events occur between November and March.

12/27/2006 - One person died when gusty winds knocked a tree into a home in Lagunitas. More than 50 trees toppled in Point Reyes National Seashore, including a 150-foot Douglas fir that slammed into the picnic area at the Bear Valley Visitor Center in Olema. Winds in the National Seashore were estimated between 80-100 mph. Manaka's Inverness Lodge burned to the ground in a fire triggered by a falling tree.

1/19/2010 - High winds brought an 18-inch diameter tree and power lines down along Lucas Valley Road about one-half mile east of Nicasio Valley Road blocking both lanes of traffic.

1/20/2010 - Strong winds and saturated soil combined to knock over a 50-foot Douglas fir tree along Turnagain Road in Kentfield.

10/24/2010 – A tree knocked down a power line when it fell in Inverness Park near the intersection of Portola Avenue and Vallejo Avenue.

2/15/2011 – High winds knocked down more than a dozen power poles across Marin County.

1/21/2012 – High winds caused over 4,000 homes to lose power across Marin County.

2/6/2015 – High winds blew multiple trees down onto Bear Valley Road near Inverness, closing the road in both directions.

2017 - In Inverness, the boulevard was closed at Pierce Point Road because of fallen trees. Nicasio Valley Road was closed between Sir Francis Drake Boulevard and Lucas Valley Road while crews removed fallen trees.

1/2023 – In Bolinas, extreme high winds estimated at close to 100 mph knocked down numerous trees across Mesa Road, closing the road several times, causing power outages and, in one case, injury.

Impacts

Straight-line winds may exacerbate existing weather conditions by increasing the effect on temperature and decreasing visibility due to the movement of particulate matters through the air, as in dust and snow storms. The winds may also exacerbate fire conditions by drying out the ground cover, propelling fuel around the region, and increasing the ferocity of exiting fires. These winds may cause personal injury, damage crops, push automobiles off roads, damage roofs and structures, overturn mobile homes, tear roofs off of houses, topple trees, snap power lines, shatter windows, sandblast paint from cars, and cause secondary damage due to flying debris. Other associated hazards include utility outages, arcing power lines, debris blocking streets, dust storms, and an occasional structure fire. Due to the wildfire threat posed by trees falling or leaning on power lines as a result of high winds and other conditions, Pacific Gas and Electric began initiating Public Safety Power shutoffs (PSPS) events after the 2017 Northern California Wildfires and the 2018 Camp Fire (see wildfire profile) in order to prevent the start of wildfires. These PSPS events can have numerous impacts on residents who rely on electricity for cooling their homes, powering water pumps, keeping critical medical equipment operable and other needs.

In the Marin County OA, storms with strong winds knock down trees and power lines nearly every year and continue to slowly erode vulnerable coastal areas and critical inland ponds (i.e. reservoirs/dams, berms/levees around stormwater detention ponds, wastewater treatment/storage ponds). Although the entire OA is affected by wind, coastal areas tend to be impacted more frequently by the strongest winds (9+ on the Beaufort scale) than inland areas. The Marin County OA's coastal areas have small resident populations but large visiting populations, such as Muir Beach, Stinson Beach, and Bolinas that can be impacted by strong winds. Beachgoers and boaters would be particularly impacted by wind hazards. Tourism is a key part of the economy in Marin County, particularly in coastal communities, and thus there are potentially significant economic impacts of wind events. Some communities, such as Oceana Marin and Olema, rely on water and wastewater infrastructure that has potential to be impacted by coastal erosion, wind driving up wave elevations, and erosion from waves forming due to

wind over treatment and storage ponds. Inland critical ponds are also impacted by wind-driven wave erosion such as dams on drinking water reservoirs, and levees/berms containing stormwater retention and detention ponds. Across the county powerlines are potentially impacted by wind, potentially affecting commercial, industrial, and residential areas, and most years downed trees lead to temporary road closures.

Extent and Probability

The Marin County OA's most damaging wind events tend to range between 7 and 11 on the Beaufort scale, or 30 to 60 knots. These wind strengths are characterized as high wind to violent storm. Thus, most years whole trees are put in motion and the ocean heaps up and white foam and spindrift form. Slight structural damage and uprooted trees can result occasionally. Wind events and associated damages are expected to continue to occur several times per year.

Table 3.17: Marin County OA Hazard Risk Assessment – Severe Weather; Wind and Tornado

Jurisdiction	Probability/ Likelihood of Future Events	Geographic Extent	Magnitude/ Severity	Climate Change Influence	Significance	Risk Score
Marin County	Highly Likely	Extensive	Moderate	High	Medium	**15.00**
City of Belvedere	Highly Likely	Extensive	Moderate	High	Medium	**15.00**
Town of Corte Madera	Likely	Negligible	Weak	Low	Low	**7.00**
Town of Fairfax	Likely	Limited	Moderate	Medium	Medium	**11.00**
City of Larkspur	Likely	Extensive	Moderate	High	Medium	**14.00**
City of Mill Valley	Highly Likely	Significant	Moderate	High	Medium	**14.00**
City of Novato	Likely	Extensive	Weak	Medium	Medium	**12.00**
Town of Ross	Occasional	Significant	Moderate	Medium	Medium	**11.00**
Town of San Anselmo	Likely	Extensive	Extreme	High	High	**17.00**
City of San Rafael	Occasional	Extensive	Moderate	Medium	Medium	**12.00**
City of Sausalito	Likely	Significant	Moderate	Medium	Medium	**12.00**
Town of Tiburon	Highly Likely	Extensive	Moderate	High	Medium	**15.00**

Bolinas Public Utility District	Highly Likely	Extensive	Moderate	High	High	**15.00**
Las Gallinas Valley Sanitary District	Likely	Negligible	Weak	Medium	Medium	**9.00**
North Marin Water District	Likely	Extensive	Weak	Medium	Medium	**12.00**
Southern Marin Fire District	Likely	Significant	Moderate	High	Medium	**13.00**

Table 3.17: Marin County OA Hazard Risk Assessment – Severe Weather; Wind
Source: Profiled Jurisdictions and Districts

Vulnerability

Areas of the Marin County OA, including the unincorporated area – coastal, mountainous and inland valleys where there are power lines, roads, and creeks/bridges, and ponded water for infrastructure (stormwater, wastewater, drinking water purposes), are particularly vulnerable to disruption due to wind damage, as are private structures with nearby trees. Certain locations are even more susceptible to damage due to building construction and the amount of tree canopy. Trees can fall on power lines, sparking wildfires and causing power outages. Trees can also fall on people and cars. People who live in homes with large tree branches over their roofs are particularly susceptible to high winds. Mobile home parks are vulnerable to high wind due to their light frame construction. Aviation vehicles, including small airplanes, are also susceptible to high winds and potential issues can arise when they are taking off and landing. Specific building codes should be considered for construction in Special Wind Regions. The systems that are most vulnerable are those that wouldn't be able to be fully repaired quickly should there be a catastrophic failure during an extreme wind event, such as a breach of a levee or dam due to wave erosion. Some examples of vulnerable facilities include:

- Oceana Marin Force Main Pump Station is 60 feet from the edge of a coastal bluff.
- Coastal erosion rates up to 4.4 feet/year were anticipated in the Dillon Beach area (where Oceana Marin is located) according to a 2003 Cliff and Erosion Technical Background report prepared to support a Marin County Local Coastal Program update. Although only a small community would be affected by the failure, it would be a long time before the critical water supply facility could be replaced. Additionally, the community has a sewer line potentially vulnerable to coastal erosion.
- Wind driven waves could flood the Olema Domestic Water Pump Station which would cause electrical and water supply failure to 43 residents, 3 hotels, a church, and a campground.
- Stafford Dam's (earthen) upstream face is subject to wind and wave action which has been eroding the gunite and welded wire reinforcement. A catastrophic failure could lead to inundation of the City of Novato and areas of the unincorporated County around it (see the subsection on Dam Failure for vulnerability analysis).

Tornado

Tornadoes are rotating columns of air marked by a funnel-shaped downward extension of a cumulonimbus cloud whirling at destructive speeds of up to 300 mph, usually accompanying a thunderstorm. Tornadoes are the most powerful storms that exist, and damage paths can be in excess of one mile wide and 50 miles long. The Enhanced Fujita Scale (see Figure 3.137) is commonly used to rate the intensity of tornadoes in the United States based on the damages that they cause.

Enhanced Fujita Scale	
EF-0	65-85 mph winds
EF-1	86-110 mph winds
EF-2	111-135 mph winds
EF-3	136-165 mph winds
EF-4	166-200 mph winds
EF-5	>200 mph winds

Figure 3.137: Enhanced Fujita Scale
Source: NOAA

Tornadic waterspouts are tornadoes that form over water, or move from land to water. They have the same characteristics as a land tornado. They are associated with severe thunderstorms, and are often accompanied by high winds and seas, large hail, and frequent dangerous lightning.



Figure 3.138: Waterspout Formation
Source: MarineInsights

Location and Previous Occurrences

Compared to the areas east of the Rocky Mountains, tornado occurrence over the western United States is much less frequent and even more rare across the Marin County OA due to its topography. A tornado in the Marin County OA would most likely begin as an off-shore waterspout that comes ashore off the coast and transitions into a tornado over lower-lying terrain, particularly in the area of Tomales Bay. Tornadoes could also form in the low-lying northerly parts of the OA near Sonoma County.

Table 3.18: shows a map of all tornado activity in the Marin County OA since 1973.

Column Definitions: 'Mag': Magnitude, 'Dth': Deaths, 'Inj': Injuries, 'PrD': Property Damage, 'CrD': Crop Damage

Table 3.18: Tornados Activity in the Marin County OA

Location	County/Zone	St.	Date	Time	T.Z.	Type	Mag	Dth	Inj	PrD	CrD
TOMALES	MARIN CO.	CA	12/23/1996	10:00	PST	Tornado	F1	0	0	200.00K	5.00K
Totals:								0	0	200.00K	5.00K

Table 3.18: Tornado Activity in the Marin County OA
Source: NOAA

From 1950 to 2020, there has been only one recorded tornado in the Marin County OA according to the National Weather Service. An EF-1 touched down in Tomales on December 23rd, 1996. This storm began over the ocean as a waterspout that moved in land. It destroyed a large barn and 10 large eucalyptus trees, and five telephone poles. It also ripped the roof off

another house. A farmer was in the barn when it was blown over but he was not injured. There were over $200,000 in damages. At least two other waterspouts were reported as well as heavy rain and small hail in the Tomales Bay area. Larger and more destructive tornados have occurred just north of the Marin County OA in Sonoma County, including an EF 2 tornado near Petaluma in 1958 and an EF 1 tornado near Santa Rosa in 1996 that caused over $1 million in damages.

Impacts

Tornadoes can cause damage to property and loss of life. While most tornado damage is caused by violent winds, the majority of injuries and deaths generally result from flying debris. Property damage can include damage to buildings, fallen trees and power lines, broken gas lines, broken sewer and water mains, and the outbreak of fires. Agricultural crops and industries may also be damaged or destroyed. Access roads and streets may be blocked by debris, delaying necessary emergency response.

Extent and Probability

The Marin County OA would most likely experience an EF-0 or an EF-1 tornado, with little to moderate damage. The potential does exist for an EF-0 or an EF-1 tornado to cause injury and death.

While unlikely, a stronger EF-2 tornado does have the potential to occur in the Marin County OA and could cause considerable damages to buildings and infrastructure. Such a tornado could destroy mobile homes, tear roofs off well-constructed houses, shift the foundations of frame houses, and lift cars off the ground.

The probability of a tornado occurring in the Marin County OA is extremely rare.

Vulnerability

As with high winds, certain locations are more susceptible to damage due to building construction and the amount of tree canopy. Trees can fall on power lines and cause power outages and can also fall on people and cars. Power lines, transmission lines, and radio towers are all vulnerable to a direct hit from a tornado. A greater amount of property is vulnerable to damage from a tornado than a regular wind due to the higher wind speeds of tornado. Mobile home parks are vulnerable to tornadoes due to their light frame construction, as are industrial and commercial sites with loose materials. Aviation vehicles, including small airplanes, are also susceptible to tornadoes.

Climate Change and Future Development Considerations

It is anticipated that the atmospheric rivers that deliver storms to Northern California may intensify because of climate change. This increase in storm intensity may bring more intense winds and potential tornados to Northern California, including the Marin County OA. Significant wind events and tornadoes can topple trees, particularly those that may be saturated, or drought stressed as a result of climate change. An increase in fallen trees as a result of increased storms due to climate change can lead to an increase in power outages. Future development in any of the forested areas of the Marin County OA will increase the effects of severe wind events.

3.3.11 TSUNAMI

Tsunamis consist of waves generated by large disturbances of the sea floor, which are caused by volcanic eruptions, landslides or earthquakes. Shallow earthquakes along dip slip faults are more likely to be sources of tsunami than those along strike slip faults. The West Coast/Alaska Tsunami Warning Center (WC/ATWC) is responsible for tsunami warnings. Tsunamis are often incorrectly referred to as tidal waves. They are actually a series of waves that can travel at speeds averaging 450 (and up to 600) miles per hour with unusual wave heights. Tsunamis can reach the beach before warnings are issued.

Location and Previous Occurrences

Tsunamis could occur in numerous areas of the Marin County OA. The California Department of Conservation updated the tsunami hazard maps for Marin County in 2022. Figure 3.139 shows all the tsunami inundation areas of the Marin County OA.

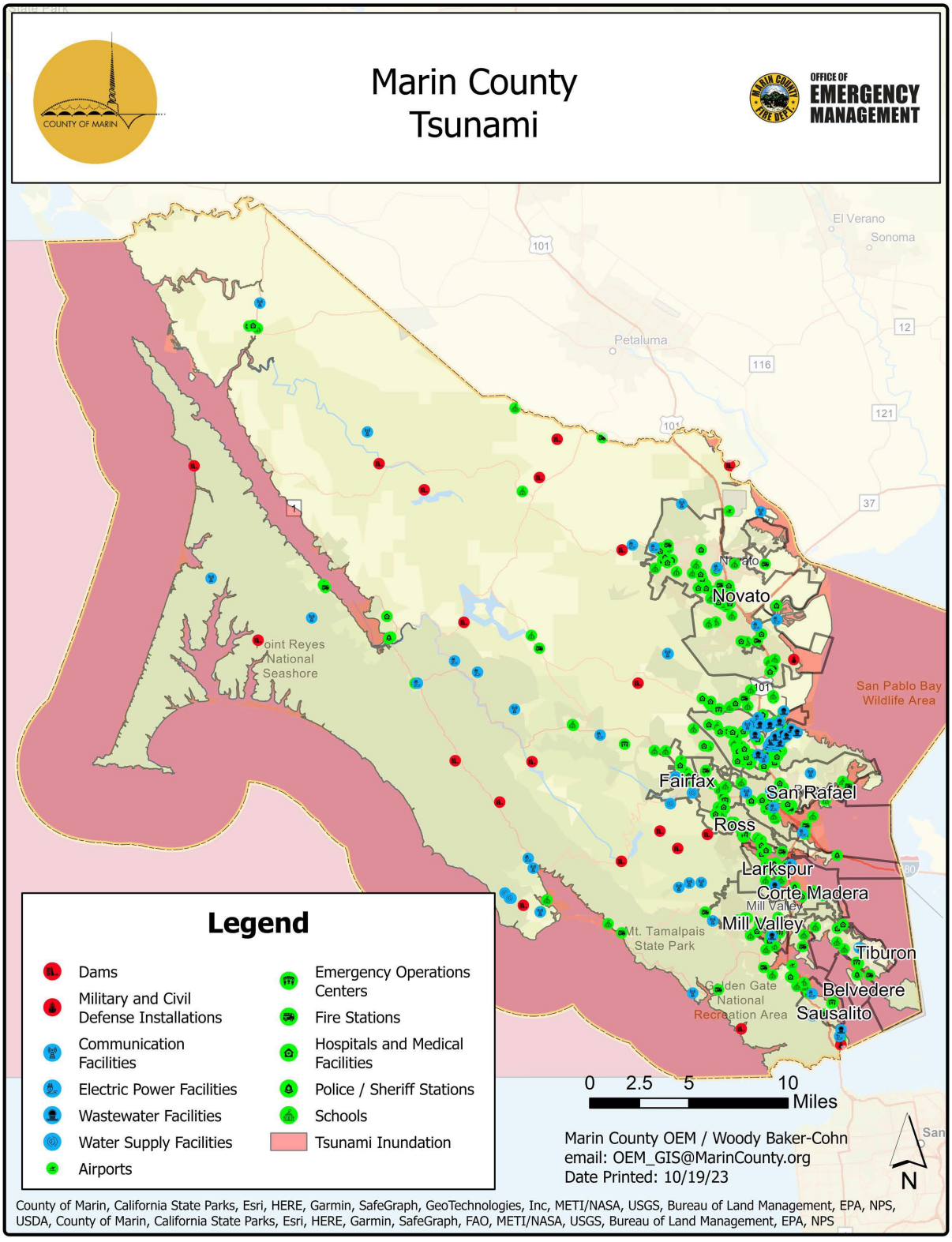


Figure 3.139: Tsunami Inundation Zones in the Marin County OA
Source: Marin County OEM

Tsunami inundation zones extend into several unincorporated communities in Marin County which are shown below.

Figures 3.140 and 3.141 show the tsunami inundation zone in and around Inverness.

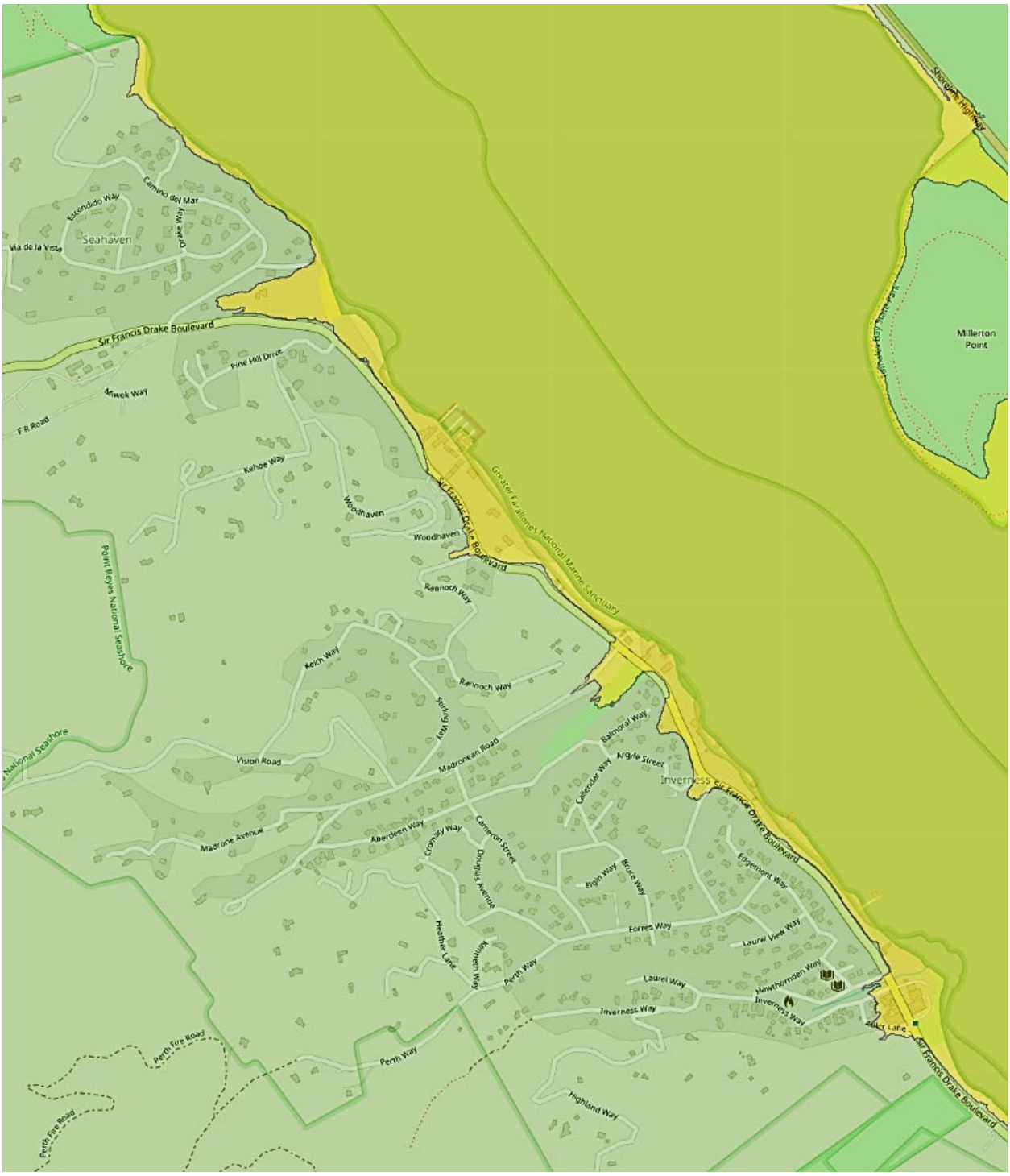


Figure 3.140: Tsunami Inundation Zone – Inverness Area
Source: California Department of Conservation, 11/27/23



Figure 3.141: Tsunami Inundation Zone – Inverness
Source: California Department of Conservation, 11/27/23

Figure 3.142 shows the tsunami inundation zone south of Inverness.

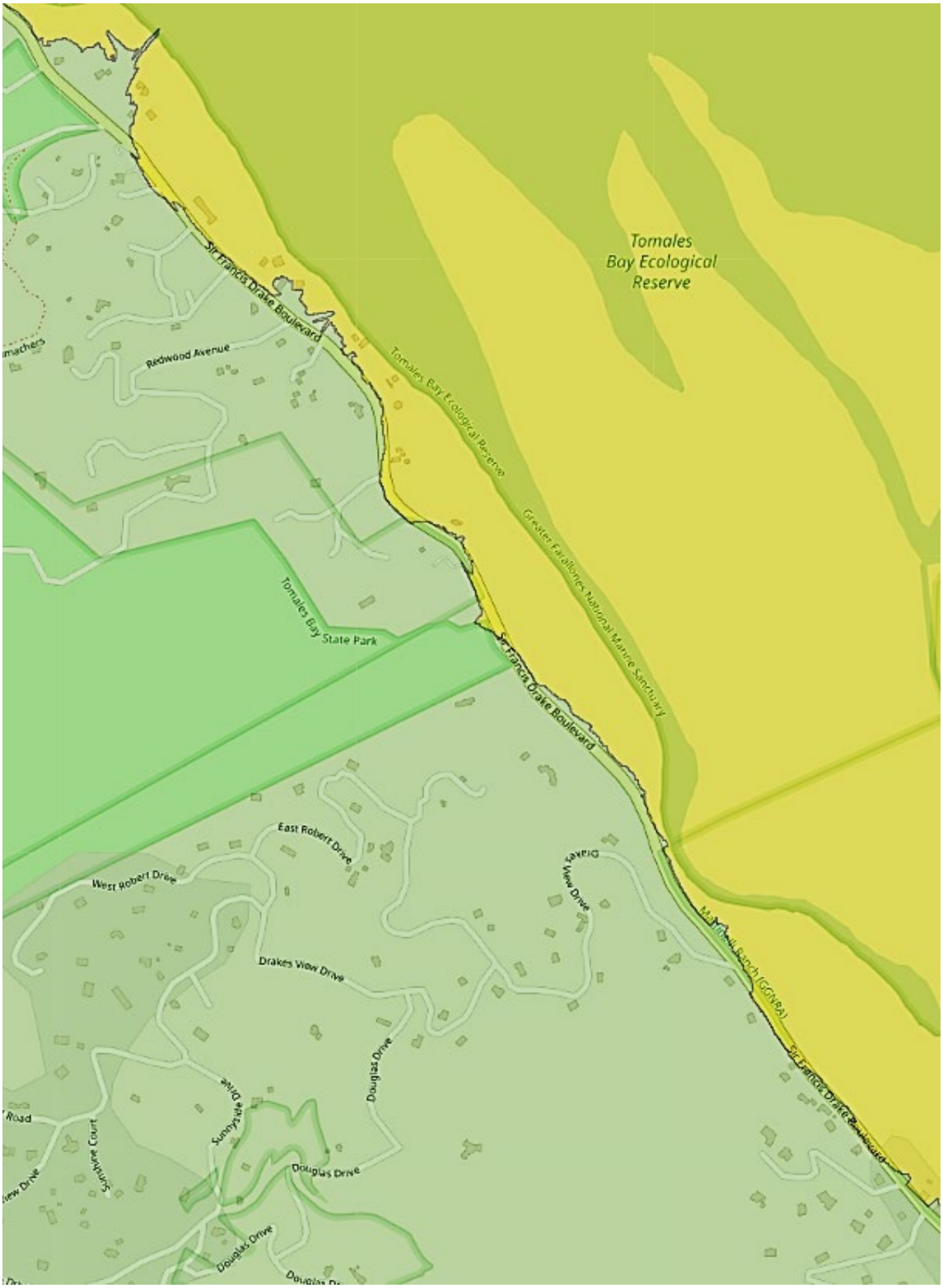


Figure 3.142: Tsunami Inundation Zone – South of Inverness
Source: California Department of Conservation, 11/27/23

Figure 1.143 shows the tsunami inundation zone around Inverness Park and Point Reyes.

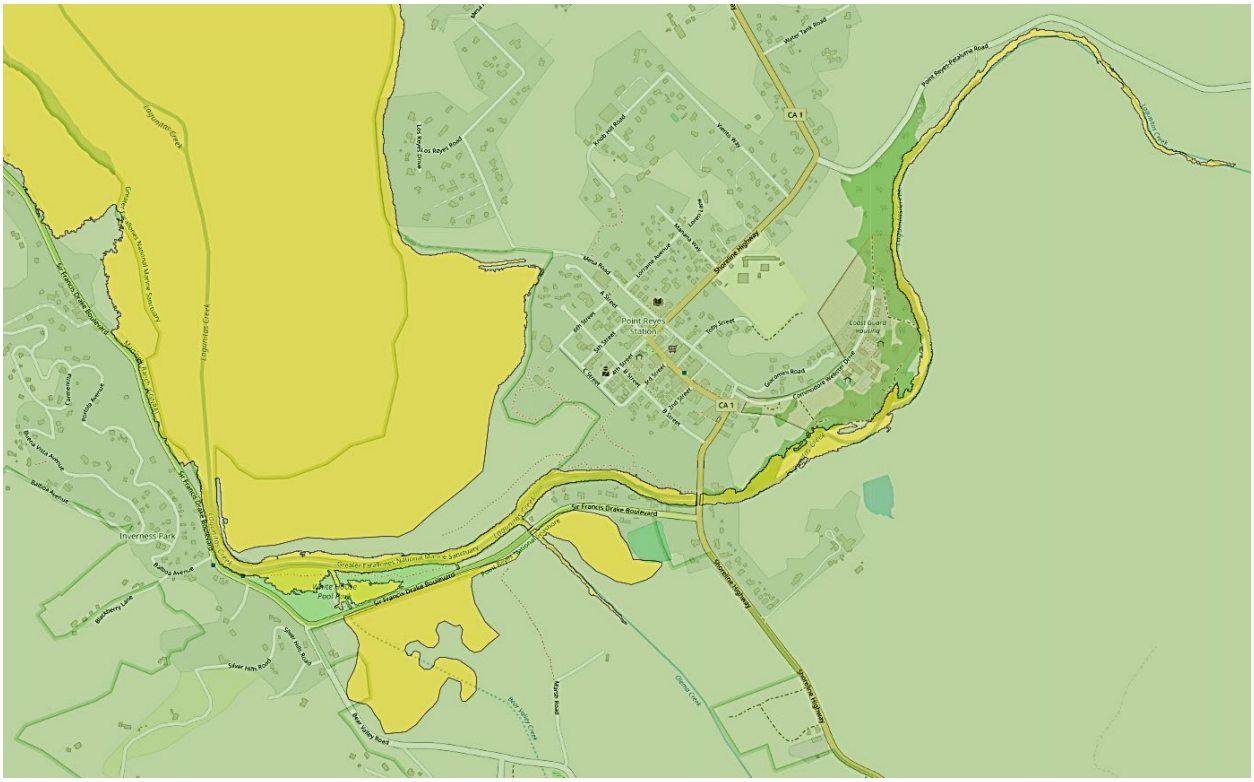


Figure 3.143: Tsunami Inundation Zone – Inverness Park and Point Reyes
Source: California Department of Conservation, 11/27/23

Figure 3.144 shows the tsunami inundation zone around Reynolds and Marshall.



Figure 3.144: Tsunami Inundation Zone – Reynolds and Marshall
Source: California Department of Conservation, 11/27/23

Figure 3.145 shows the tsunami inundation zone around McDonald and Blakes Landing.



Figure 3.145: Tsunami Inundation Zone – McDonald and Blakes Landing
Source: California Department of Conservation, 11/27/23

Figure 3.146 shows the tsunami inundation zone south of Tomales.

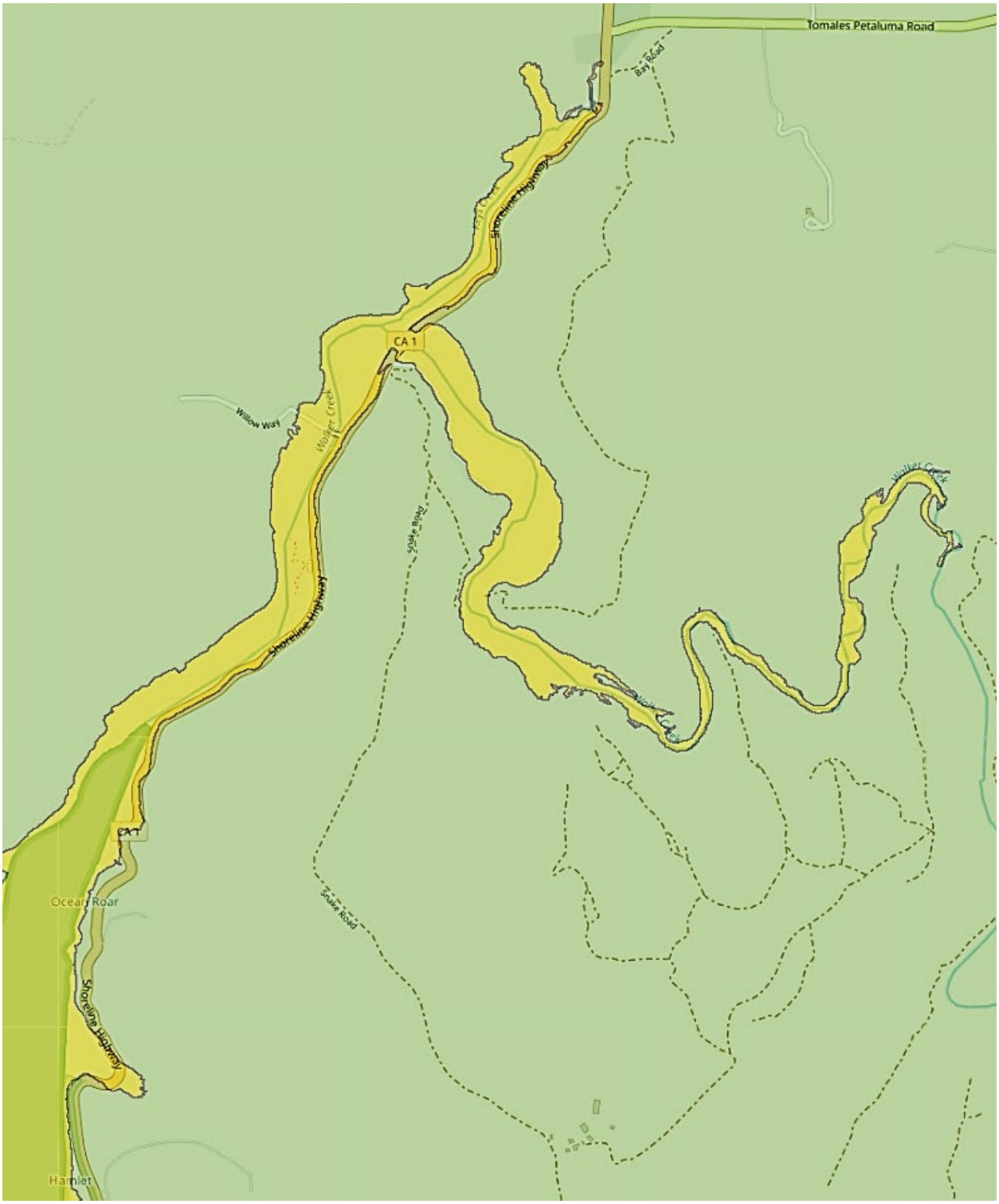


Figure 3.146: Tsunami Inundation Zone – South of Tomales
Source: California Department of Conservation, 11/27/23

Figure 3.147 and 3.148 shows the tsunami inundation zone in and around Dillon Beach.

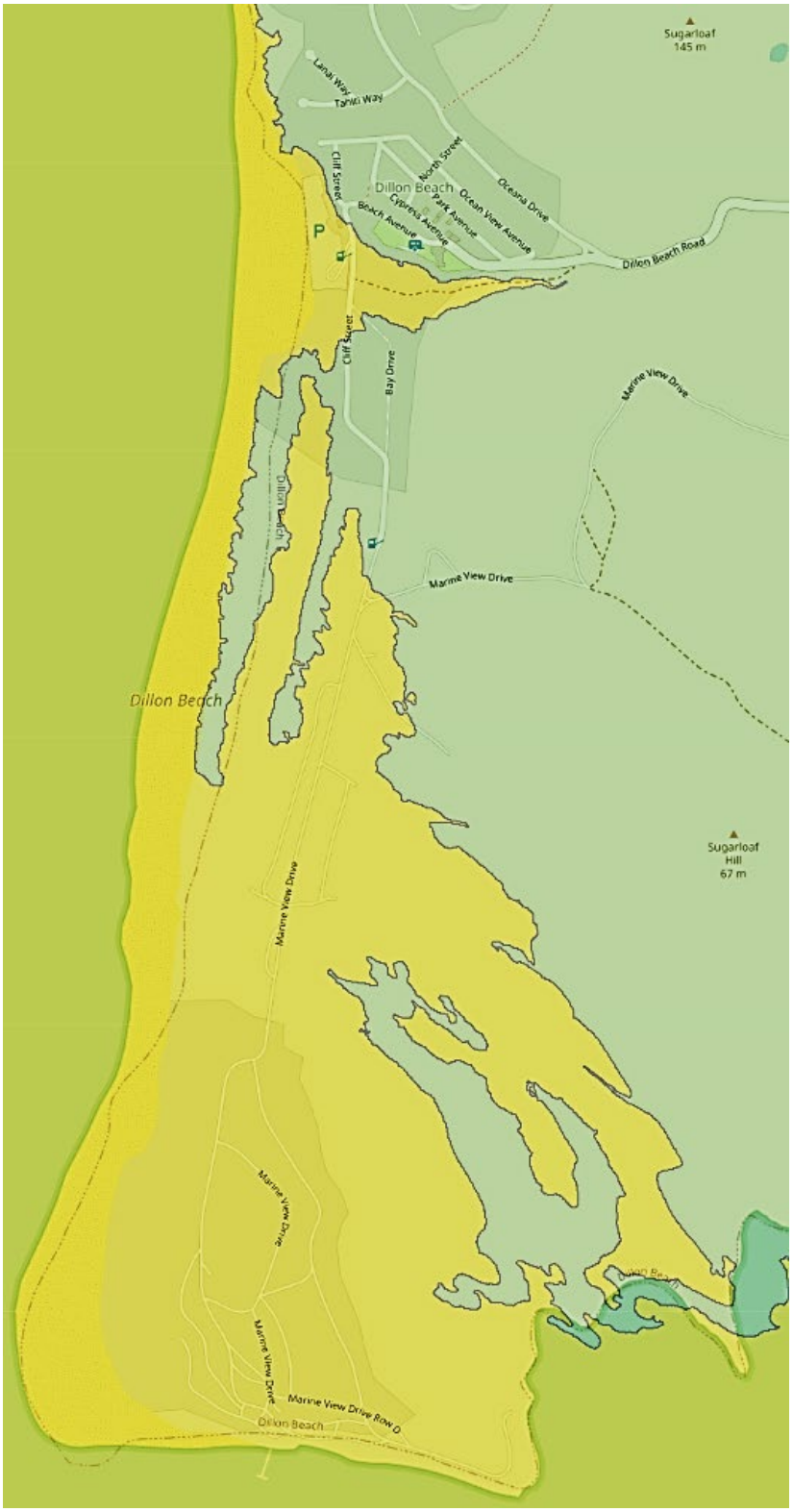


Figure 3.147: Tsunami Inundation Zone – Dillon Beach Area
Source: California Department of Conservation, 11/27/23

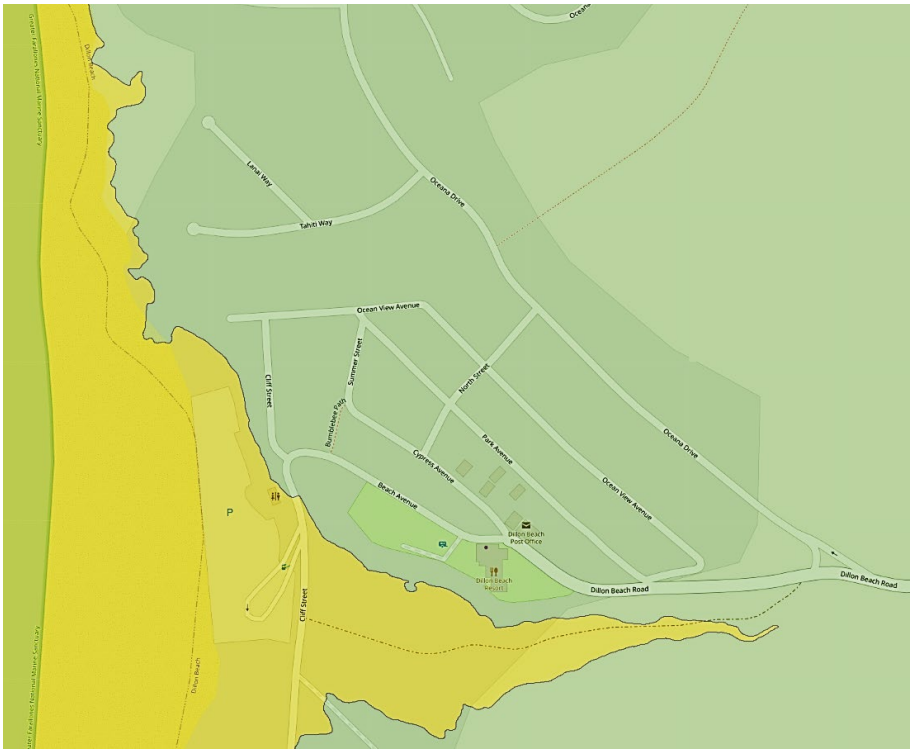


Figure 3.148: Tsunami Inundation Zone – Dillon Beach
Source: California Department of Conservation, 11/27/23

Figure 3.149 shows the tsunami inundation zone around the northern Bolinas Lagoon.



Figure 3.149: Tsunami Inundation Zone – Bolinas Lagoon North
Source: California Department of Conservation, 11/27/23

Figures 3.150, 3.151 and 3.152 shows the tsunami inundation zone in and around Bolinas.

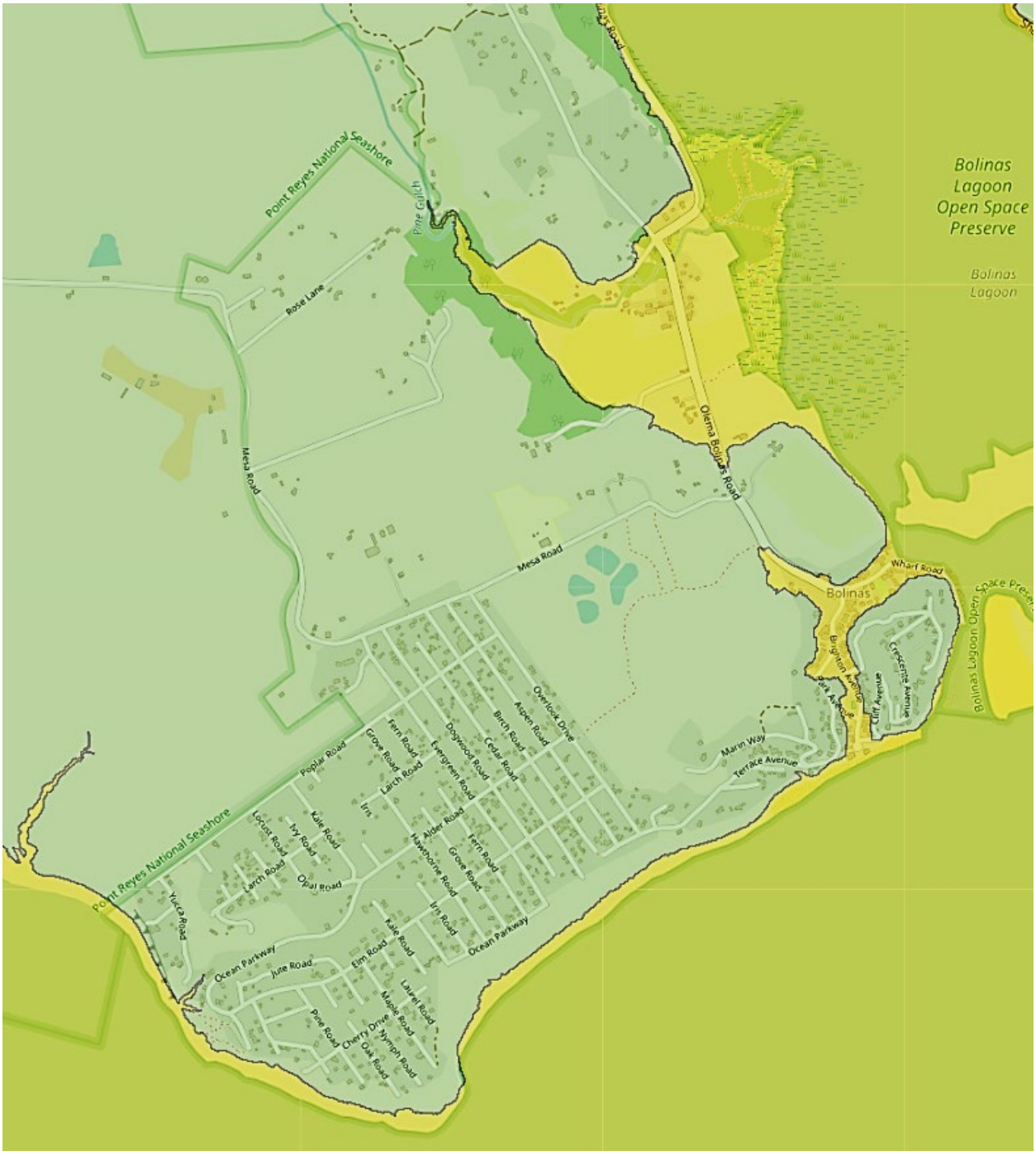


Figure 3.150: Tsunami Inundation Zone – Bolinas Area
Source: California Department of Conservation, 11/27/23



Figure 3.151: Tsunami Inundation Zone – Bolinas Core
Source: California Department of Conservation, 11/27/23



Figure 3.152: Tsunami Inundation Zone – Bolinas North
Source: California Department of Conservation, 11/27/23

Figure 3.153 and 3.154 shows the tsunami inundation zone in and around Stinson Beach.



Figure 3.153: Tsunami Inundation Zone – Stinson Beach Area
Source: California Department of Conservation, 11/27/23

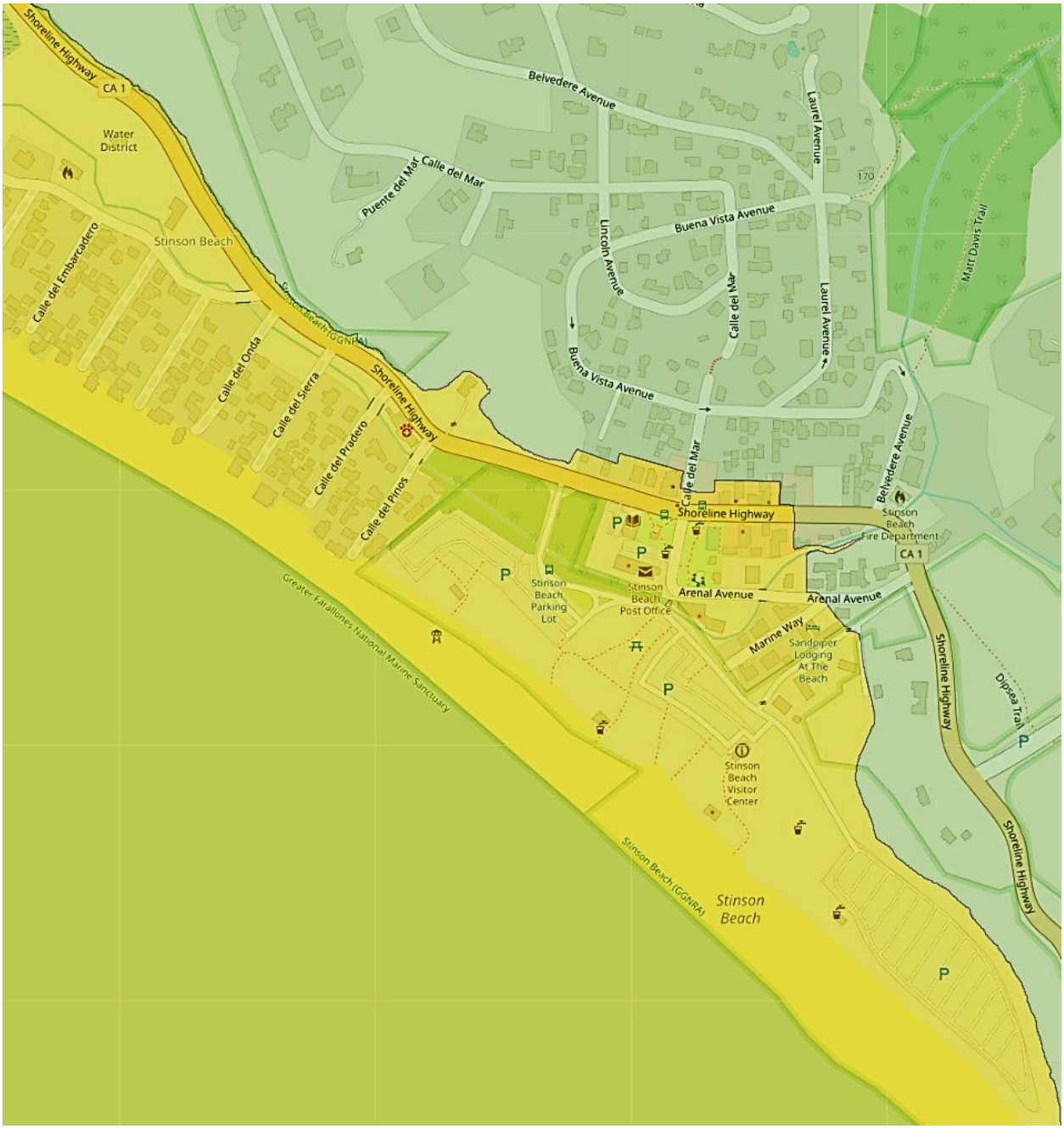


Figure 3.154: Tsunami Inundation Zone – Stinson Beach
Source: California Department of Conservation, 11/27/23

Figure 3.155 shows the tsunami inundation zone in Muir Beach.



Figure 3.155: Tsunami Inundation Zone – Muir Beach
Source: California Department of Conservation, 11/27/23

Figure 3.156 and 3.157 shows the tsunami inundation zone in Tamalpais Valley.

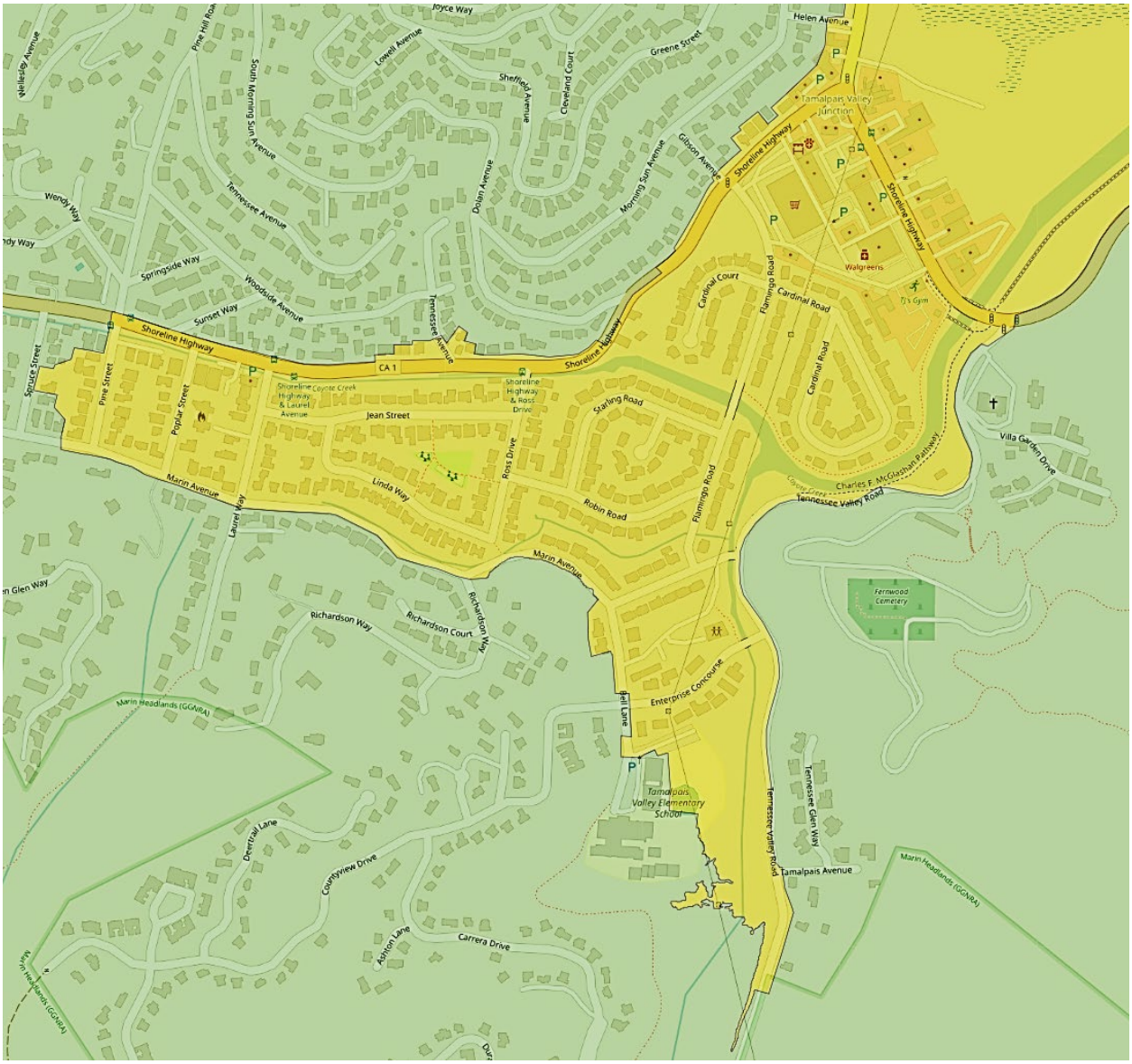


Figure 3.156: Tsunami Inundation Zone – Tamalpais Valley South
Source: California Department of Conservation, 11/27/23

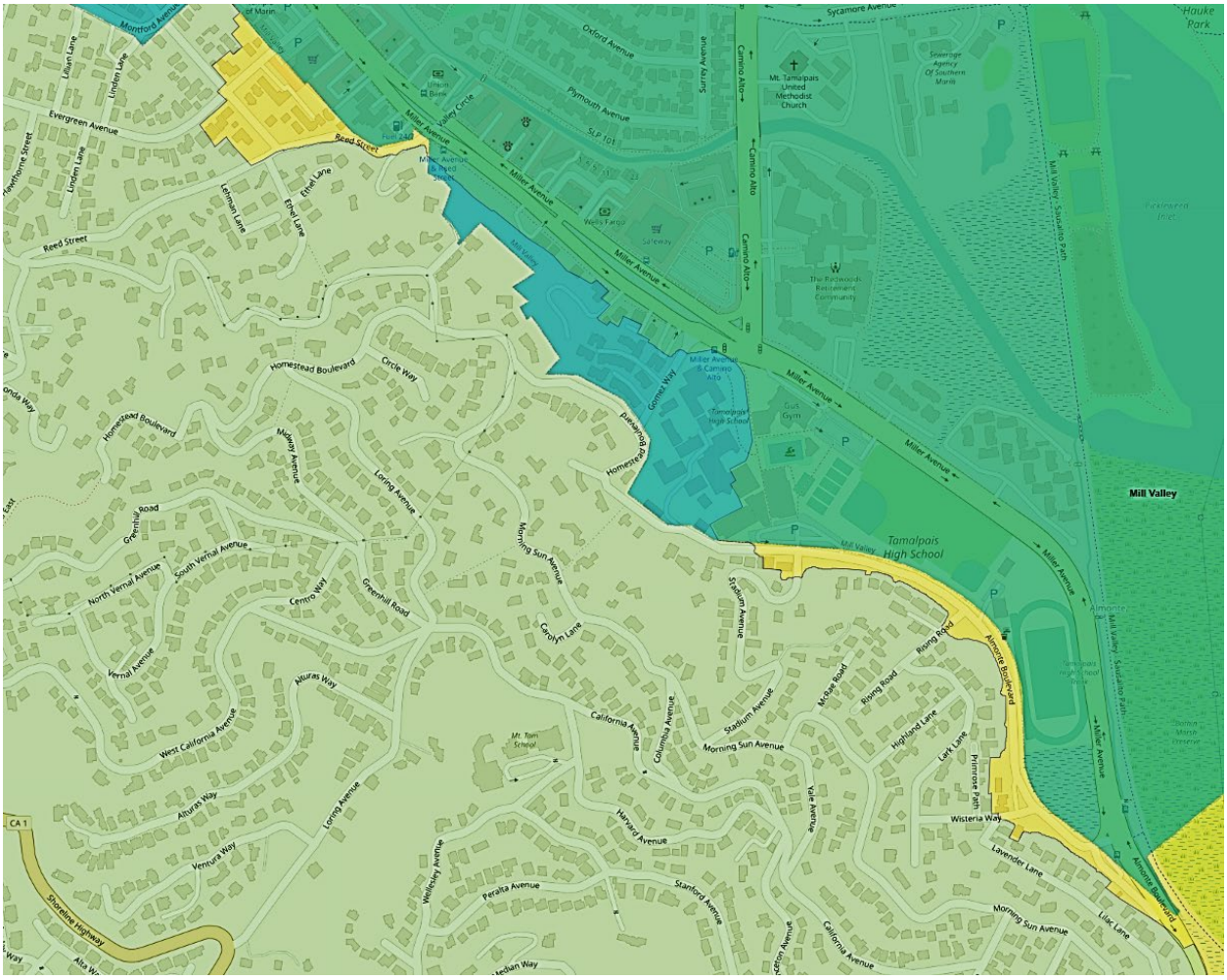


Figure 3.157: Tsunami Inundation Zone – Tamalpais Valley North
Source: California Department of Conservation, 11/27/23

Figure 3.158 shows the tsunami inundation zone in Marin City.



Figure 3.158: Tsunami Inundation Zone – Marin City
Source: California Department of Conservation, 11/27/23

Figure 3.159 shows the tsunami inundation zone in Manzanita.



Figure 3.159: Tsunami Inundation Zone – Manzanita
Source: California Department of Conservation, 11/27/23

Figure 3.160 and 3.1561 shows the tsunami inundation zone in Strawberry.

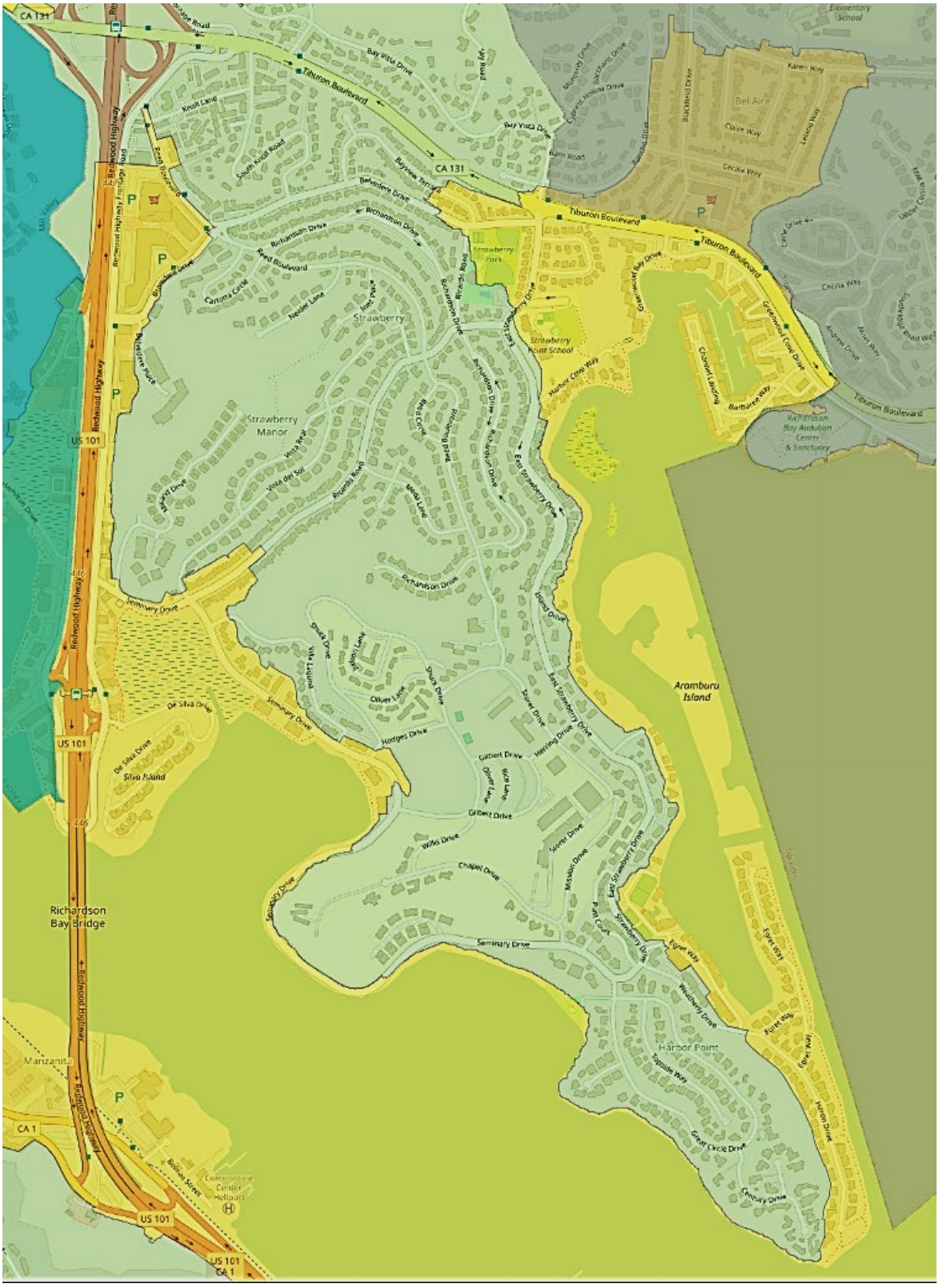


Figure 3.160: Tsunami Inundation Zone – Strawberry South
Source: California Department of Conservation, 11/27/23

Figure 3.161 shows the tsunami inundation zone in the unincorporated area of the Tiburon Peninsula.



Figure 3.161: Tsunami Inundation Zone – Unincorporated Tiburon Peninsula
Source: California Department of Conservation, 11/27/23

Figure 3.162 shows the tsunami inundation zone in Paradise Cay.

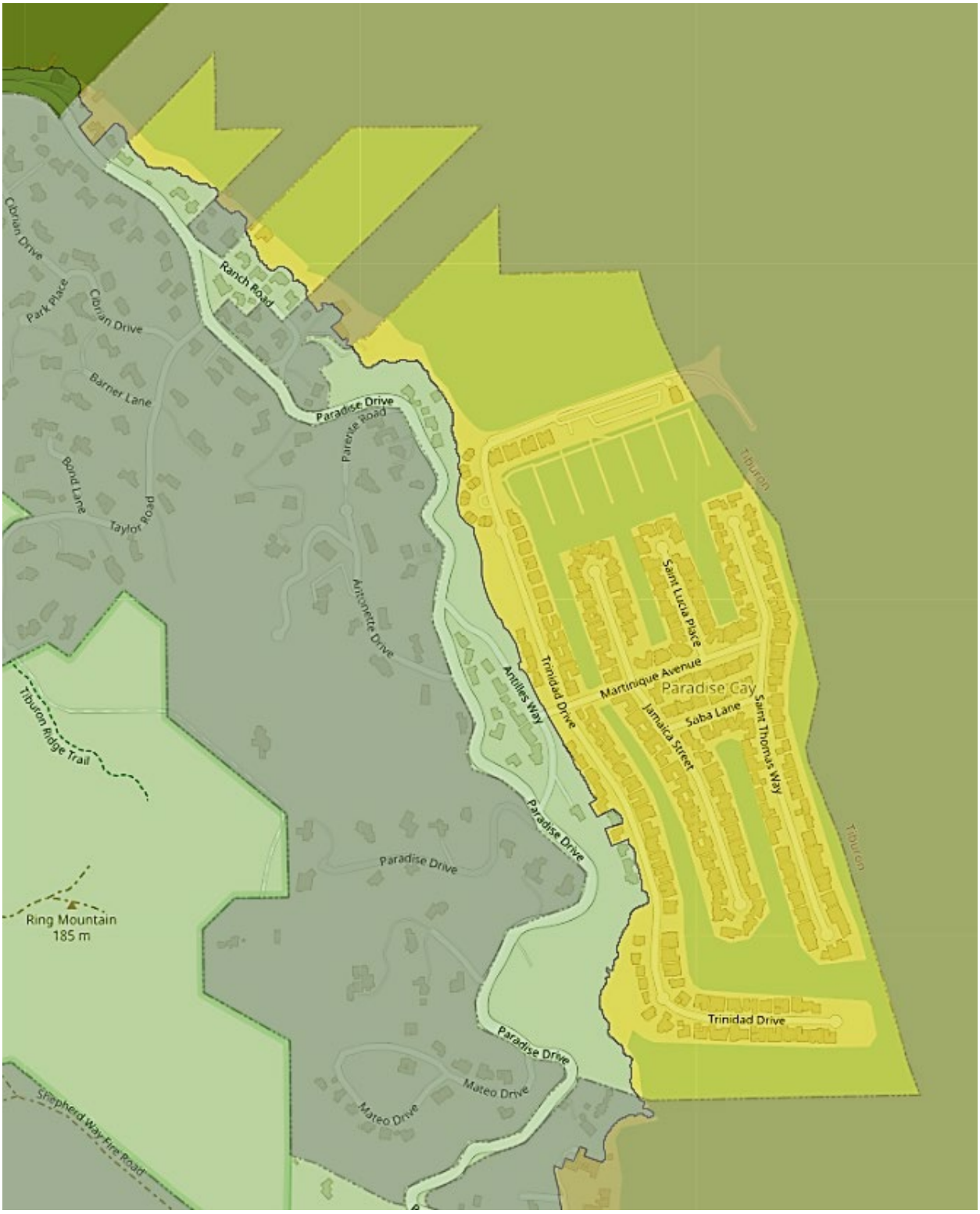


Figure 3.162: Tsunami Inundation Zone – Paradise Cay
Source: California Department of Conservation, 11/27/23

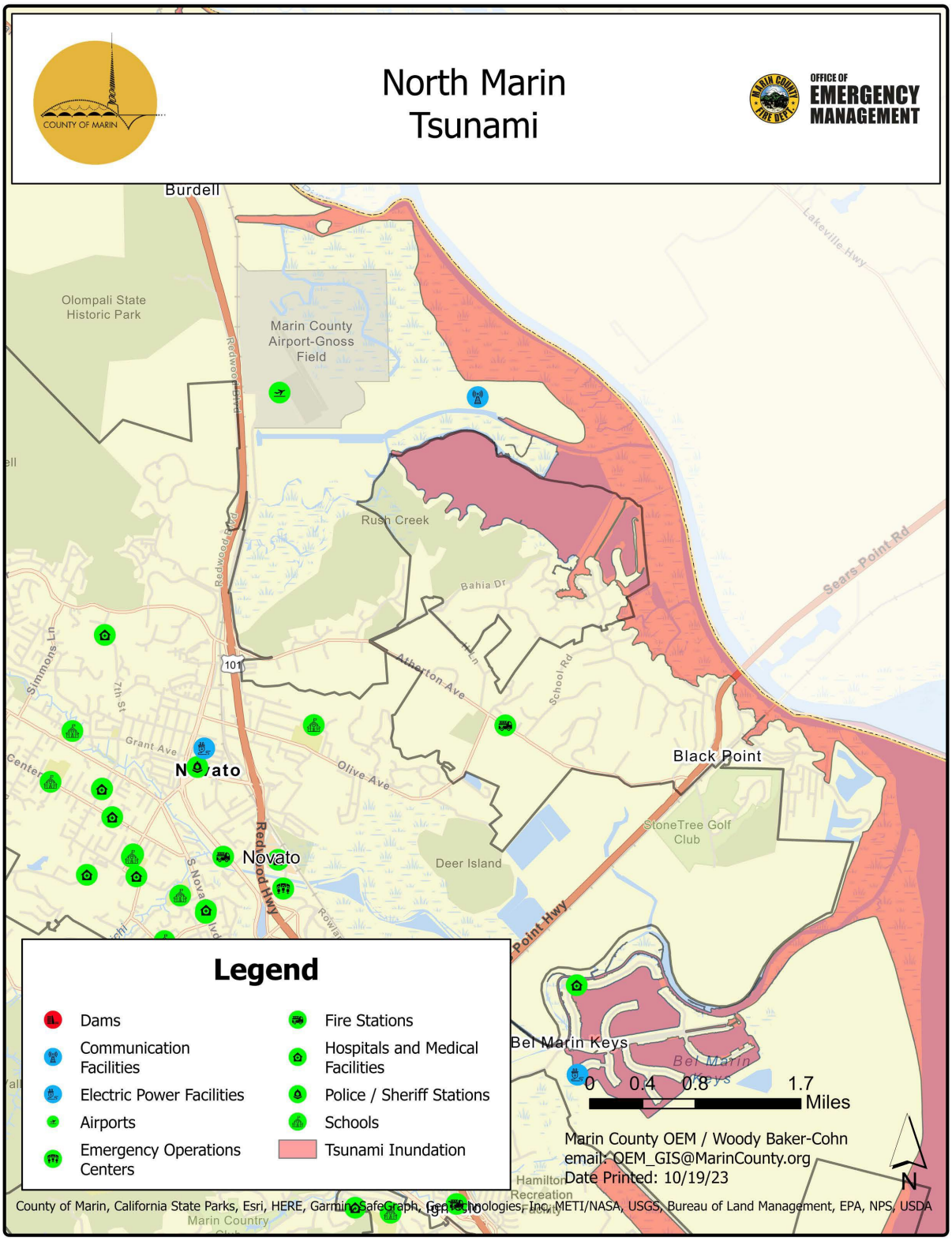


Figure 3.163: North Marin Tsunami Inundation Zones
Source: Marin County OEM

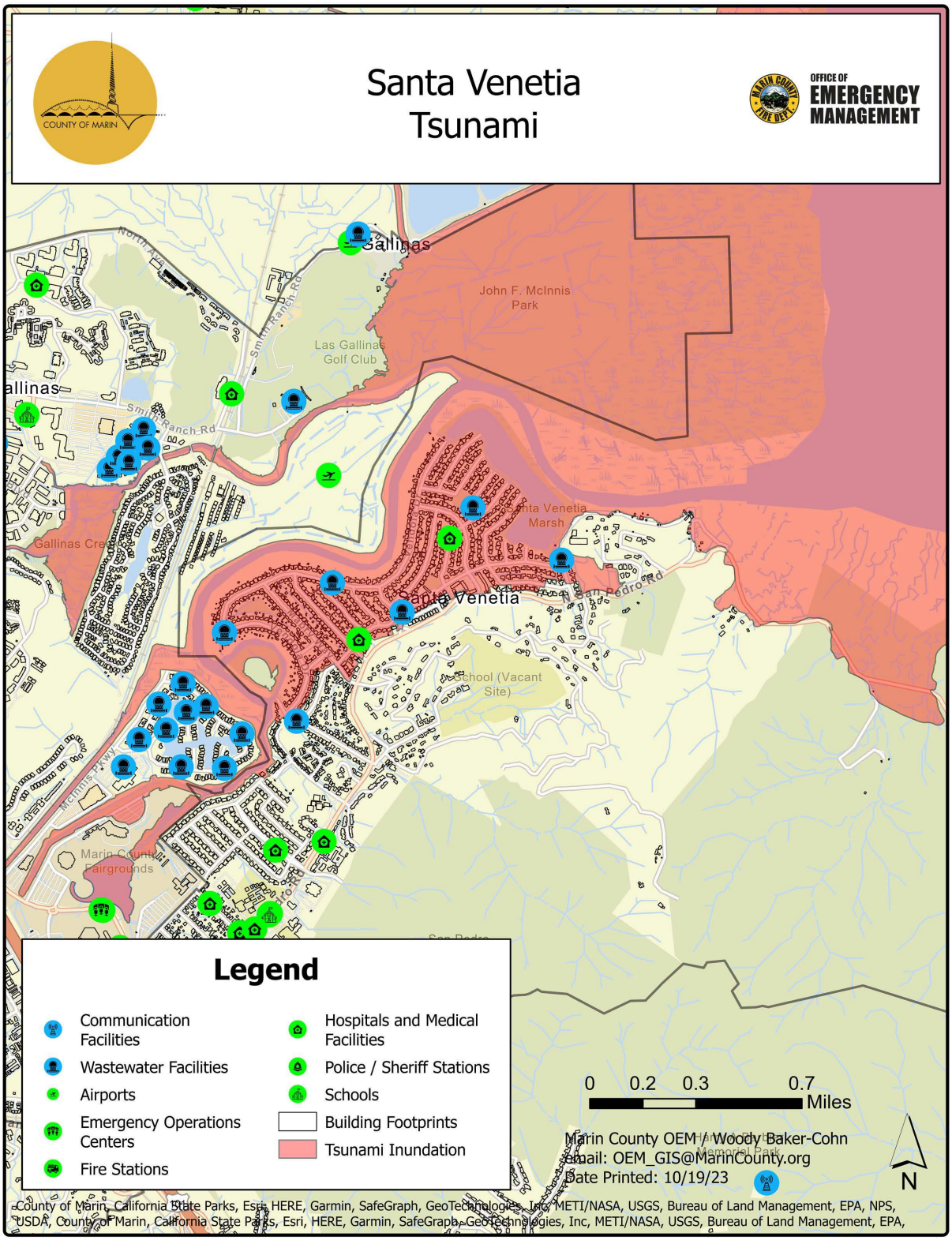


Figure 3.164: Santa Venetia Tsunami Inundation Zones
Source: Marin County OEM

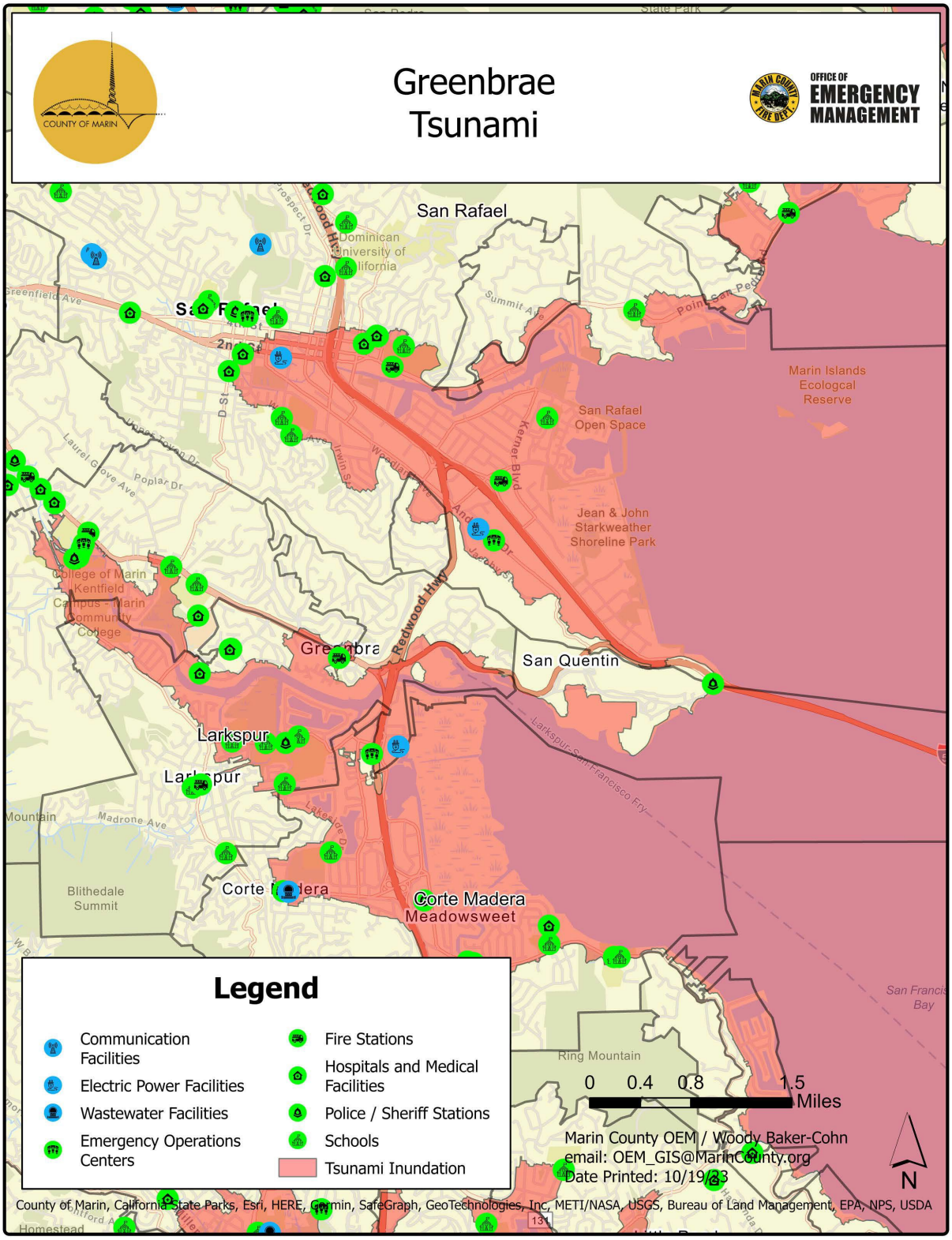


Figure 3.165: Greenbrae Tsunami Inundation Zones
Source: Marin County OEM

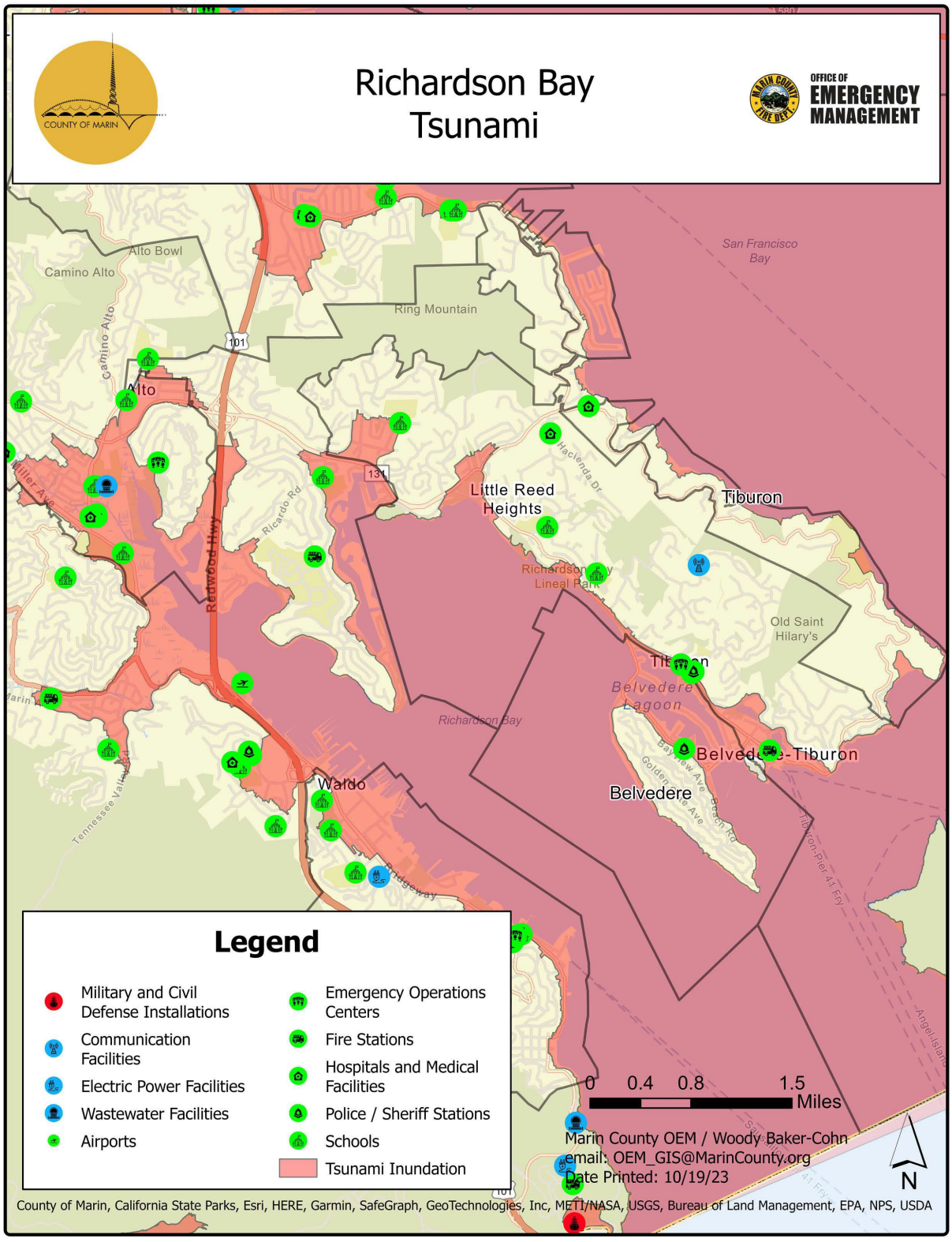


Figure 3.166: Richardson Bay Tsunami Inundation Zones
Source: Marin County OEM

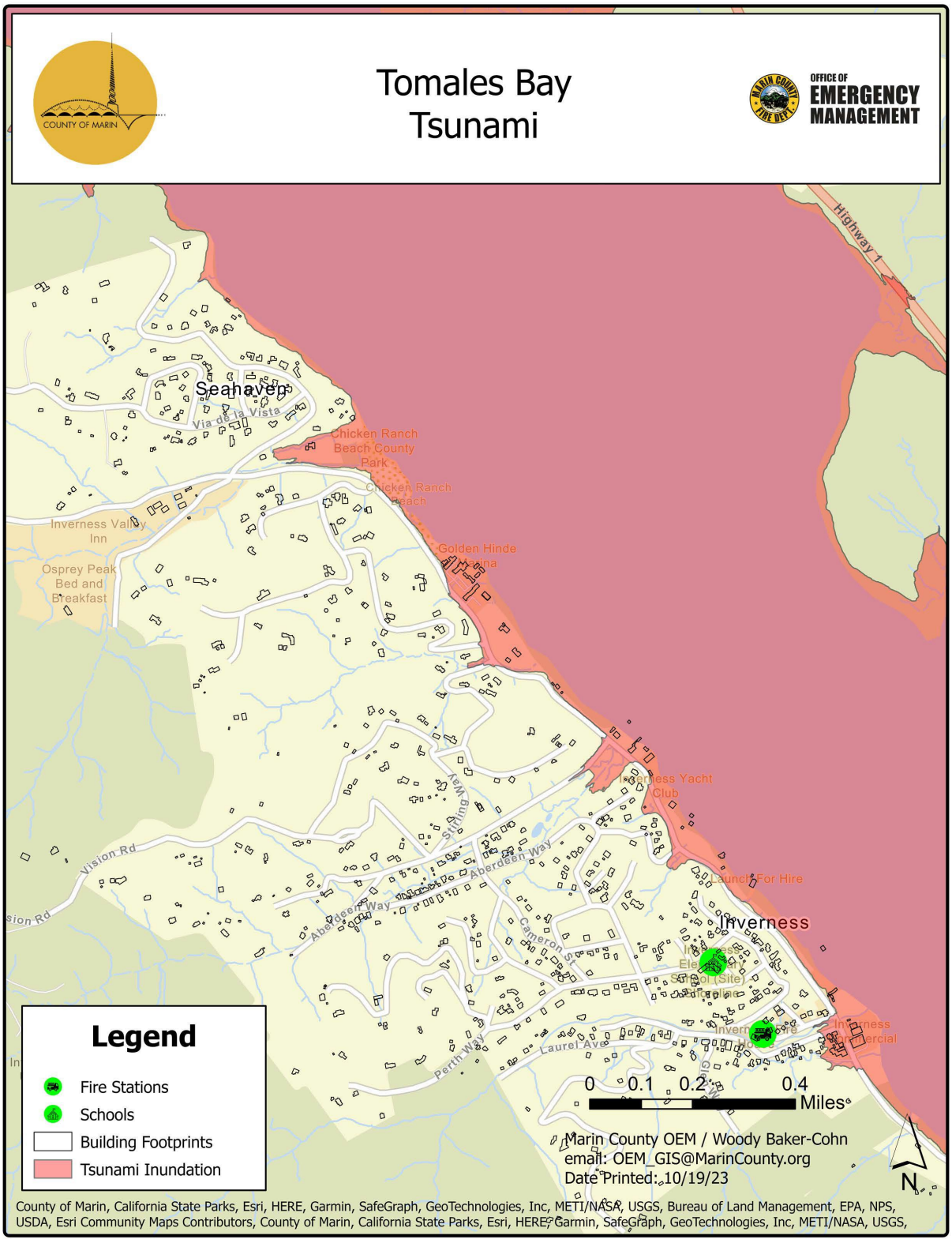


Figure 3.167: Tomales Bay Tsunami Inundation Zones
Source: Marin County OEM

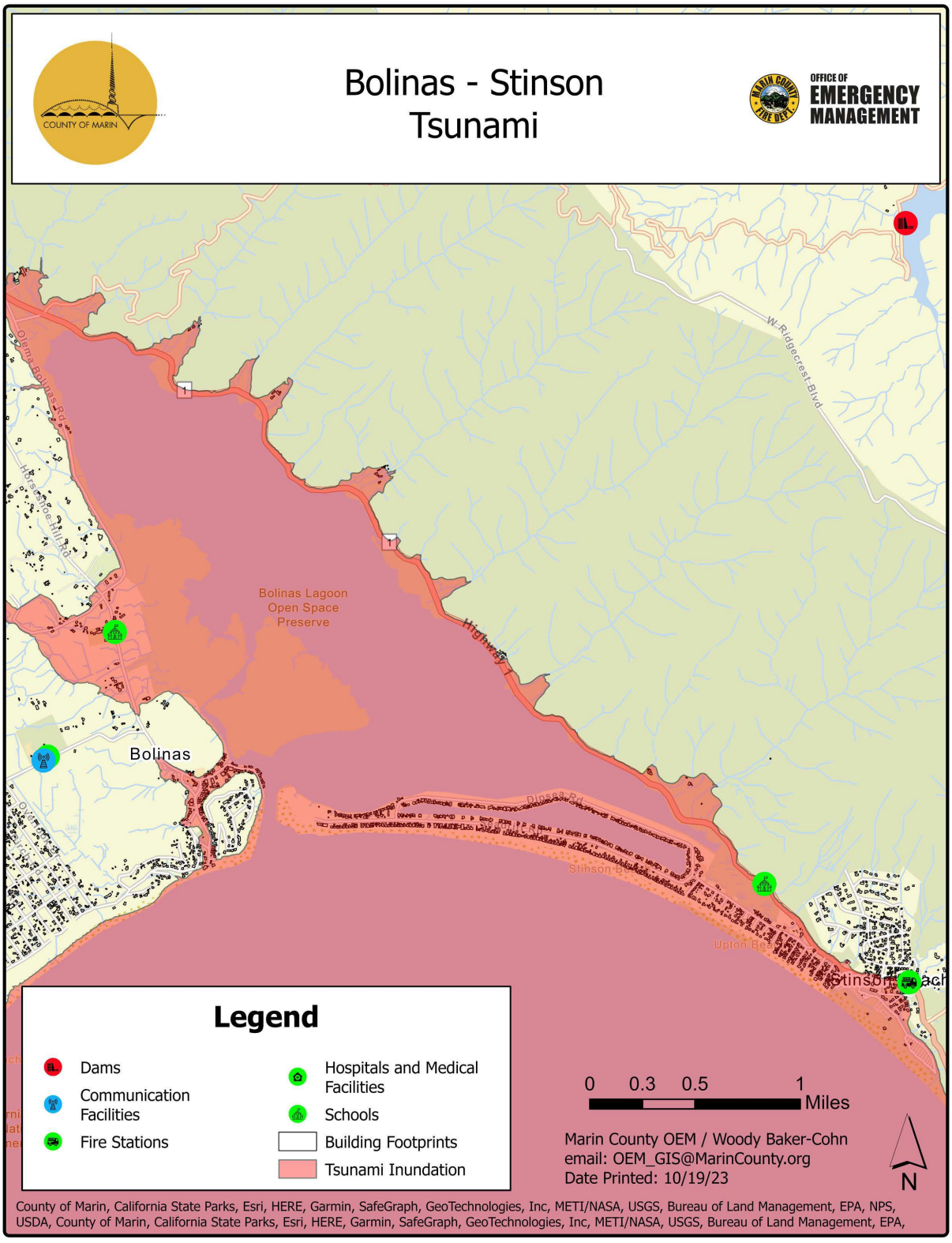


Figure 3.168: Bolinas – Stinson Tsunami Inundation Zones
Source: Marin County OEM

Tsunamis have caused loss of life and damaged property in Hawaii, Alaska and the West Coast over the last hundred years. Over 80 tsunamis have been observed or recorded along the coast of California in the past 150 years. Since 1946, there have been five tsunamis known to have caused damage to ports and harbors in California with several impacting unincorporated Marin County:

In 1960, a tsunami caused by a magnitude 9.5 earthquake offshore from Chile resulted in minor inundation to the beach at Stinson Beach.

In 1964, a tsunami caused by a magnitude 9.2 earthquake offshore from Alaska resulted in 12 deaths in California and destroyed portions of downtown Crescent City. There was damage to Lawson's Pier in Tomales Bay. A man drowned in Bolinas.

A 2006 tsunami (originating in the Kurile Islands region) caused approximately $20 million in damage to Crescent City harbor.

A 2010 tsunami (originating offshore from Chile) caused several million dollars in damage to ports and harbors in the state.

A tsunami in 2011 caused by a magnitude 9.0 earthquake offshore of Japan killed one person at the mouth of the Klamath River and caused up to $100 million damage to 27 ports, harbors, and marinas throughout the state.

Impacts

Community exposure to tsunamis in California varies considerably—some communities may experience great losses that reflect only a small part of their community and others may experience relatively small losses that devastate them. Among the incorporated communities and the unincorporated areas of the county are communities that have the highest number of people and businesses in the tsunami-inundation zone. The communities of Belvedere and Sausalito have the highest percentages of people and businesses in this zone.

Extent and Probability

Tsunamis can travel at speeds of over 600 miles per hour in the open ocean and can grow to over 50 feet in height when they approach a shallow shoreline, causing severe damage to coastal development. Recent studies of the continental shelf off the California coast indicate a potential for underwater landslides capable of generating damaging tsunamis that could threaten coastal communities. Tsunamis are a relatively infrequent occurrence in the Marin County OA.

Table 3:19: Tsunami Hazard Risk Assessment						
Jurisdiction	**Probability/ Likelihood of Future Events**	**Geographic Extent**	**Magnitude/ Severity**	**Climate Change Influence**	**Significance**	**Risk Score**
Marin County	Highly Likely	Limited	Extreme	Medium	High	**15.00**
City of Belvedere	Highly Likely	Significant	Severe	High	High	**16.00**
Town of Corte Madera	Unlikely	Limited	Moderate	Low	Low	**7.00**
Town of Fairfax	None	None	None	None	None	**0.00**
City of Larkspur	Occasional	Limited	Extreme	None	High	**11.00**
City of Mill Valley	Unlikely	Negligible	Severe	Medium	Medium	**9.00**
City of Novato	Unlikely	Negligible	Weak	None	Low	**4.00**
Town of Ross	None	None	None	None	None	**0.00**
Town of San Anselmo	None	None	None	None	None	**0.00**
City of San Rafael	Unlikely	Limited	Moderate	None	Medium	**7.00**
City of Sausalito	None	Limited	Weak	Low	Low	**5.00**
Town of Tiburon	Highly Likely	Limited	Extreme	Medium	High	**15.00**
Bolinas Public Utility District	Occasional	Limited	Severe	Low	High	**11.00**
Las Gallinas Valley Sanitary District	Unlikely	Extensive	Severe	None	Medium	**10.00**
North Marin Water District	Unlikely	Negligible	Extreme	Low	Low	**8.00**
Southern Marin Fire District	Likely	Limited	Moderate	Low	Low	**8.00**

Table 3.19: Marin County OA Hazard Risk Assessment - Tsunami
Source: Profiled Jurisdictions and Districts

Vulnerability

Some Marin County OA communities may be more vulnerable to tsunamis because of the location and quality of the built environment. Several unincorporated communities could be particularly susceptible to a tsunami:

Numerous shoreline homes, businesses, buildings and sections of Sir Francis Drake Boulevard along the west shore of Tomales Bay from Seahaven down through Inverness to Inverness Park lie in a tsunami inundation zone and could be susceptible to a tsunami. The downtown commercial district of Inverness, including the Post Office and several businesses, lie in a tsunami inundation zone and could be susceptible to a tsunami.

Numerous shoreline homes, businesses, buildings and sections of Highway 1 along the east shore of Tomales Bay from Bivalve to Hamlet and up Keys Creek south of Tomales lie in a tsunami inundation zone and could be susceptible to a tsunami. Low lying areas of Dillon Beach, including the main beach parking area and access road, lie in a tsunami inundation zone and could be susceptible to a tsunami.

Both the east and west sides of the Bolinas Lagoon lie in a tsunami inundation zone, including all of Highway 1 on the west side from Stinson Beach to the intersection of Olema Bolinas Road north of Bolinas. The northern end of Bolinas, including several homes, the Bolinas-Stinson Elementary School, and a section of Horseshoe Hill Road, lie in a tsunami inundation zone and could be susceptible to a tsunami. The community of Bolinas is particularly susceptible to a tsunami as it could essentially be isolated with access roads north and south becoming flooded in a tsunami. Most of the commercial center of Bolinas, including several businesses, residences, the College of Marin-Bolinas Campus and the Bolinas Library lie in a tsunami inundation zone and could be susceptible to a tsunami.

Most of Stinson Beach south of Highway 1, including Seadrift Road, Dipsea Road, and Calle del Aroyo lie in a tsunami inundation zone, and there are hundreds of homes and buildings in this area along with the Stinson Beach Fire Station #2 and the Water District office that could be susceptible to a tsunami. The commercial center of Stinson Beach, including several businesses, the entire beach area including access roads and parking lots, and a section of Highway 1 lie in a tsunami inundation zone and could be susceptible to a tsunami.

A section of Muir Beach up Redwood Creek that includes several homes and businesses, the Muir Beach Fire Station, and a section of Highway 1 lie in a tsunami inundation zone and could be susceptible to a tsunami.

A large section of Tamalpais Valley, including smaller sections to the north adjacent to and including the City of Mill Valley, lie in a tsunami inundation zone and could be susceptible to a tsunami pushing water up Coyote Creek. There are hundreds of homes, commercial buildings, the Southern Marin Fire Protection District Station #4 and part of Tamalpais Valley Elementary School that lie in this area. Most of the commercial core of Marin City, including the Gateway Shopping Center, the Martin Luther King Jr. Academy, the Marin City Fire Station, and numerous residences lie in a tsunami inundation zone and could be susceptible to a tsunami. The Waldo Point community consisting of dozens of floating homes in Richardson Bay could be susceptible to a tsunami. The area around the intersection of Highways 1 and 101 including the highways themselves, the Commodore Heliport and several businesses lie in a tsunami inundation zone and could be susceptible to a tsunami.

Both sides of the Strawberry Peninsula lie in a tsunami inundation zone and could be susceptible to a tsunami. There are dozens of homes in this area along with numerous commercial buildings, the Strawberry Point elementary school and a large section of Highway 101 that could be susceptible to a tsunami. There are also several homes in the northwest corner of Strawberry near Alto that lie in a tsunami inundation zone and could be susceptible to a tsunami.

The eastern side of the Tiburon Peninsula, where there are dozens of homes and buildings along with the Sanitary District #5 - Paradise Cove Treatment Plant, lies in a tsunami inundation zone and could be susceptible to a tsunami. Most of Paradise Cay lies in a tsunami inundation zone. There are dozens of homes in this area that could be susceptible to a tsunami.

The southwest side of Kentfield lies in a tsunami inundation zone and could be susceptible to a tsunami. There are dozens of homes and numerous businesses in this area along with the A.E. Kent Middle School, the Anthony Bacich G. Elementary School, part of the parking lot for the Marin General hospital, and most of the College of Marin campus and part of Sir Francis Drake Boulevard. A small section of Greenbrae that consists of a few homes and a section of Sir Francis Drake Boulevard, along with a small Section of California City that consists of a few homes, lie in a tsunami inundation zone and could be susceptible to a tsunami. A large section of San Quentin lies in a tsunami inundation zone and could be susceptible to a tsunami.

There are dozens of homes along San Pedro Road in the unincorporated county south of the City of San Rafael that lie in a tsunami inundation zone and could be susceptible to a tsunami. The McNear Brick Yard and parts of Point San Pedro lie in a tsunami inundation zone and could be susceptible to a tsunami.

Most of northern Santa Venetia along the Santa Venitia Marsh and the South Fork of Galinas Creek lies in a tsunami inundation zone and could be susceptible to a tsunami. There are several hundred homes in this area along with numerous pump stations and several medical facilities.

While most of Bel Marin Keys lies outside of a tsunami inundation zone, the far eastern side has several homes that lie inside a tsunami inundation zone and could be susceptible to a tsunami. The Hamilton Wetlands PG&E substation could also be susceptible to a tsunami, as it lies on the fringe of a tsunami inundation zone.

Parts of the Black Point area close to the Petaluma River Marsh lie on the edge of a tsunami inundation zone and could be susceptible to a tsunami. There are several homes in this area that mostly lie at the end of cul de sacs.

The principal exposure to the Marin County OA will be people, buildings, and infrastructure located in the low-lying potential inundation areas. Especially at risk are visitors, hikers, campers, and non-residents who might be on the shore when the tsunami strikes.

Associated risks to tsunami include flooding, contamination of drinking water, ruptured tanks or gas lines, lack of ingress and egress, and the loss of vital community infrastructure.

Climate Change and Future Development Considerations

The biggest threat to tsunamis is sea level rise which is a direct result of climate change. Sea level rise can make tsunamis worse than they already are because higher sea levels allow for tsunamis to travel further inland and cause even more damage. Sea level rise results in more

vulnerable coastlines which make coastal communities even more vulnerable to an incoming tsunami as the natural buffer to absorb the energy of an incoming tsunami will cease to exist. This is particularly true in the Marin County OA, where most of the developed population lies in an area vulnerable to sea level rise. Furthermore, it has been theorized that ocean warming, caused by climate change, can impact the tectonic plates that rest below large bodies of water. Ultimately, this can result in more geological activities and worse tsunamis. Climate change has also affected ocean patterns, which could eventually lead to tsunamis distributing themselves across the ocean and impacting areas that are currently not susceptible to a tsunami. Tsunamis as a result of climate change and associated sea level rise will exacerbate the impacts of flooding in the lowland areas of the Marin County OA. Future development in these areas will expose more people and infrastructure to the effects of flooding in the Marin County OA as tsunami inundation areas expand with climate change. Development in marshland in the Marin County OA would expose additional people and infrastructure to flooding as marshlands act as a natural buffer to a tsunami. Flooding could be exacerbated in areas where levees could fail as a result of high wave heights associated with a more significant tsunami.

3.3.12 WILDFIRE

A wildfire is a fire that occurs in an area of combustible vegetation. The three conditions necessary for a wildfire to burn are fuel, heat, and oxygen. Fuel is any flammable material that can burn, including vegetation, structures, and cars. The more fuel that exists and the drier that fuel is, the more intense the fire can be. Wildfires can be started naturally through lightning or combustion or can be set by humans. There are many sources of human-caused wildfires including arson, power lines, a burning campfire, an idling vehicle, trains, and escaped controlled burns. On average, four out of five wildfires are started by humans. Uncontrolled wildfires fueled by wind and weather can burn acres of land and everything in their path in mere minutes and can reach speeds up to 15 miles per hour. On average, more than 100,000 wildfires burn 4 to 5 million acres of land in the United States every year. Although wildfires can occur in any state, they are most common in the Western states including California where heat, drought, and thunderstorms create perfect wildfire conditions.

Wildfires are of primary concern when they occur in the Wildland Urban Interface (WUI), which is defined as areas where homes are built near or among lands prone to wildfire. Even relatively small acreage fires may result in disastrous damages. Most structures in the WUI are not destroyed from direct flame impingement, but from embers carried by wind. The damages can be widely varying, but are primarily reported as damage to infrastructure, built environment, and injuries to people. WUI fires have unique chemistry due to the combination of natural and human-made fuels that are burned, which may lead to the formation or release of toxic emissions not found in purely wildland fires.

The pattern of increased damages is directly related to increased urban spread into historical forested areas that have wildfire as part of the natural ecosystem. Many WUI fire areas have long histories of wildland fires that burned only vegetation in the past. However, with new development, a wildland fire following a historical pattern may now burn these newly developed areas. WUI fires can occur where there is a distinct boundary between the built and natural areas or where development or infrastructure has encroached or is intermixed in the natural area. WUI fires may include fires that occur in remote areas that have critical infrastructure

easements through them, including electrical transmission towers, railroads, water reservoirs, communications relay sites or other infrastructure assets.

Consequently, wildland fires that burn in natural settings with little or no development are part of a natural ecological cycle and may actually be beneficial to the landscape. Century old policies of fire exclusion and aggressive suppression have given way to better understanding of the importance fire plays in the natural cycle of certain forest types.

Warning times are usually adequate to ensure public safety, provided that evacuation recommendations and orders are heeded in a timely manner. While in most cases wildfires are contained within a week or two of outbreak, in certain cases, they have been known to burn for months, or until they are completely extinguished by fall rains.

Wildfire poses the greatest risk to human life and property in the Marin County OA's densely populated WUI, which holds an estimated 69,000 living units. Marin County is home to 23 communities listed on CAL FIRE's Communities at Risk list, with approximately 80% of the total land area in the county designated as having moderate to very high fire hazard severity ratings. The county has a long fire history with many large fires over the past decades, several of which have occurred in the WUI. To compound the issue, national fire suppression policies and practices have contributed to the continuous growth (and overgrowth) of vegetation resulting in dangerous fuel loads. The Community Wildfire Protection Plan (CWPP) provides a scientifically based assessment of wildfire threat in the WUI of the Marin County OA.

Fire protection in California is the responsibility of either the federal, state, or local government. On federally owned land, or federal responsibility areas (FRA), fire protection is provided by the federal government, or in partnership with local agreements. In state responsibility areas (SRA), CAL FIRE typically provides fire protection. However, in some counties CAL FIRE contracts with county fire departments to provide protection of the SRA – this is the case in Marin County, where CAL FIRE contracts with Marin County Fire Department (MCFD). Local responsibility areas (LRA) include incorporated cities and cultivated agriculture lands, and fire protection is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract to local government.

The MCFD is responsible for the protection of approximately 200,000 acres of SRA within the county and is the primary agency that handles wildland fires. MCFD also provides similar protection services to approximately 100,000 acres of FRA in the Golden Gate National Recreation Area (GGNRA), the Muir Woods National Monument, and the Point Reyes National Seashore.

Figure 3.169 indicates the federal responsibility areas, state responsibility areas and local responsibility areas in the Marin County OA.

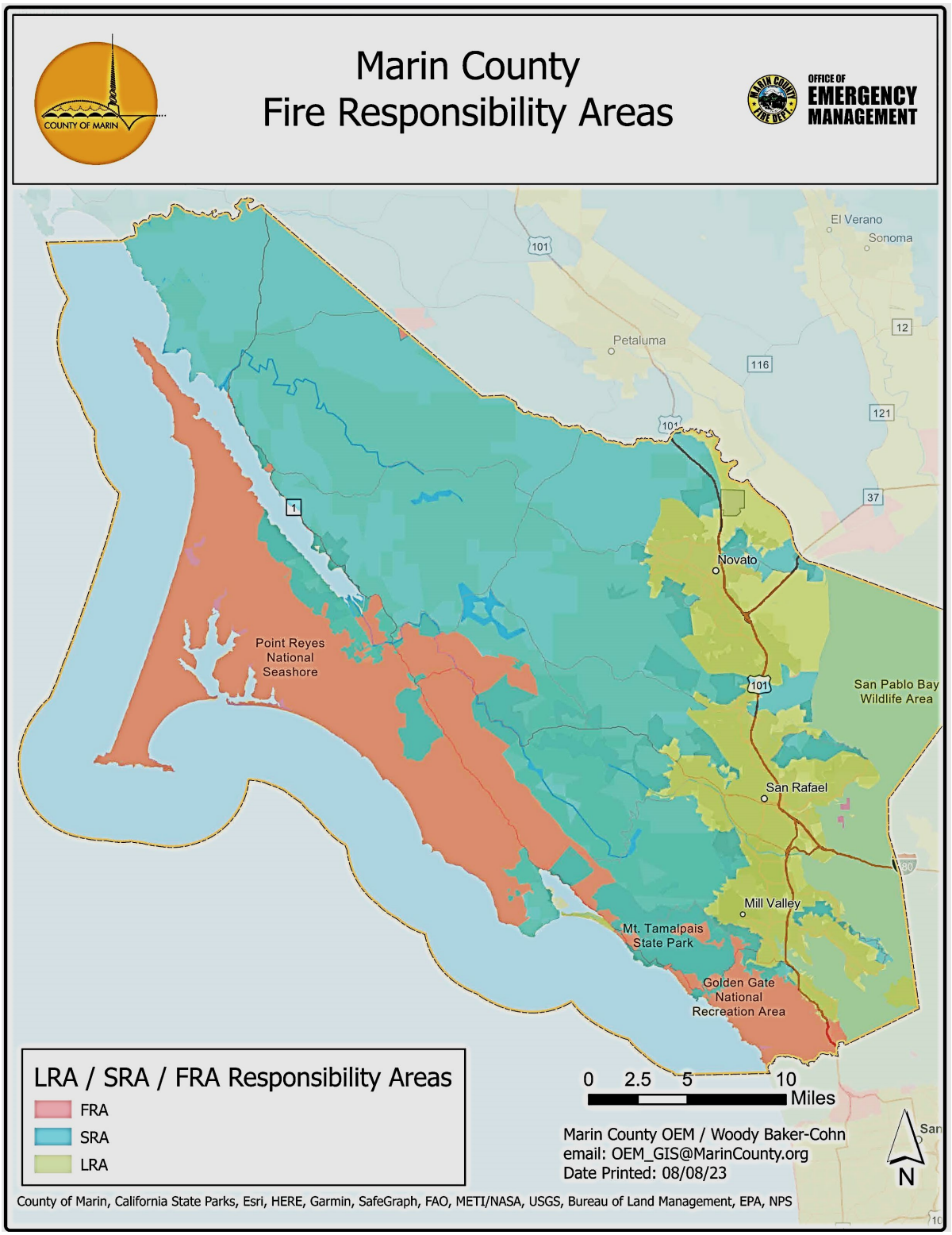


Figure 3.169: Federal, State and Local Responsibility Areas in the Marin County OA
Source: Marin County OEM

The mix of weather, diverse vegetation and fuel characteristics, complex topography, and land use and development patterns in the Marin County OA are important contributors to the fire

environment. The MCFD Woodacre Emergency Command Center currently manages the data from four Remote Automated Weather Stations (RAWS) for predicting fire danger utilizing the National Fire Danger Rating System (NFDRS) during the fire season. The RAWS are located in Woodacre, Middle Peak, Barnabe, Big Rock and a new station will be coming online in Novato.

Marin County is bounded by the cool waters of the Pacific Ocean to the west, the San Francisco and Richardson Bays to the southeast, the San Pablo Bay to the east, and Sonoma County agricultural lands to the north. The combination of these large bodies of water, location in the mid-latitudes, and the persistent high pressure over the eastern Pacific Ocean results in several micro-climates. Weather in the OA consists of warm, dry summers and cool, wet winters. The climate in early fall and late spring is generally similar to the summer, and late fall is similar to winter. Spring is generally cool, but not as wet as the winter. While these general weather conditions are fairly representative of the typical Marin County weather, complex topography, annual variability of weather patterns, and less frequent and transient weather patterns are important to fire conditions.

In the late spring through early fall, the combination of frequent and strong high-pressure systems (known as the Pacific High) over California combined with the cool waters of the ocean/bays results in persistent fog and low clouds along the coast (including over southern Marin County near the San Francisco Bay). The fog often penetrates into the inland valleys of northern and central Marin County, especially during overnight hours. At the coastline, mist from fog can keep the land surfaces modestly moist while inland land surfaces above the fog or inversion are often very dry.

The Pacific High that persists from late spring through early fall over the eastern Pacific, combined with a thermal low pressure over the Central Valley of California, results in an almost continuous sea breeze. These winds usher in cool and moist air and can be strong (15 to 25 mph), especially over the ridge tops and through northwest to southeast lying valleys, including San Geronimo/Ross, Hicks, and Lucas Valleys. These westerly winds are usually highest in the afternoon, decrease in the evening, and are light overnight before increasing again in the late morning/early afternoon.

Occasionally in the summer and more often in the fall, the Pacific High moves inland and centers over Oregon and Idaho, while low pressure moves from the Central Valley of California to southern California and Arizona. The resulting north-to-south pressure gradient can be strong enough to retard the typical sea breeze and can even result in winds blowing from the land to the ocean (offshore winds). As the offshore winds move air from the Great Basin to the coastal areas of California, the air descends and compresses, which greatly warms and dries the air. Under these “Diablo” wind conditions, temperatures in the Marin County OA can reach 100°F in the inland areas and even 80°F at the coast, and relative humidity can be very low. In addition, wind speeds can be high (20 to 40 mph) and gusty and are often much faster over the mountains and ridge tops such as Mt. Tamalpais, Loma Alta, and Mt. Burdell compared to low-lying areas. Wind speeds can be high over the ridges and mountains at all times of day under this “offshore” wind pattern and are often much slower or even calm at night in low-lying areas because nighttime cooling decouples the aloft winds from the surface winds. It is during these Diablo wind events that there is a high potential for large, wind-driven fires should there be an ignition. Historically, the largest and most destructive fires have occurred during these offshore (also known as Foehn) wind events including the Angel Island and the Vision fires.

A few times per year in the summer and early fall, monsoonal flow from Mexico brings in moist and unstable air over central and northern California, which can result in thunderstorms with or without precipitation. With the otherwise dry summer conditions, the lightning can ignite fires. These monsoonal flow patterns are usually only one to two-day events.

Beginning in late November and lasting through the end of March, the Pacific High moves south and weakens, allowing storms that originate in the Gulf of Alaska to move over California.

These storms bring precipitation and, at times, strong winds out of the south. Each storm usually results in one fourth inch to several inches of rain over a day or so. Near Mt. Tamalpais, rainfall amounts are enhanced by orographic lifting, resulting in higher rain amounts in the Kentfield and Fairfax areas compared to the rest of the county. Typically, after the first rain in November, the cool weather and occasional storm keeps the ground wet through late Spring. However, in some years, significant rain does not occur until later in the year (e.g., early-to-late December) and there can be several weeks without any storms and rain. During storms, temperatures are usually mild.

When there are no storms over California, a land-breeze typically forms (i.e., winds blowing from the Central Valley to the Pacific Ocean). These winds can reach 30 mph, and travel through the southeast to northwest lying valleys, over low-lying ridges such as the Marin Headlands, and through the Golden Gate. These winds are usually highest in the mid-morning hours and decrease in the afternoon as the Central Valley warms during the day. The winds are associated with cold and modestly moist air.

In late February/early March through late April, the Pacific High strengthens and moves north, and storms impacting the county become less frequent. During this time of year there is often a low-pressure area over the desert in southwest California. The combination of the Pacific High to the north and low-pressure to the southwest results in strong winds blowing from the northwest to the southeast. Like the sea breeze, these winds bring in cool, moist air and are usually highest in the afternoon hours. Because of winter and spring rains, the land is wet and there is little danger of wildland fire despite the strong winds and only occasional precipitation. There is often little coastal fog this time of year.

Vegetation, which is also known as fuel, plays a major role in fire behavior and potential fire hazards. A fuel's composition, including moisture level, chemical make-up, and density, determines its degree of flammability. Of these, fuel moisture level is the most important consideration. Generally, live trees contain a great deal of moisture while dead logs contain very little. The moisture content and distribution of fuels define how quickly a fire can spread and how intense or hot it may become. High moisture content will slow the burning process since heat from the fire must first eliminate moisture.

In addition to moisture, a fuel's chemical makeup determines how readily it will burn. Some plants, shrubs, and trees such as chamise and eucalyptus (both present in the Marin County OA) contain oils or resins that promote combustion, causing them to burn more easily, quickly, and intensely.

Finally, the density of a fuel influences its flammability; when fuels are close together but not too dense, they will ignite each other, causing the fuel to spread readily. However, if fuels are so close that air cannot circulate easily, the fuel will not burn freely.

The Marin County OA has extensive topographic diversity that supports a variety of vegetation types.

Environmental factors, such as temperature, precipitation, soil type, aspect, slope, and land use history, all help determine the existing vegetation at any given location. In the central and eastern parts of the county, north facing slopes are usually densely wooded from lower elevations to ridge peaks with a mixture of mostly hardwood tree species such as coast live oak, California bay, Pacific madrone, and other oak species. Marshlands are also present throughout the county; once ignited marsh fires can be difficult to contain and extinguish.

Grasslands with a mixture of native and nonnative annual and perennial plant species occur most often in the northern and western parts of the county due to a combination of soil type, lower rainfall, and a long history of ranching. The southern and western facing slopes tend to have a higher percentage of grasslands, which in turn have the potential to experience higher rates of fire spread. Grassland fires are dangerous even without extreme fire weather scenarios due to the rapid rate of fire spread; in some cases, fires spread so quickly that large areas can burn before response resources are able to arrive.

In the west portion of the county closer to the coast, where precipitation is higher and marine influence is greater, most areas are densely forested with conifer species (i.e., Bishop pine, Douglas-fir, and coast redwood) and associated hardwood species. Chaparral vegetation also occurs in parts of the county, especially on steeper south and west facing slopes. This mix of densely forested areas mixed with chaparral results in higher fuel loads and potentially higher fire intensity. Expansion of the residential community into areas of heavier vegetation has resulted in homes existing in close proximity to dense natural foliage; these homes are often completely surrounded by highly combustible or tall vegetation, increasing the potential that wildland fires could impact them.

As part of the development of the CWPP, an updated vegetation map layer was created using the most recent vegetation information available from a variety of state and local data sources.

Vegetation distribution in the Marin County OA is characterized by approximately 20 different types of vegetation which have been classified into 15 fire behavior fuel models.

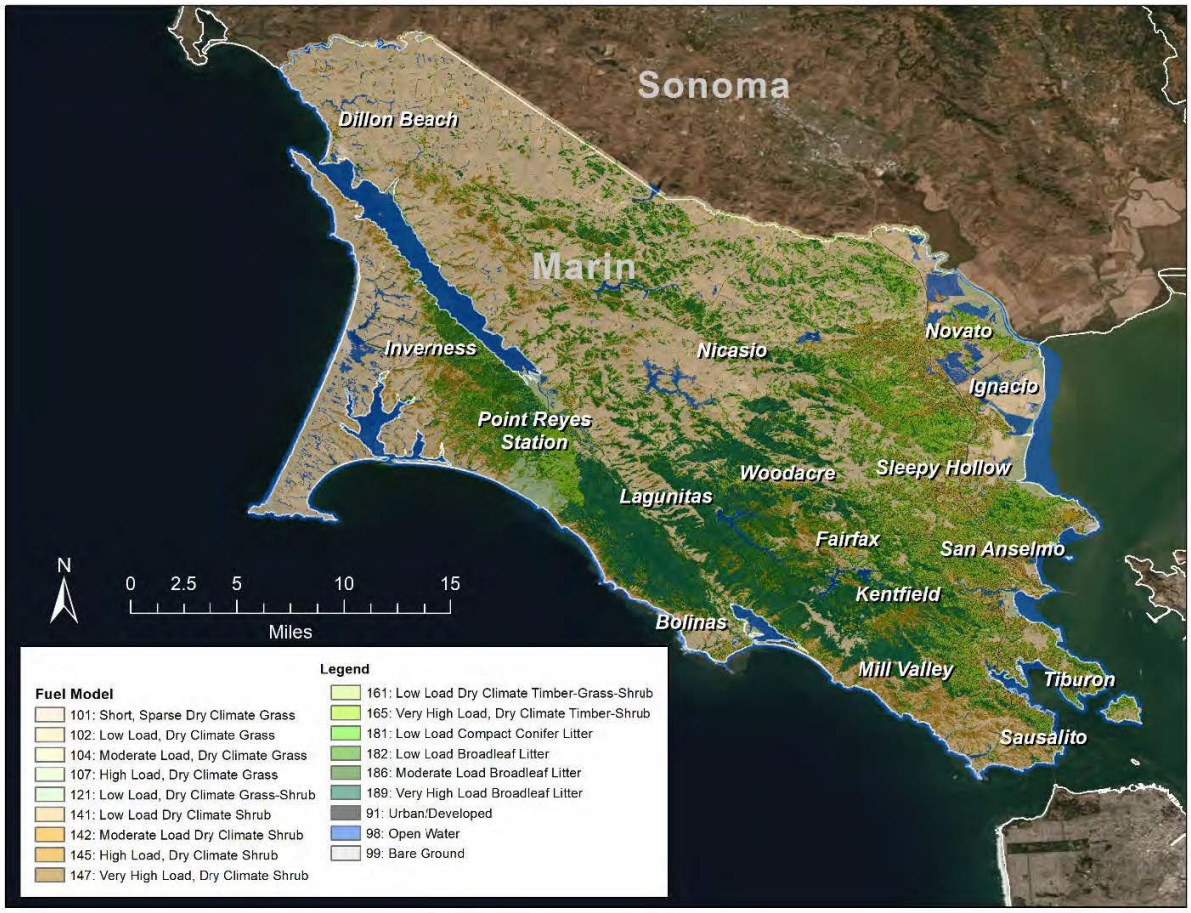


Figure 3.170: Fuel Model Map for the Marin County OA
Source: Marin Community Wildfire Protection Plan, 2020

Insect infestations and plant diseases, such as California oak mortality syndrome (sudden oak death), are increasing and threaten to change the structure and overall health of native plant communities in Marin County. Sudden oak death has no known cure and is the biggest concern; this syndrome is caused by the fungus-like Phytophthora ramorum, which has led to widespread mortality of several tree species in California since the mid-1990s; the tanoak (Lithocarpus densiflorus) in particular appears to have little or no resistance to the disease. Sudden oak death has resulted in stands of essentially dead trees with very low fuel moistures.

Studies examining the impacts of sudden oak death on fire behavior indicate that while predicted surface fire behavior in sudden oak death stands seems to conform to a common fuel model already in use for hardwood stands, the very low moisture content of dead tanoak leaves may lead to crown ignitions more often during fires of “normal” intensity.

Two other plant diseases prevalent in the Marin County OA are pitch canker (which affects conifers such as Bishop pine and other pine species), and madrone twig dieback (which affects Pacific madrones). Pitch canker is caused by the fungus Fusarium circinatum (F. subglutinans, F. sp. pini), which enters the tree through wounds caused by insects. While some trees do recover, most infected trees are eventually killed by the fungus. Management of this disease largely focuses on containment to reduce the fungus spreading to other trees. Pitch canker is a

particular issue in the NPS lands of Pt. Reyes National Seashore, where many acres of young Bishop Pines that were seeded on the Inverness Ridge by the Mount Vision Fire of 1995 have been infected.

These dead and dying trees have created large swaths of land with dense and dry fuel loads. Madrone twig dieback is caused by the native fungus Botryosphaeria dothidea and appears to be getting worse throughout the county due to drought effects on Pacific madrones. Three additional threats to trees common to the Marin County OA include:

- Bark and ambrosia beetles (Monarthrum dentiger and monarthrum scutellare), which target oak and tanoak trees. Sudden oak death may be exacerbating the effects of beetle infestations which prey on trees already weakened by this disease.
- Root rot, caused by oak root fungus (Armillaria mellea), is primarily associated with oaks and other hardwoods but also attacks conifers. These fungal infestations cause canopy thinning and branch dieback and can kill mature trees. As with the beetle infestations, sudden oak death may be exacerbating the effects of root rot fungus in the county forests.
- Velvet-top fungus (Phaeolus schweinitzii) is a root rot fungus affecting Douglas-fir and other conifers, with the infection typically occurring through a wound.

Topography characterizes the land surface features of an area in terms of elevation, aspect, and slope. Aspect is the compass direction that a slope faces, which can have a strong influence on surface temperature, and more importantly on fuel moistures. Both elevation and aspect play an important role in the type of vegetation present, the length of the growing season, and the amount of sunlight absorbed by vegetation. Generally, southern aspects receive more solar radiation than northern aspects; the result is that soil and vegetation on southern aspects is warmer and dryer than soil and vegetation on northern aspects. Slope is a measure of land steepness and can significantly influence fire behavior as fire tends to spread more rapidly on steeper slopes. For example, as slope increases from 20 – 40%, flame heights can double and rates of fire spread can increase fourfold; from 40 – 60%, flame heights can become three times higher and rates of spread can increase eightfold.

The Marin County OA is topographically diverse, with rolling hills, valleys and ridges that trend from northwest to southeast. Elevation throughout the county varies considerably, with Mt. Tamalpais' peak resting at 2,574 feet above sea level and many communities at or near sea level. Correspondingly, there is considerable diversity in slope percentages. The San Geronimo Valley slopes run from level (in the valley itself) to near 70%. Mt. Barnabe has slopes that run from 20 to70%, and Throckmorton ridge has slopes that range in steepness from 40 – 100%. These slope changes can make fighting fires extremely difficult.

In the WUI where natural fuels and structure fuels are intermixed, fire behavior is complex and difficult to predict. Research based on modeling, observations, and case studies in the WUI indicates that structure ignitability during wildland fires depends largely on the characteristics and building materials of the home and its immediate surroundings.

The dispersion of burning embers from wildfires is the most likely cause of home ignitions. When embers land near or on a structure, they can ignite near-by vegetation or accumulated debris on the roof or in the gutter. Embers can also enter the structure through openings such as an open window or vent and could ignite the interior of the structure or debris in the attic.

Wildfire can further ignite structures through direct flame contact and/or radiant heat. For this reason, it is important that structures and property in the WUI are less prone to ignition by ember dispersion, direct flame contact, and radiant heat.

Public Safety Power Shutoff (PSPS) Events

As a result of the 2017 Northern California Wildfires, the 2018 Camp Fire in Butte County and other wildfires caused by power line infrastructure, Pacific Gas & Electric (PG&E) began initiating Public Safety Power Shutoff (PSPS) events in their service areas (including Marin County) to help prevent the start of future wildfires. PG&E will initiate a PSPS if conditions indicate potentially dangerous weather conditions in fire-prone areas due to strong winds, low humidity, and dry vegetation. During these events, PG&E will proactively turn off power in high fire risk areas to reduce the threat of wildfires. The most likely electric lines to be considered for a public safety power outage will be those that pass through areas that have been designated by the California Public Utilities Commission (CPUC) High Fire-Threat District at elevated (Tier 2) or extreme risk (Tier 3) for wildfire. Customers outside of these areas could have their power shut off, though, if their community relies upon a line that passes through a high fire-threat area or an area experiencing severe weather. PG&E will consider numerous factors and analyze historical data to help predict the likelihood of a wildfire occurring, and closely monitoring weather watch alerts from the National Weather Service (NWS). These factors generally include, but are not limited to:

- A Red Flag Warning declared by the National Weather Service
- Low humidity levels, generally 20 percent and below
- Forecasted sustained winds generally above 25 mph and wind gusts in excess of approximately 45 mph, depending on location and site-specific conditions such as temperature, terrain and local climate
- Condition of dry material on the ground and live vegetation (moisture content)
- On-the-ground, real-time observations from PG&E's Wildfire Safety Operations Center and field crews

Pacific Gas & Electric Company (PG&E) operates a total of 1,179 miles of overhead electricity transmission and distribution lines in the Marin County OA. Overhead electricity lines and poles can be damaged or downed under severe weather conditions, particularly severe wind conditions, which increases the potential for wildfire ignition. 52 percent of PG&E’s overhead distribution lines and 41 percent of its overhead transmission lines are located in CPUC-identified High-Fire Threat Districts subject to elevated or extreme fire risk. PG&E is currently planning and implementing safety measures to prevent wildfires and reduce the impacts of Public Safety Power Shutoff (PSPS) events on communities in the Marin County OA and throughout California.

These measures include installing weather stations; installing high-definition cameras; installing sectionalizing devices on its overhead lines to separate the grid into smaller sections; hardening the system by installing stronger power poles, covering lines, and undergrounding lines in targeted areas; creating temporary microgrids to provide electricity during PSPS events; and enhancing existing vegetation management activities. From 2018 to July 2021, PG&E hardened three miles of overhead lines, installed 68 transmission and distribution sectionalizing devices, completed enhanced vegetation management on approximately 51 of overhead line miles, installed 28 weather stations, and installed 12 high-definition cameras in the Marin County OA.

Location and Previous Occurrences

In the time before the county was settled, fire was a natural part of the ecosystem. Much of the vegetation in what is now the wildlands of Marin County depended on fire to renew itself by removing old, dead fuel in order to make room for healthy new vegetation and promote the growth of native plant species. Once the land was settled, business operators, landowners, and homeowners had an interest in protecting the natural assets of Marin County and their own investments. Uncontrolled fires had already burned large tracts in the past and valuable lumber, structures, and field crops had been destroyed. A series of fires that occurred in the late 1800s prompted the organization of the first fire departments in Marin County around the turn of the century.

Since then, national fire suppression policies and practices (among other factors) have contributed to the continuous growth (and overgrowth) of vegetation resulting in dangerous fuel density, or fuel loads. Combined with this fuel accumulation, people have been building homes closer and closer to wildlands, which is creating the WUI fire issues that are now present in many parts of Marin County and the country.

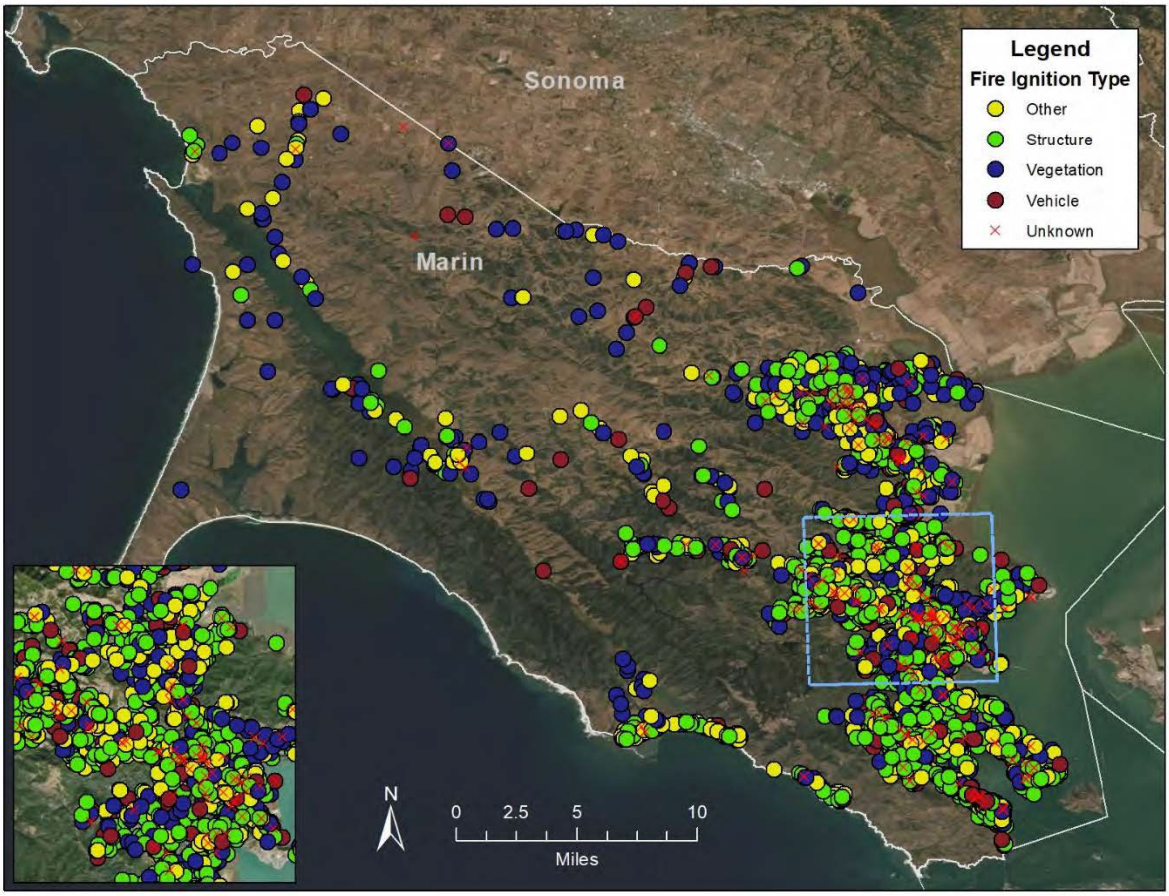


Figure 3.171: Wildfire Ignition Points in the Marin County OA
Source: Marin Community Wildfire Protection Plan, 2020

Homes and structures located anywhere in and around the WUI are at a higher risk for exposure to wildland fire. Fire can spread rapidly throughout WUI areas through adjacent structures and/or vegetation, or by ember dispersion. Property owners in the WUI have a

responsibility to prepare their property for structure defense by providing adequate defensible space and complying with WUI building codes and ordinances. The WUI boundaries for Marin County were determined based on areas with high structure density and proximity to areas with a high density of burnable fuels.

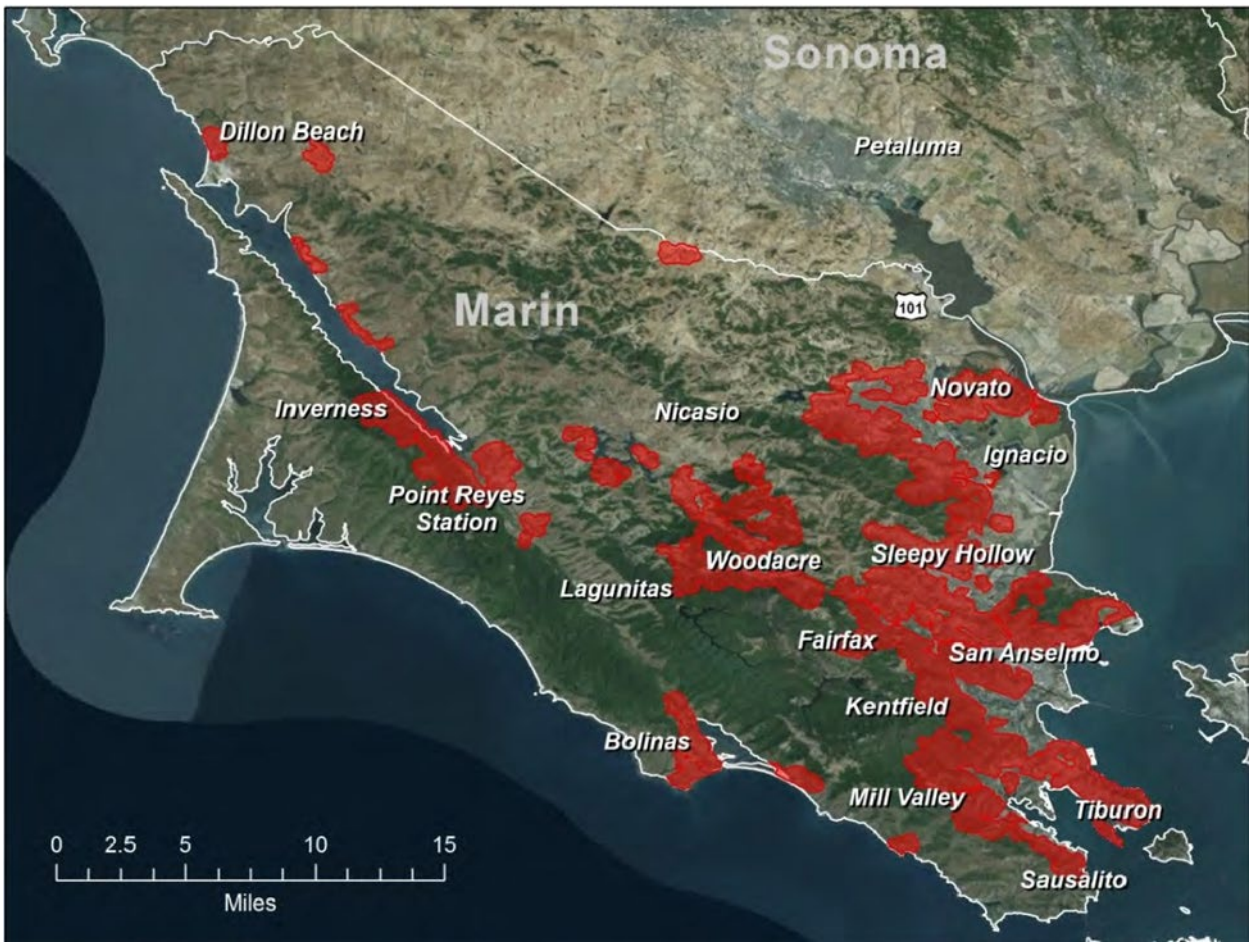


Figure 3.172: WUI Boundary in the Marin County OA
Source: Marin Community Wildfire Protection Plan, 2020

Approximately 60,000 acres—18% of the county's land area—falls within the wildland urban interface (WUI) where residences (i.e., homes and structures) are intermixed with open space and wildland vegetation. Within Marin County, there are 96,195 parcels and 106,679 living units; of these living units, an estimated 69,000 units are located in the WUI. A recent assessment by the Marin County Fire Department (MCFD) revealed that these living units within the WUI are valued at $59 billion (Marin County Fire Department, 2015). Because of the mix and density of structure and natural fuels combined with limited access and egress routes, fire management becomes more complex in WUI environments. In Marin County specifically, many of the access roads within the WUI are narrow and winding and are often on hillsides with overgrown vegetation, making it even more difficult and costly to reduce fire hazards, fight wildfires, and protect homes and lives in these areas.

To quantify the potential risk from wildfires, CalFire has developed a Fire Hazard Severity Scale which uses three criteria in order to evaluate and designate potential fire hazards in wildland

areas. The criteria are fuel loading (vegetation), fire weather (winds, temperatures, humidity levels and fuel moisture contents) and topography (degree of slope). In 2022, CalFire began the process of updating the 2007 map of the Fire Hazard Severity Zones (FHSZ) statewide. It is projected that the Very High Fire Severity Zone (VHFSZ) will grow significantly in the Mount Tamalpais watershed area between Mill Valley and Muir Beach, and in the area of Inverness and Marshall. Most of western Marin County that used to fall under the Moderate Fire Severity Zone (MFSZ) is projected to change to High Fire Severity Zone (HFSZ). As the new FHSZ maps are still pending final approval as of 2023, the Marin County OA has been advised by CalFire to use the 2007 FHSZ maps as current for wildfire analysis in the 2023 Marin County OA MJHMP. The updated FHSZ maps planned for final approval in 2024 will be used for wildlife analysis in the 2028 Marin County OA MJHM. Figure 3.173 shows the current 2007 map of the FHSZ for Marin County.

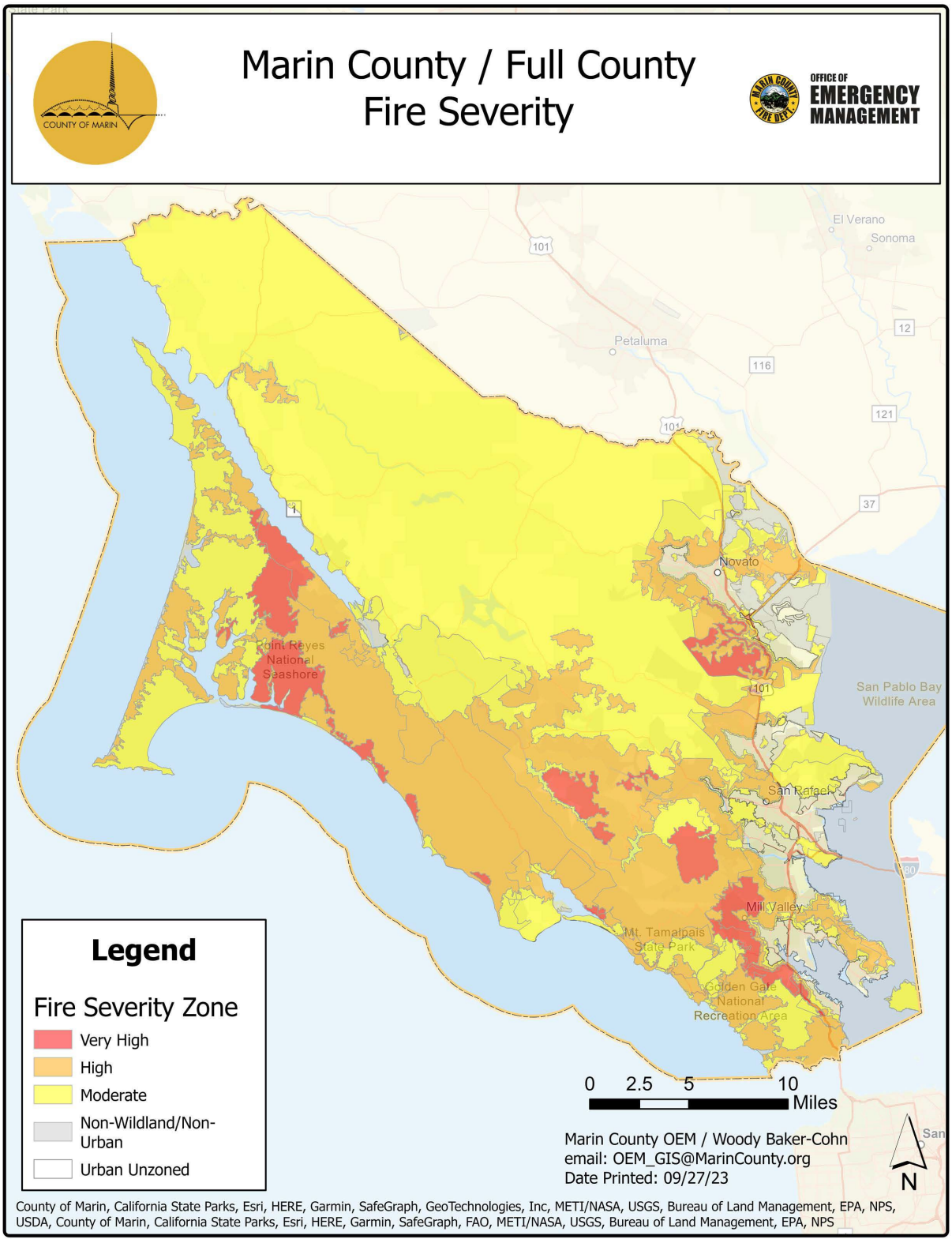


Figure 3.173: Fire Hazard Severity Zones (FHSZ) in the Marin County OA
Source: Marin OEM, CALFIRE

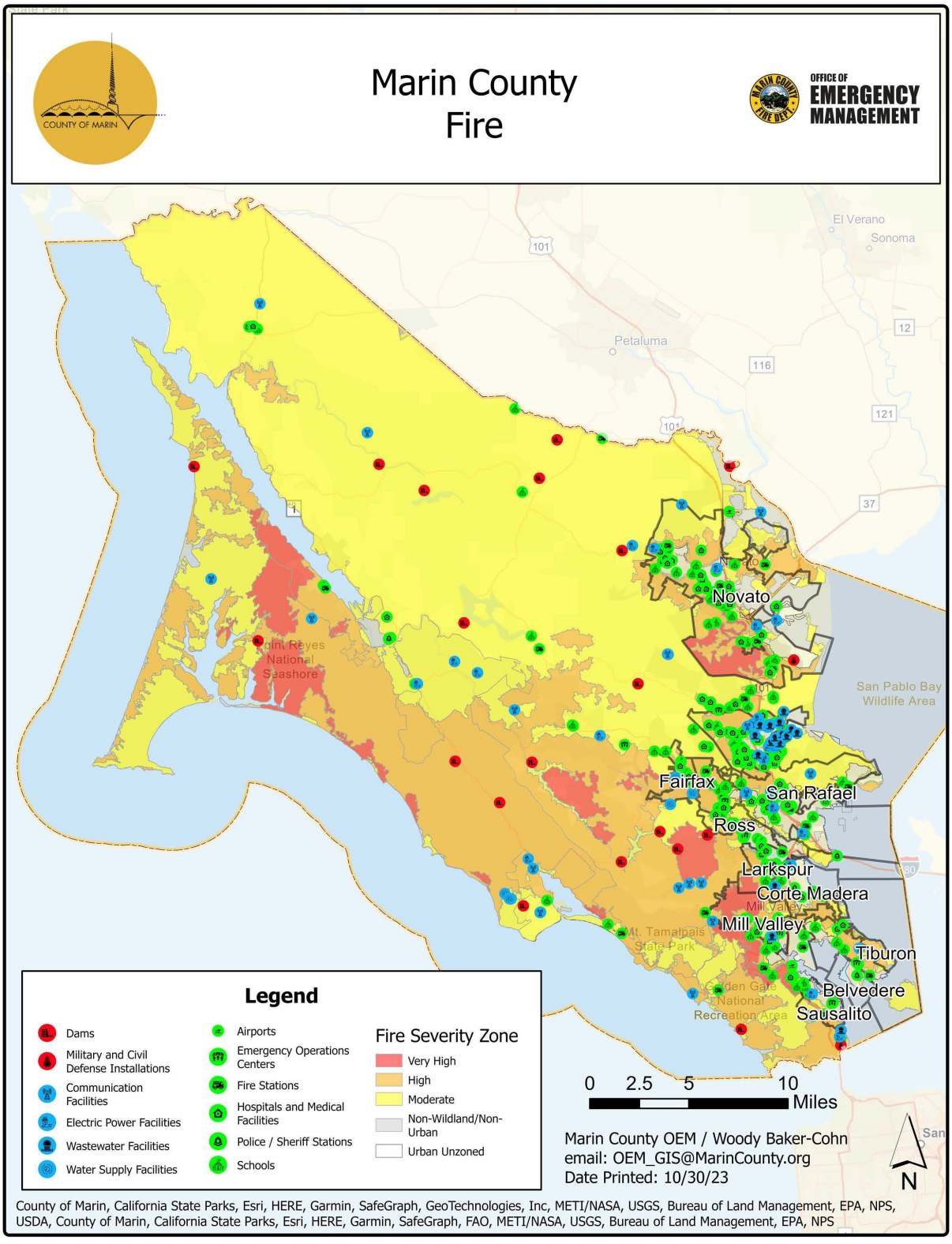


Figure 3.174: Marin County Wildfire Susceptibility to Critical Facilities
Source: Marin County OEM

As of 2007, several unincorporated communities in Marin County lie in moderate to very high wildfire hazard severity zones, which are shown below.

Figure 3.175 shows the fire hazard severity zones in and around Lagunitas, Forest Knolls and San Geronimo.

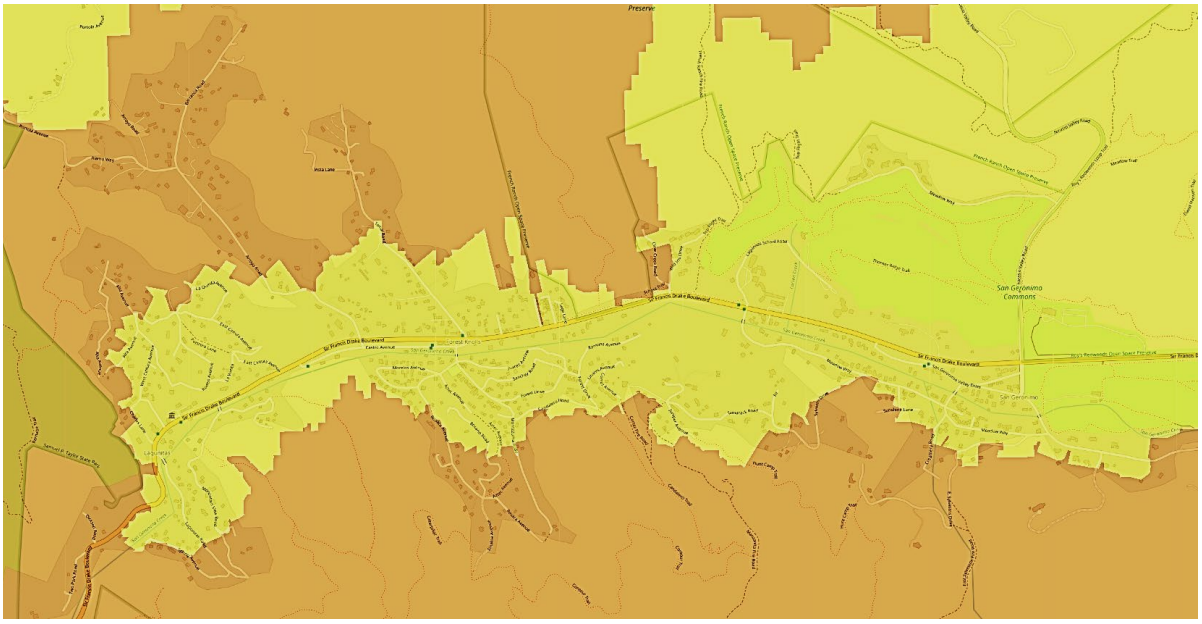


Figure 3.175: Fire Hazard Severity Zones – Lagunitas, Forest Knolls, San Geronimo and Woodacre
Source: CalFire, 11/27/23

Figure 3.176 shows the fire hazard severity zones in and around Woodacre.

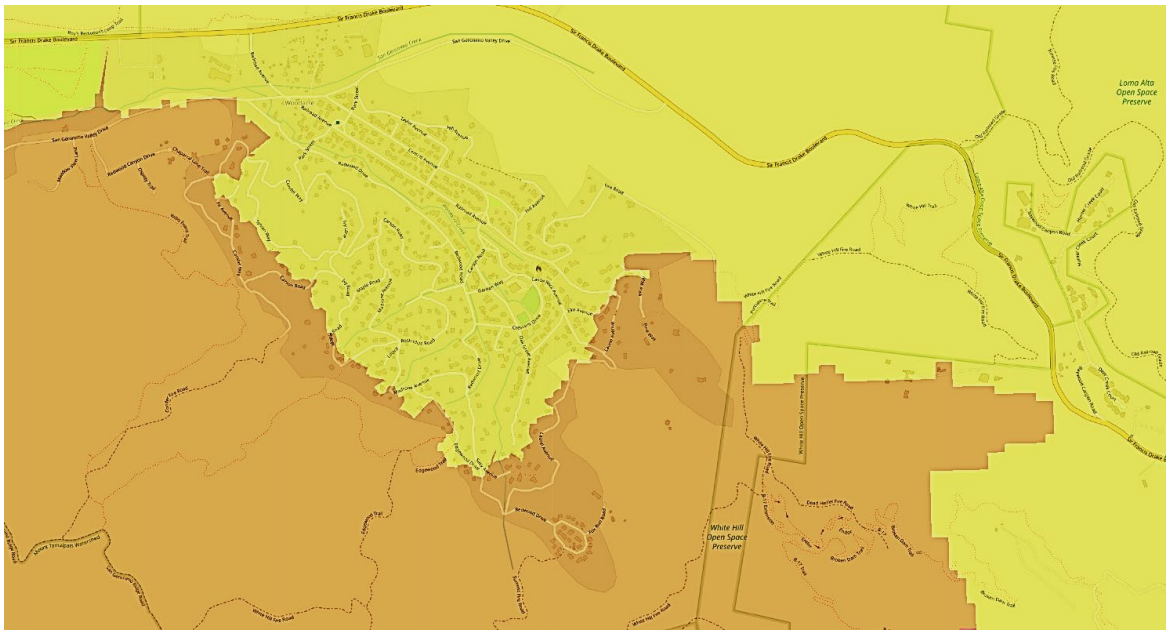


Figure 3.176: Fire Hazard Severity Zones –Woodacre
Source: CalFire, 11/27/23

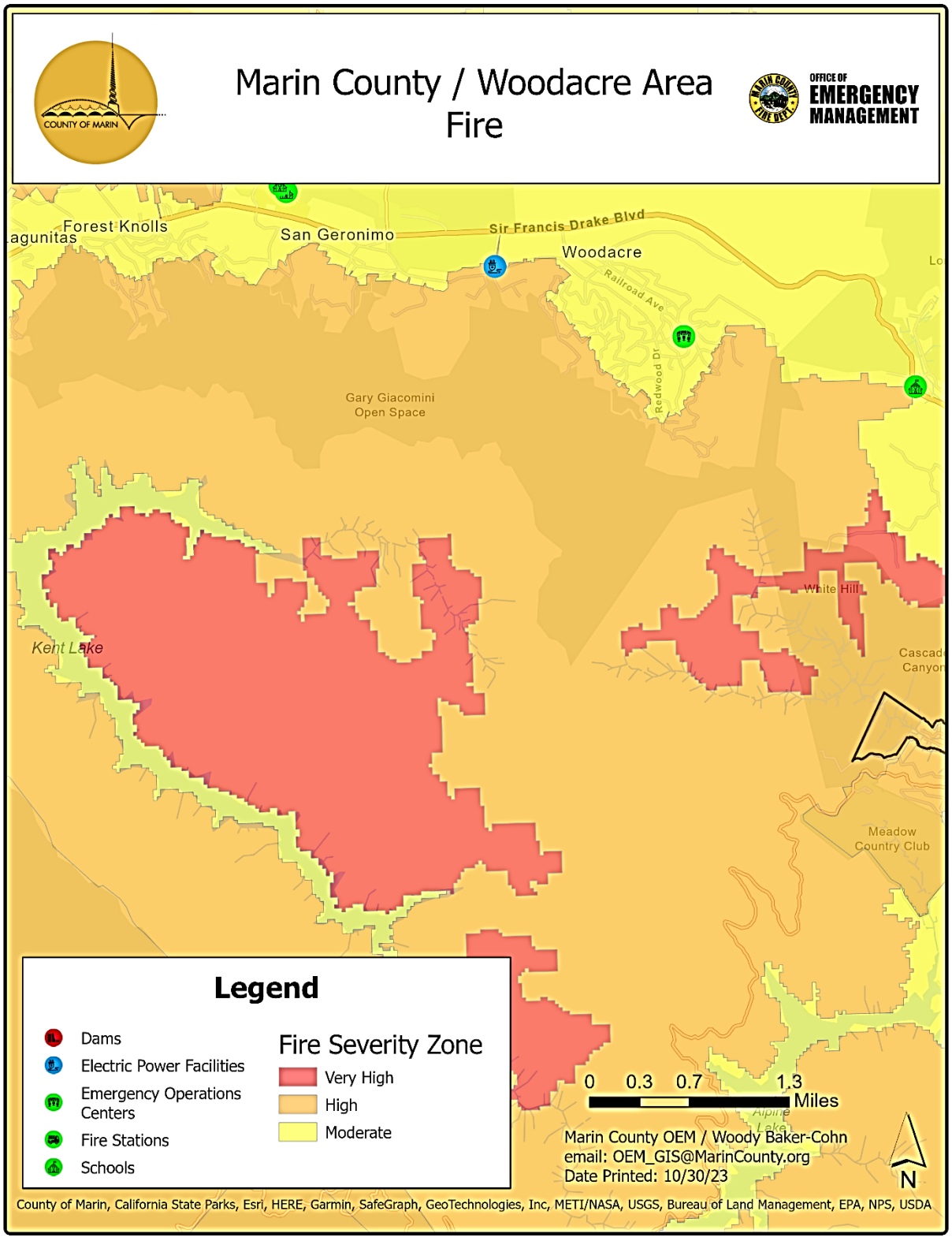


Figure 3.177: Fire Hazard Severity Zones –Woodacre Area
Source: CalFire

Figure 3.178 shows fire hazard severity zones in and around Nicasio.

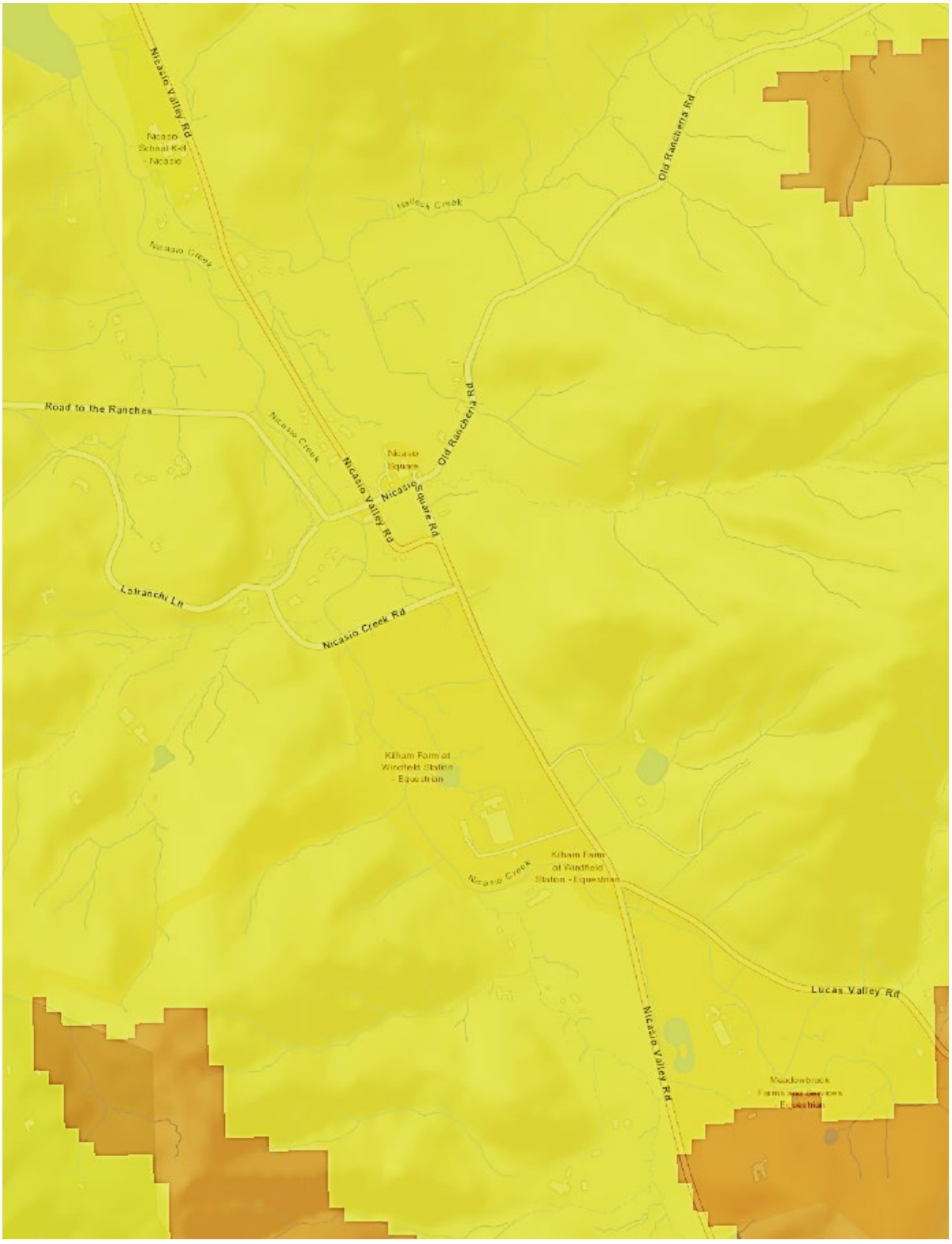


Figure 3.178: Fire Hazard Severity Zones – Nicasio
Source: CalFire, 11/27/23

Figure 3.179 shows the fire hazard severity zone in and around Tocoloma.

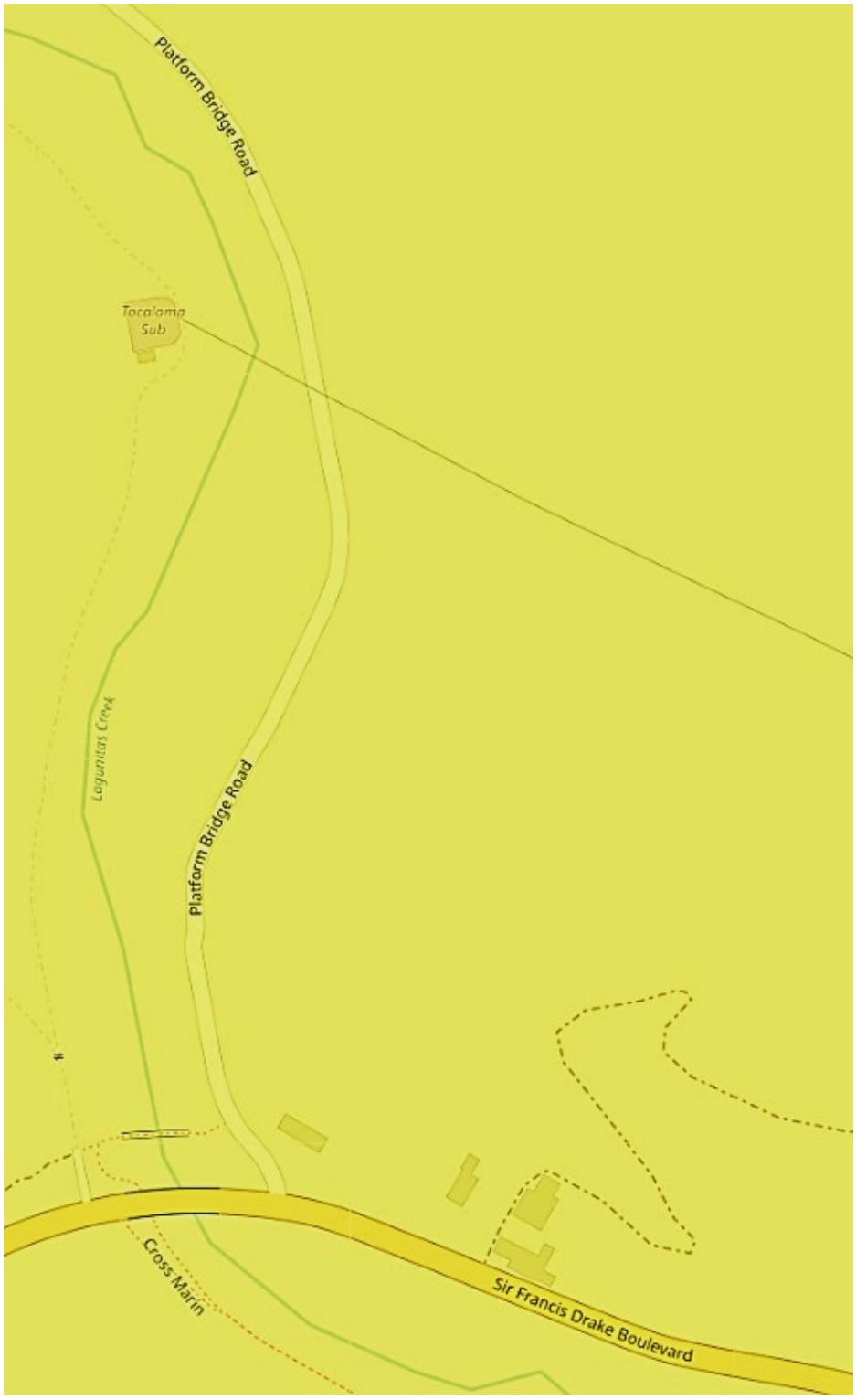


Figure 3.179: Fire Hazard Severity Zones – Tocoloma
Source: CalFire, 11/27/23

Figure 3.180 shows the fire hazard severity zones in and around Olema.

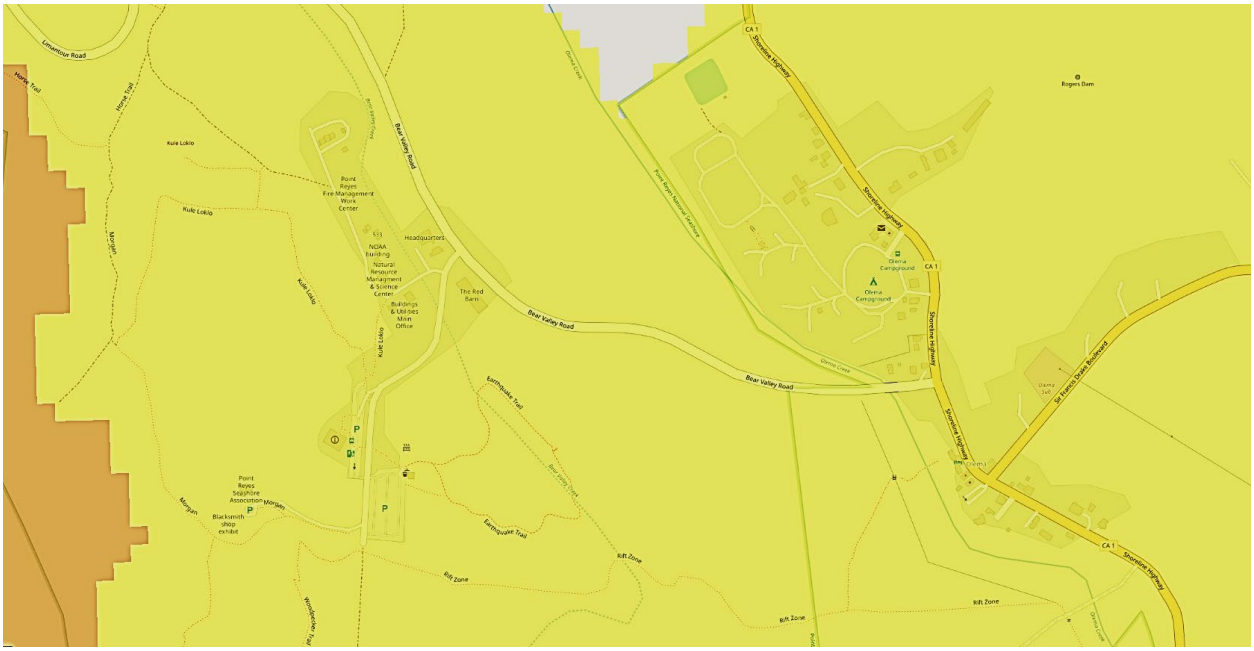


Figure 3.180: Fire Hazard Severity Zones – Olema
Source: CalFire, 11/27/23

Figure 3.181 shows the fire hazard severity zones in and around Point Reyes Station.

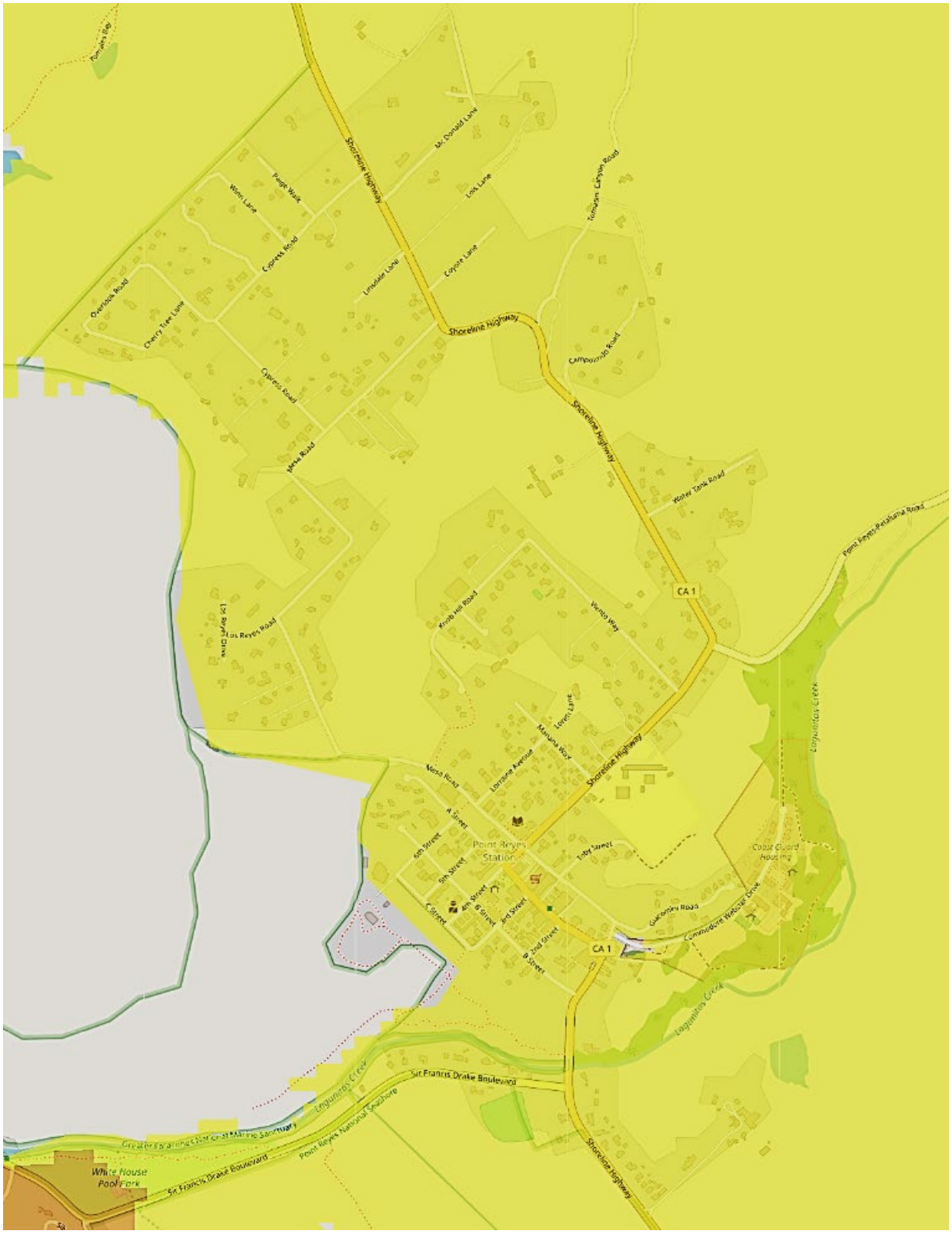


Figure 3.181: Fire Hazard Severity Zones – Point Reyes Station
Source: CalFire, 11/27/23

Figure 3.182 shows the fire hazard severity zones in and around Inverness Park.

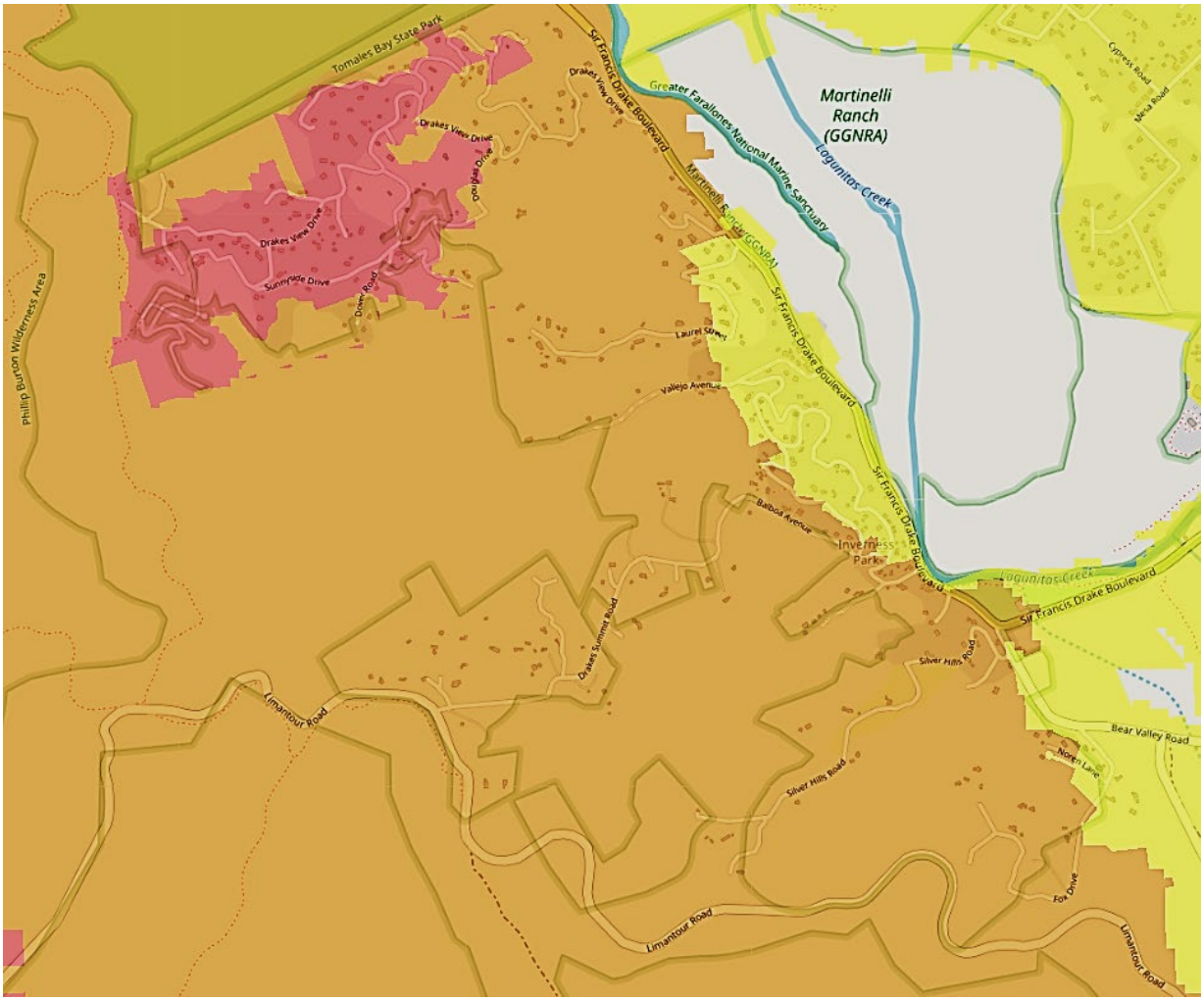


Figure 3.182: Fire Hazard Severity Zones – Inverness Park
Source: CalFire, 11/27/23

Figures 3.183 and 3.184 show the fire hazard severity zones in and around Inverness.

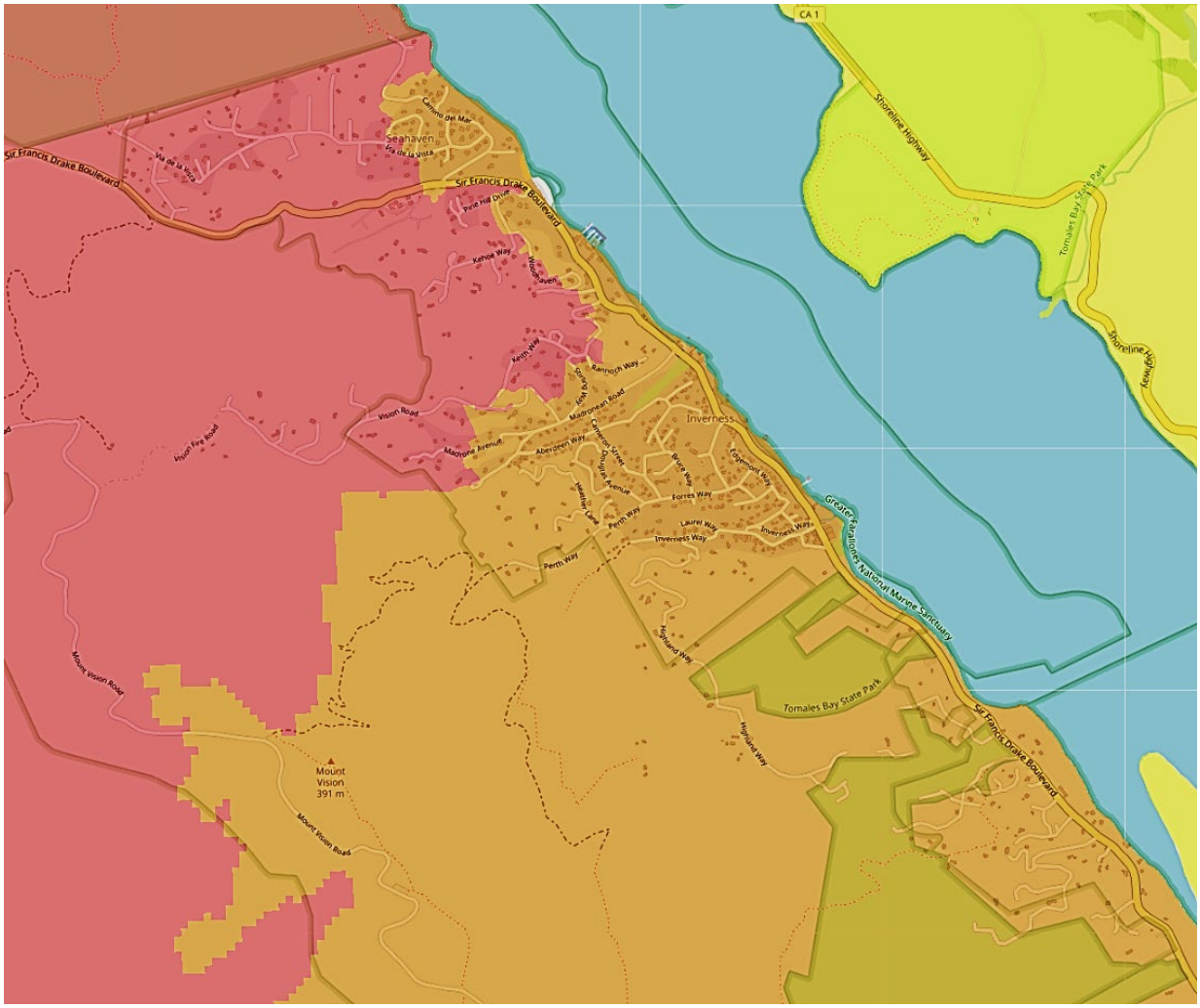


Figure 3.183: Fire Hazard Severity Zones – Inverness
Source: CalFire, 11/27/23

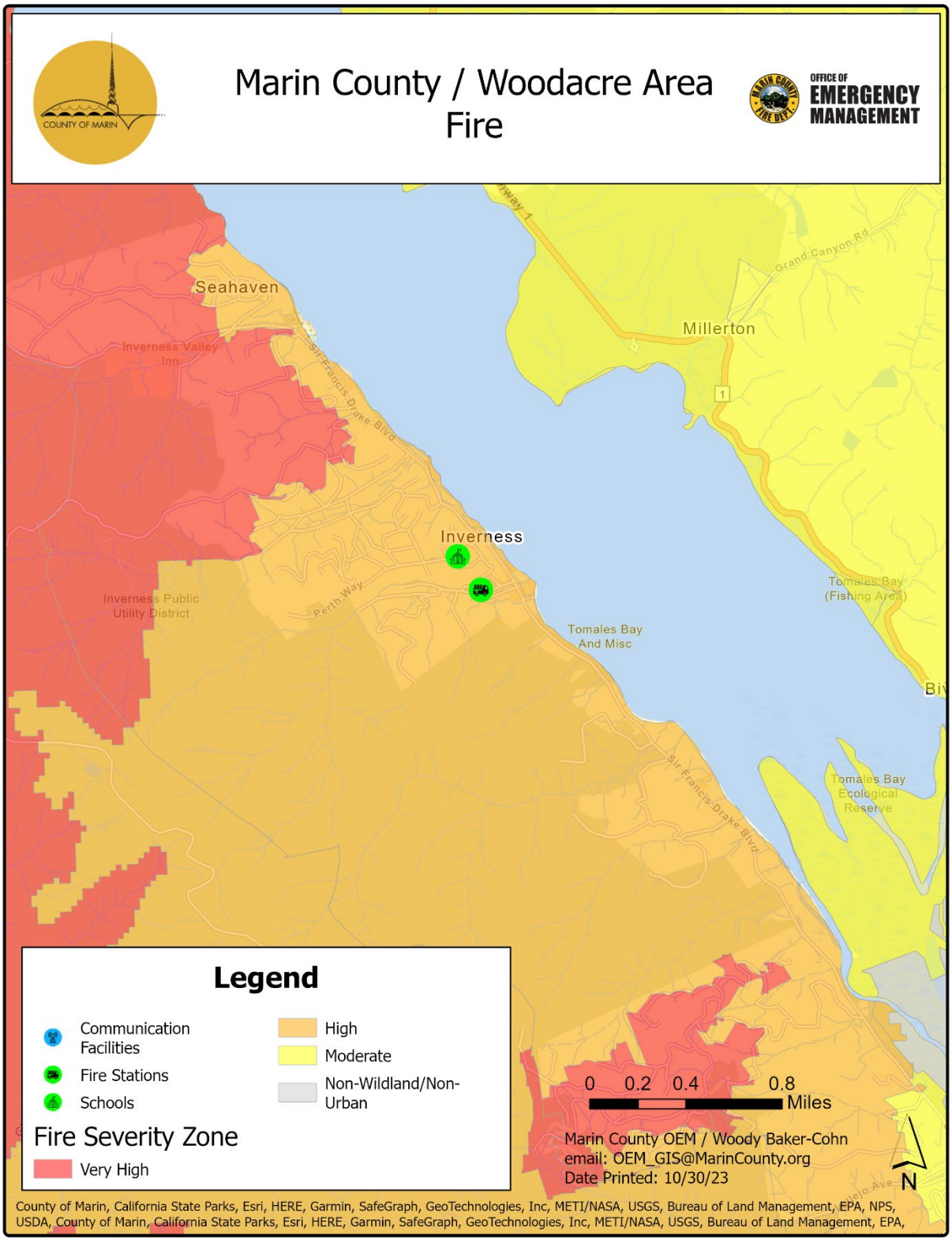


Figure 3.184: Fire Hazard Severity Zones – Inverness Area
Source: CalFire

Figure 3.185 shows the fire hazard severity zone in and around the Marconi/Marshall Area.



Figure 3.185: Fire Hazard Severity Zones – Marconi/Marshall Area
Source: CalFire, 11/27/23

Figure 3.186 shows the fire hazard severity zones in and around the McDonald/Blakes Landing area.

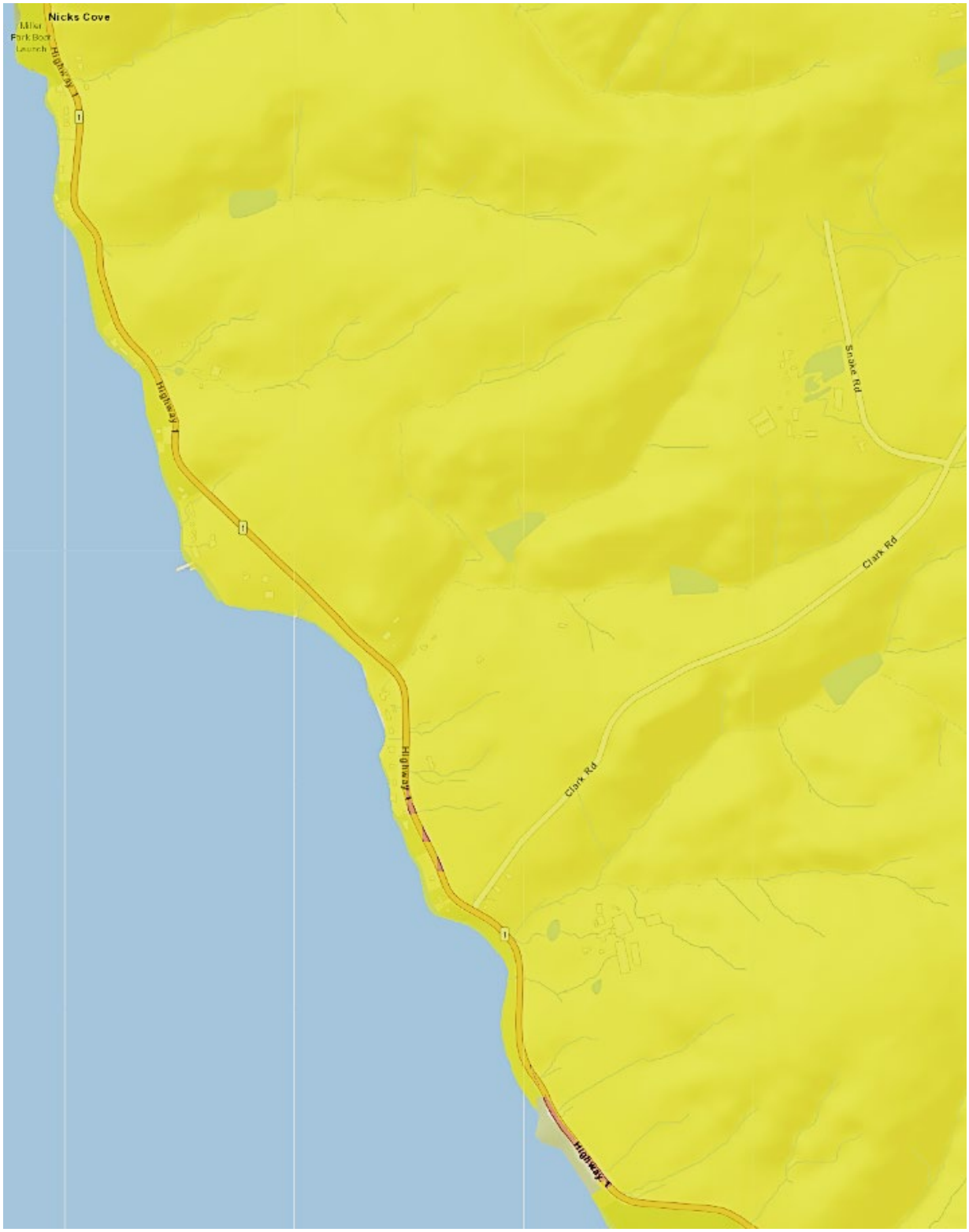


Figure 3.186: Fire Hazard Severity Zones – McDonald/Blakes Landing Area
Source: CalFire, 11/27/23

Figure 3.187 shows the fire hazard severity zone in and around the Tomales area.

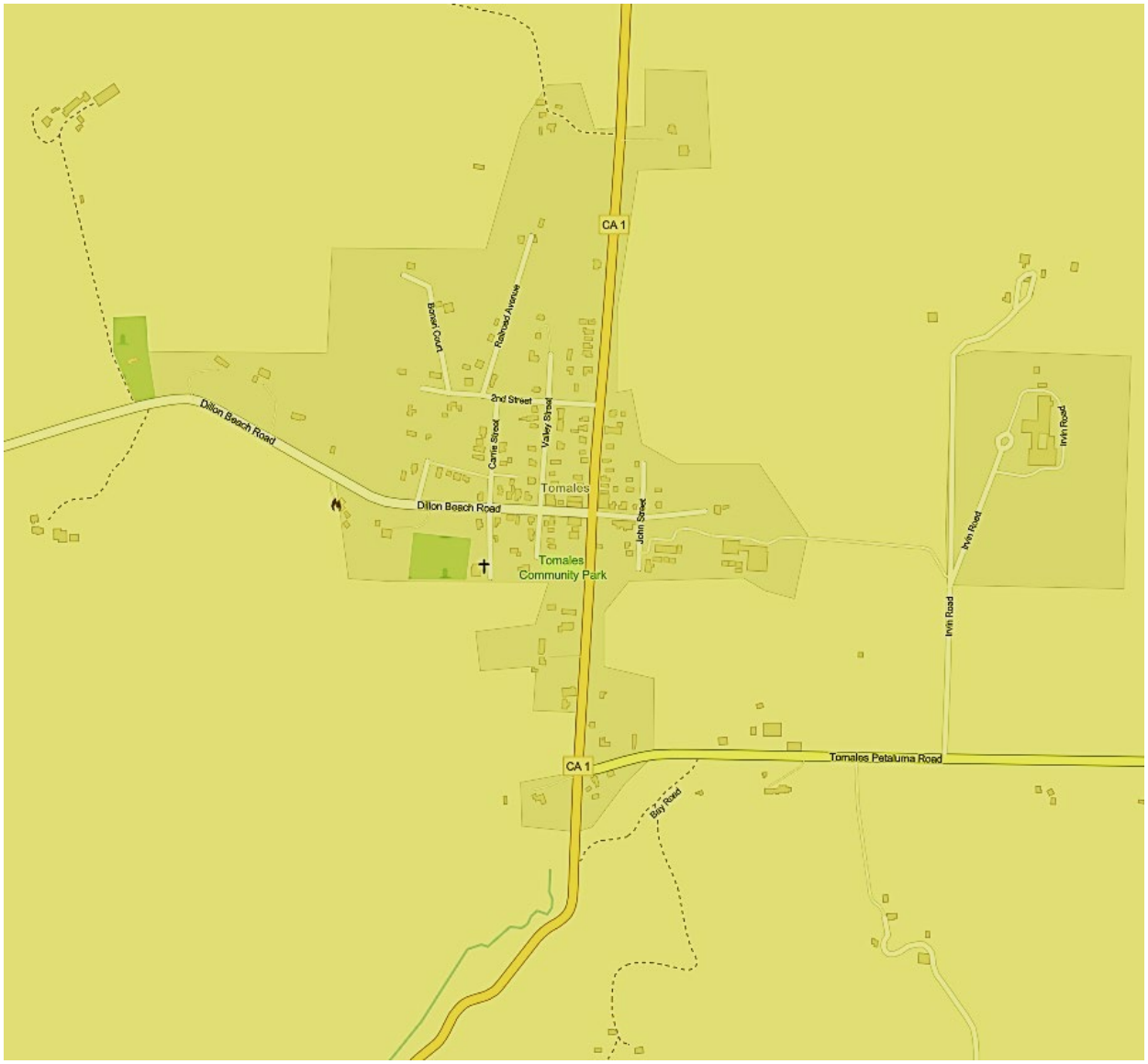


Figure 3.187: Fire Hazard Severity Zones – Tomales
Source: CalFire, 11/27/23

Figure 3.188 shows the fire hazard severity zone in and around the Dillon Beach area.



Figure 3.188: Fire Hazard Severity Zones – Dillon Beach
Source: CalFire, 11/27/23

Figure 3.189 shows the fire hazard severity zones in and around the Dogtown area.

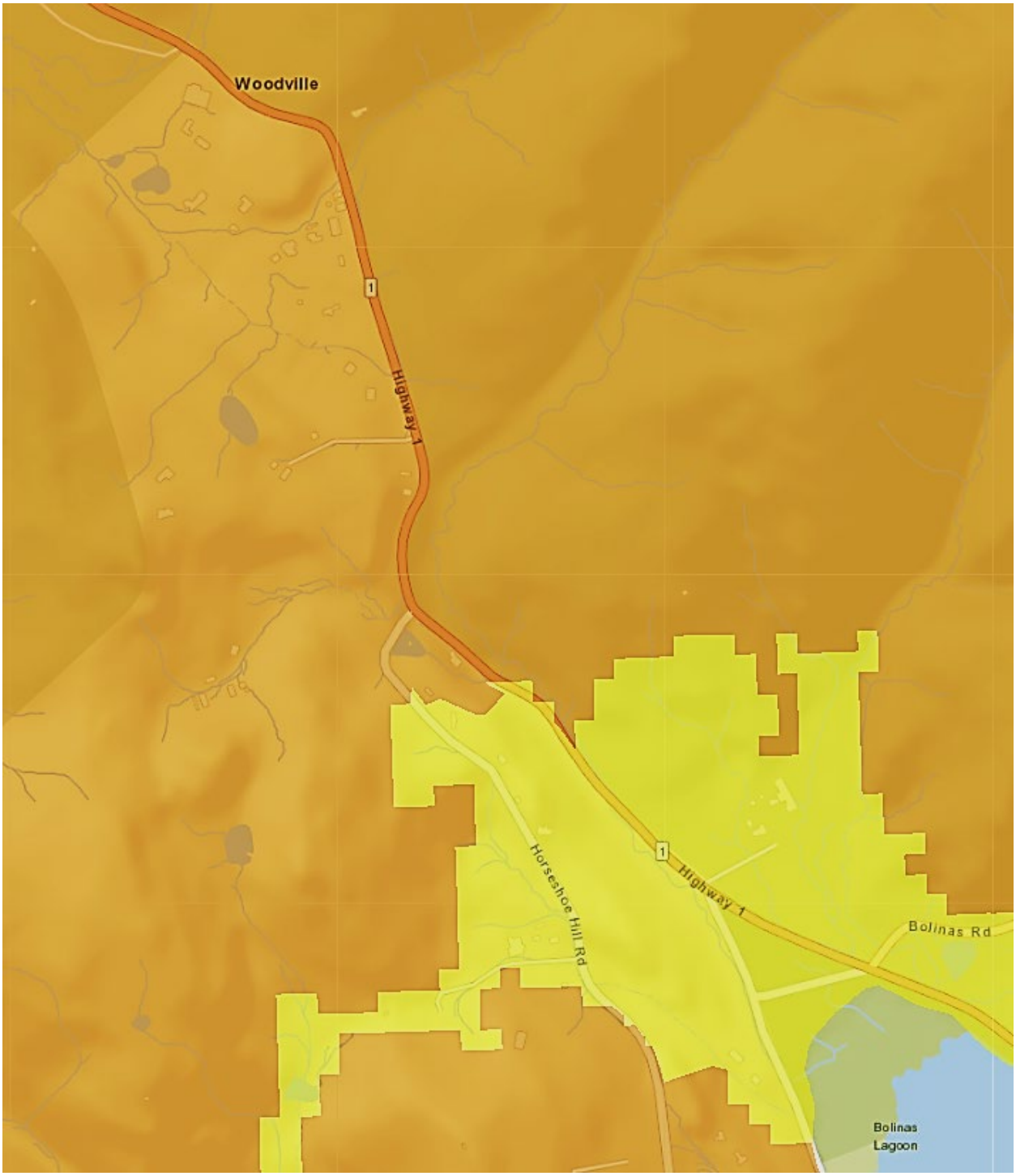


Figure 3.189: Fire Hazard Severity Zones – Dogtown
Source: CalFire, 11/27/23

Figure 3.190 shows the fire hazard severity zones in and around the Bolinas area.

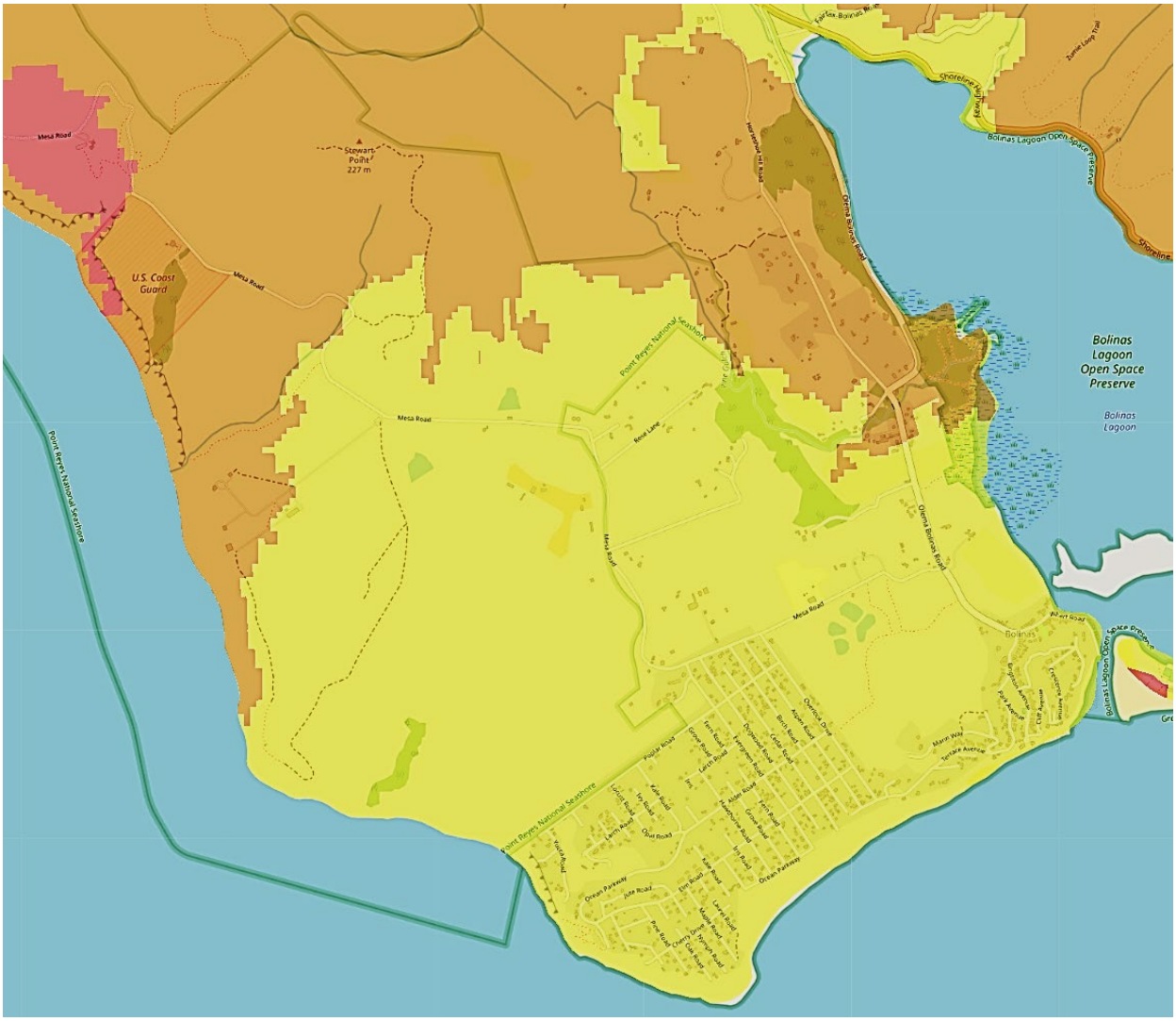


Figure 3.190: Fire Hazard Severity Zones – Bolinas
Source: CalFire, 11/27/23

Figure 3.191 and Figure 3.192 shows the fire hazard severity zone in and around the Stinson Beach area.



Figure 3.191: Fire Hazard Severity Zones – Stinson Beach and Surrounding Area
Source: CalFire, 11/27/23

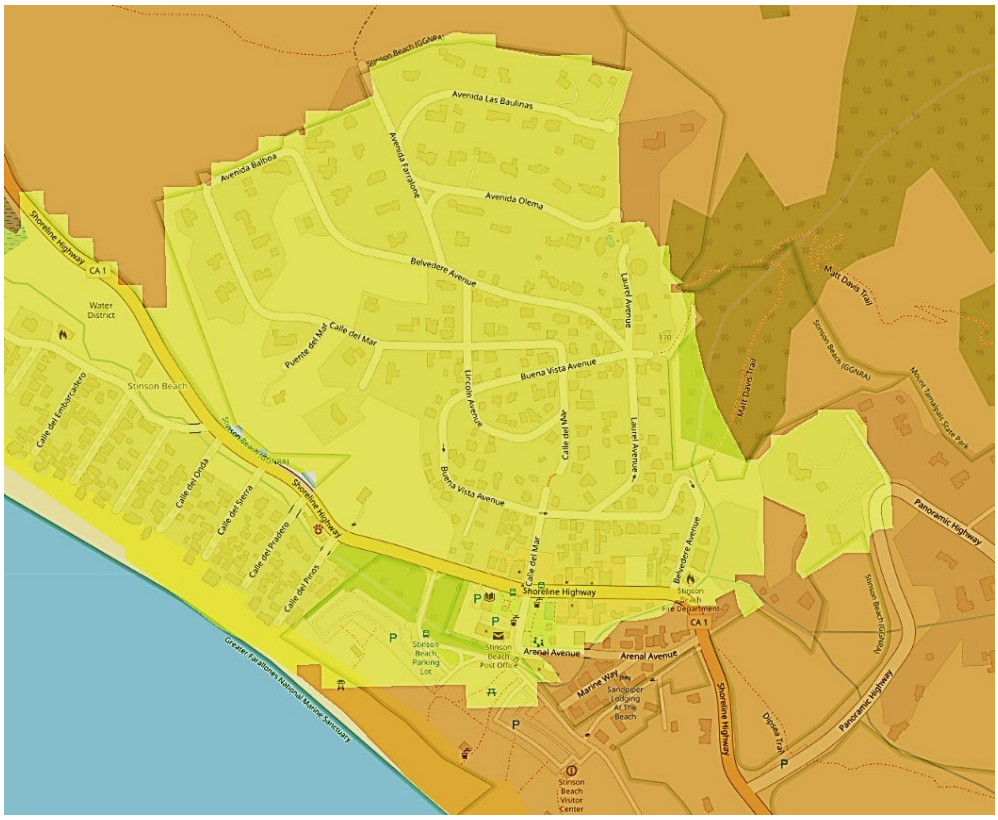


Figure 3.192: Fire Hazard Severity Zones – Stinson Beach
Source: CalFire, 11/27/23

Figure 3.193 shows the fire hazard severity zone in and around the Muir Beach area.

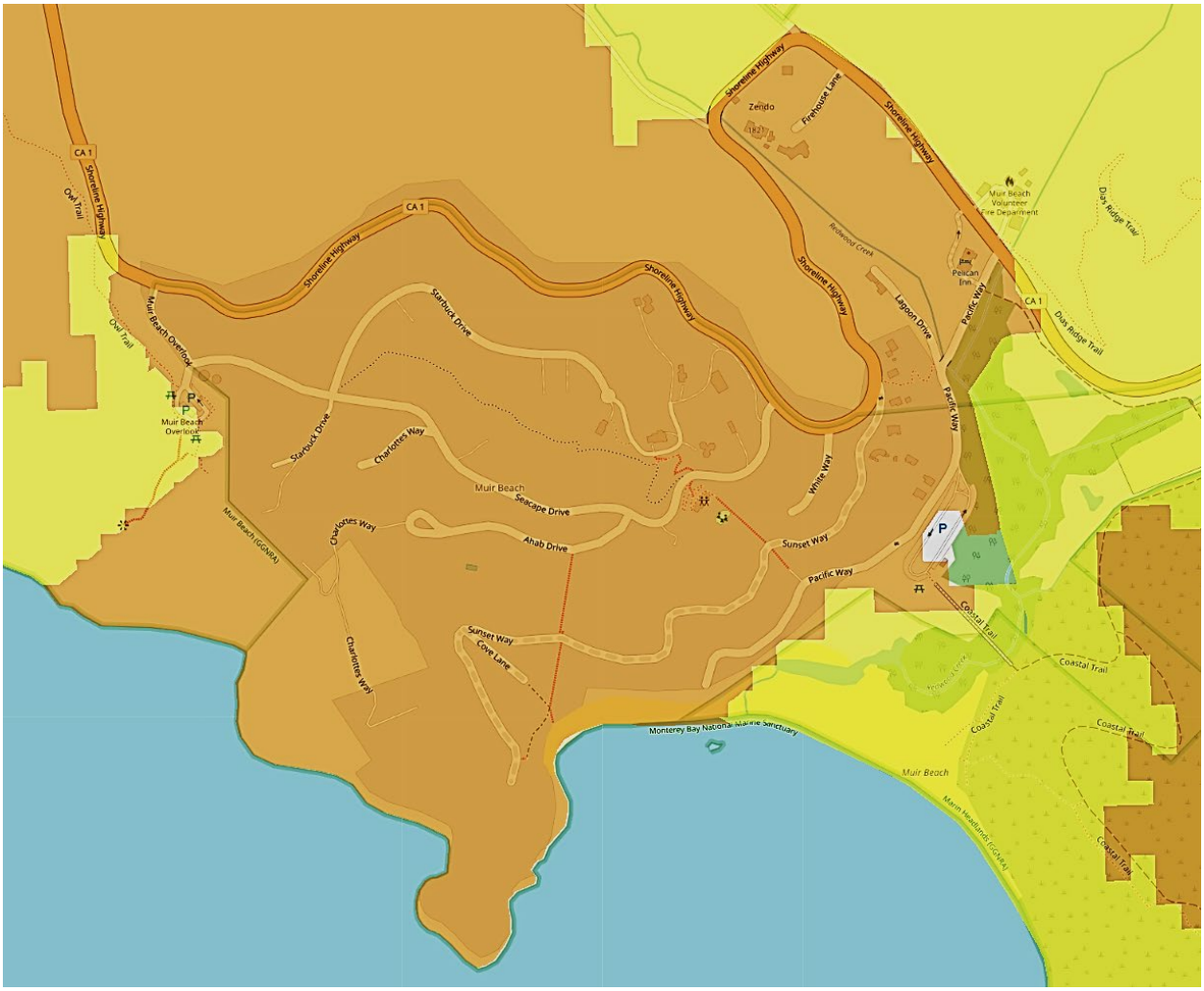


Figure 3.193: Fire Hazard Severity Zones – Muir Beach
Source: CalFire, 11/27/23

Figure 3.194 shows the fire hazard severity zones in and around Tamalpais Valley and Marin City.

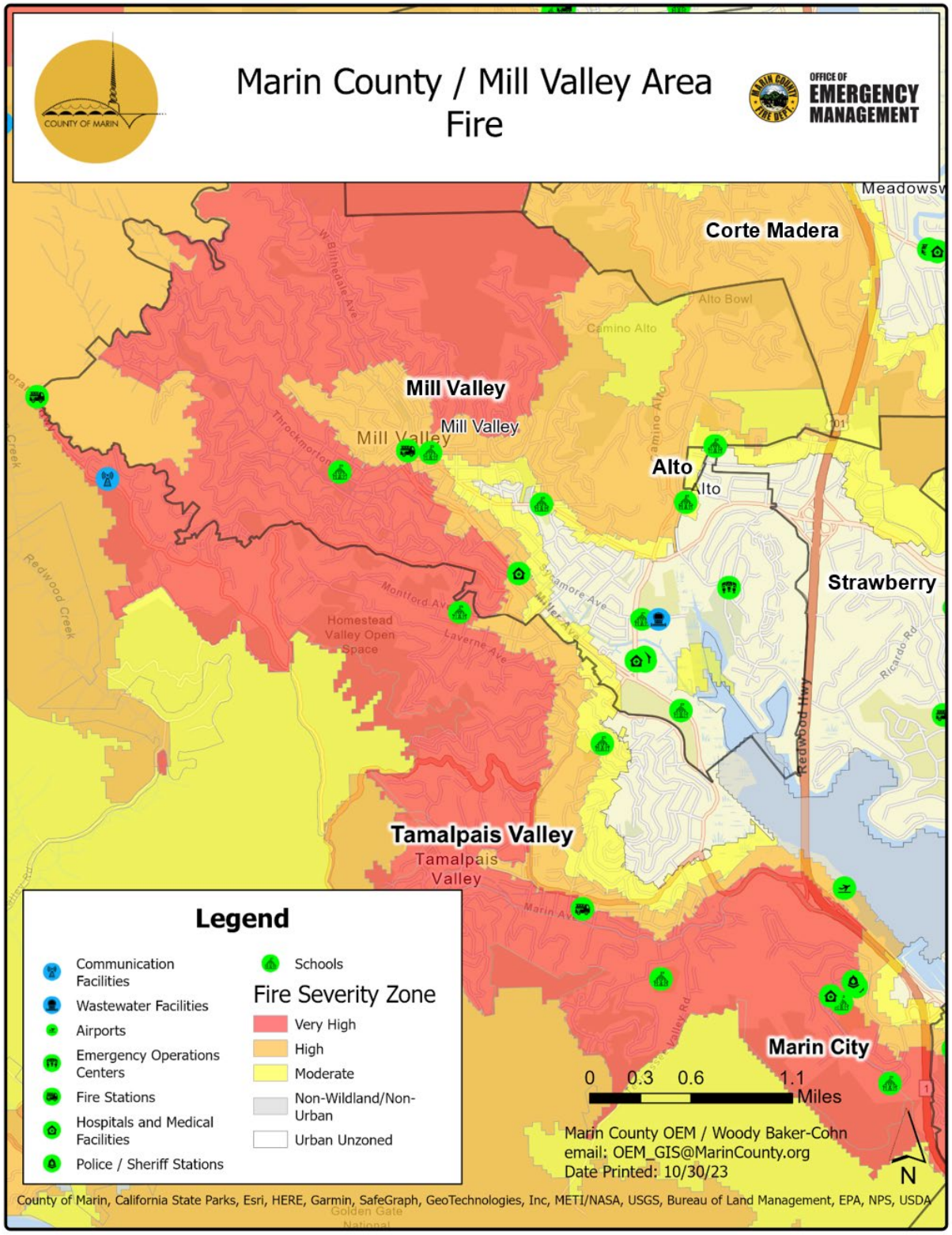


Figure 3.194: Fire Hazard Severity Zones – Tamalpais Valley and Marin City
Source: CalFire

Figure 3.195 shows the fire hazard severity zone in and around the unincorporated area of the Tiburon Peninsula, including Paradise Cay.

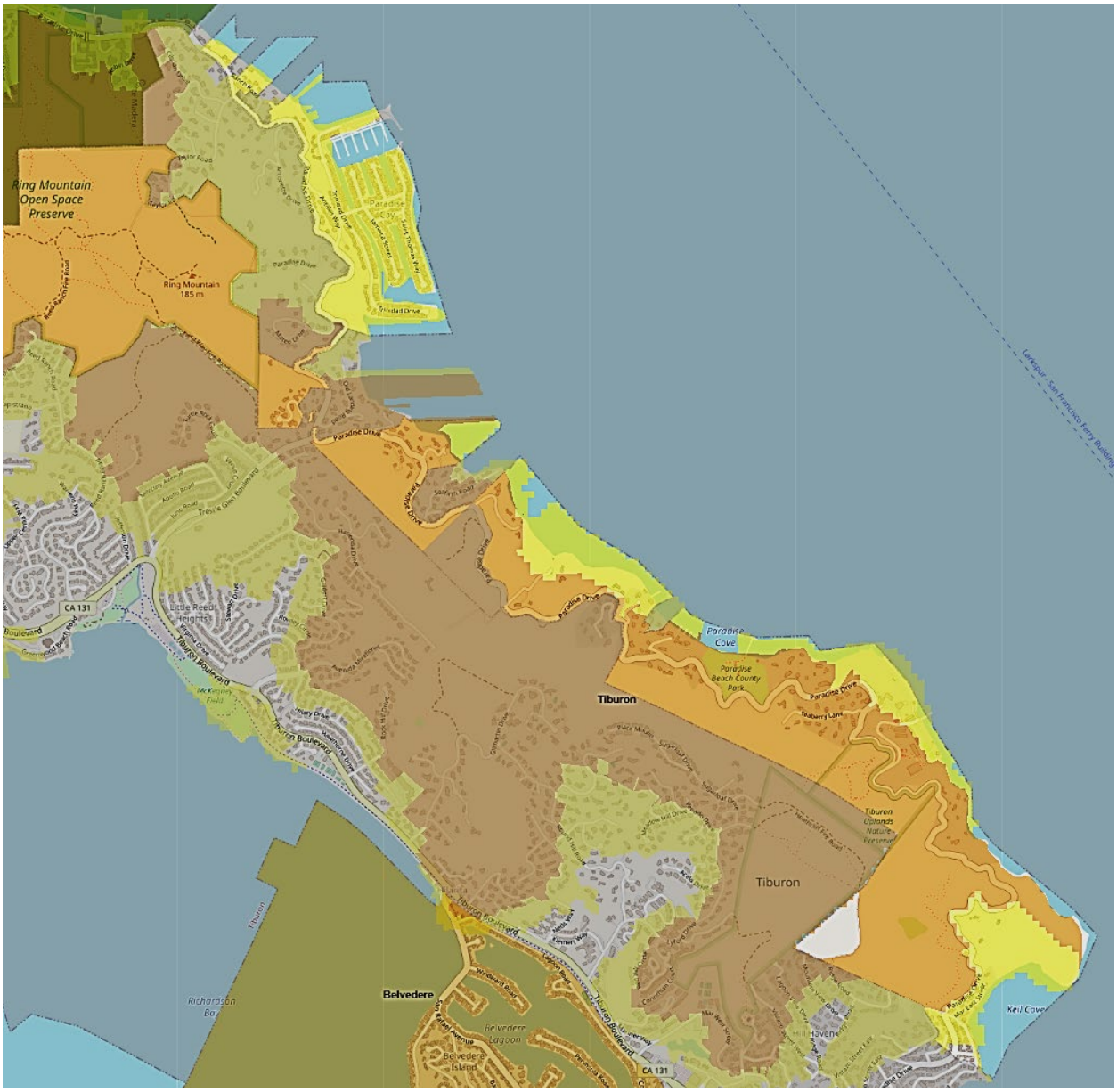


Figure 3.195: Fire Hazard Severity Zone – Unincorporated Tiburon Peninsula and Paradise Cay
Source: CalFire, 11/27/23

Figure 3.196 shows the fire hazard severity zone in and around San Quentin.



Figure 3.196: Fire Hazard Severity Zones – San Quentin
Source: CalFire, 11/27/23

Figure 3.197 shows the fire hazard severity zones in and around Lucas Valley and Marinwood.

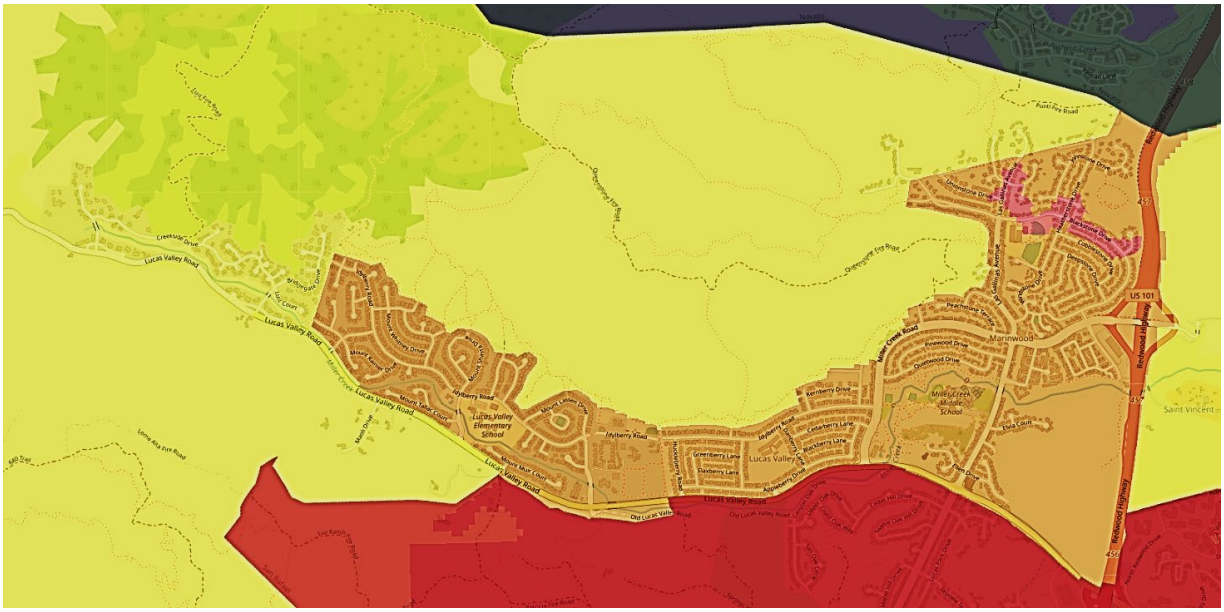

Lucas Valley Road
Creekside Drive
Mount Lassen Drive
Mount Tamalpais Court
Mount Tamalpais Drive
Mount Vernon Drive
Mount Wilson Court
Mount Wilson Drive
Mount Lassen Court
Mount Lassen Drive
Mount Tamalpais Road
Mount Tamalpais Terrace
Mount Tamalpais Way
Mount Vernon Court
Mount Vernon Drive
Mount Wilson Drive
Mount Wilson Way
Mount Lassen Way
Mount Tamalpais Circle
Mount Tamalpais Court
Mount Vernon Way
Mount Wilson Court
Mount Wilson Terrace
Mount Lassen Terrace
Mount Tamalpais Drive
Mount Vernon Terrace
Mount Wilson Circle
Mount Lassen Circle
Mount Tamalpais Terrace
Mount Vernon Circle
Mount Wilson Terrace
Mount Lassen Court
Mount Tamalpais Way
Mount Vernon Court
Mount Wilson Court
Mount Lassen Drive
Mount Tamalpais Circle
Mount Vernon Drive
Mount Wilson Drive
Mount Lassen Terrace
Mount Tamalpais Court
Mount Vernon Terrace
Mount Wilson Circle
Mount Lassen Way
Mount Tamalpais Drive
Mount Vernon Way
Mount Wilson Court
Mount Lassen Circle
Mount Tamalpais Terrace
Mount Vernon Circle
Mount Wilson Terrace
Mount Lassen Court
Mount Tamalpais Way
Mount Vernon Court
Mount Wilson Drive
Mount Lassen Drive
Mount Tamalpais Circle
Mount Vernon Drive
Mount Wilson Way

Figure 3.198 shows the fire hazard severity zones in and around the unincorporated area of Bel Marin Keys and Loma Verde.

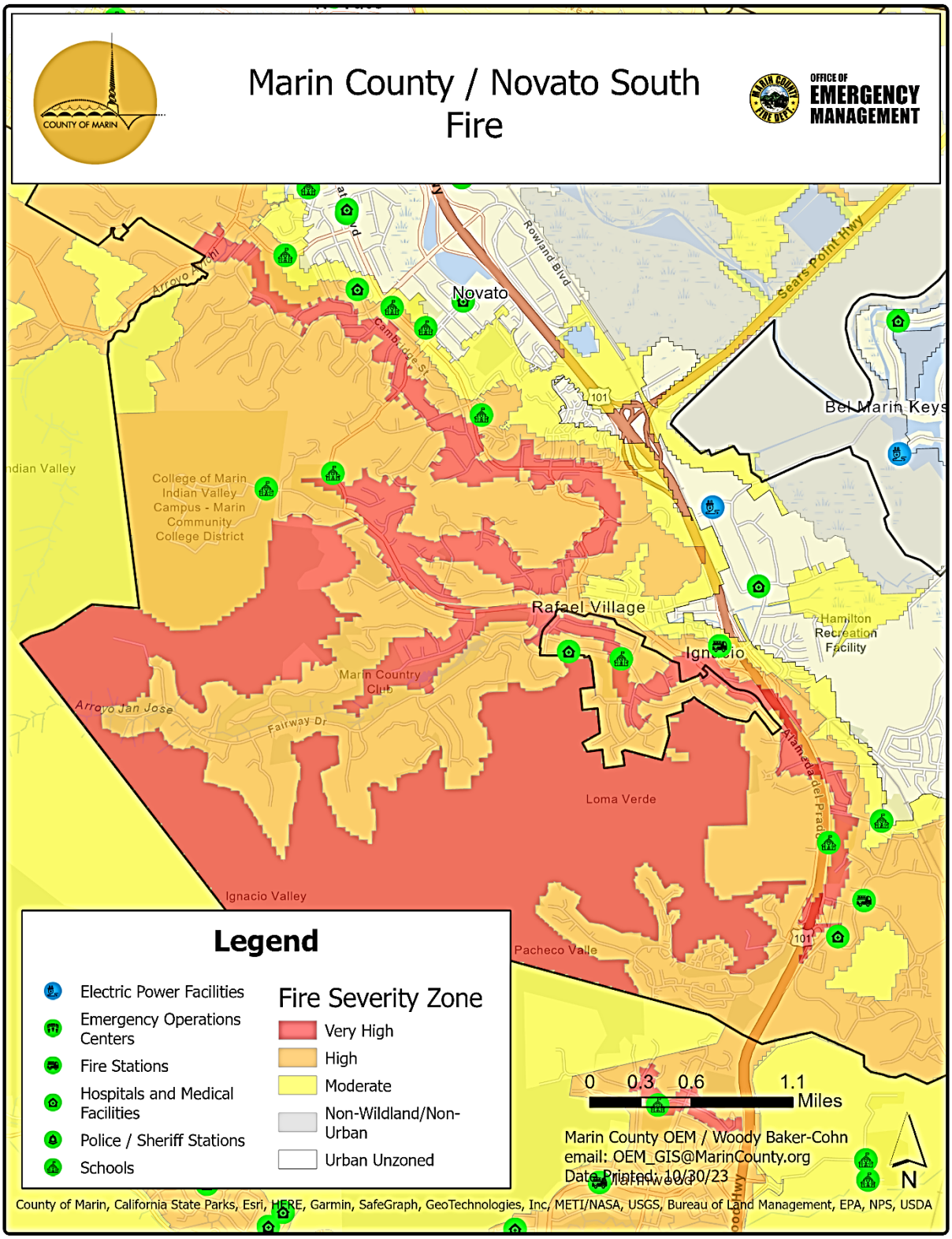


Figure 3.198: Fire Hazard Severity Zone – Bel Marin Keys and Loma Verde
Source: CalFire

Figure 3.199 shows the fire hazard severity zone around San Antonio and the Marin County airport.

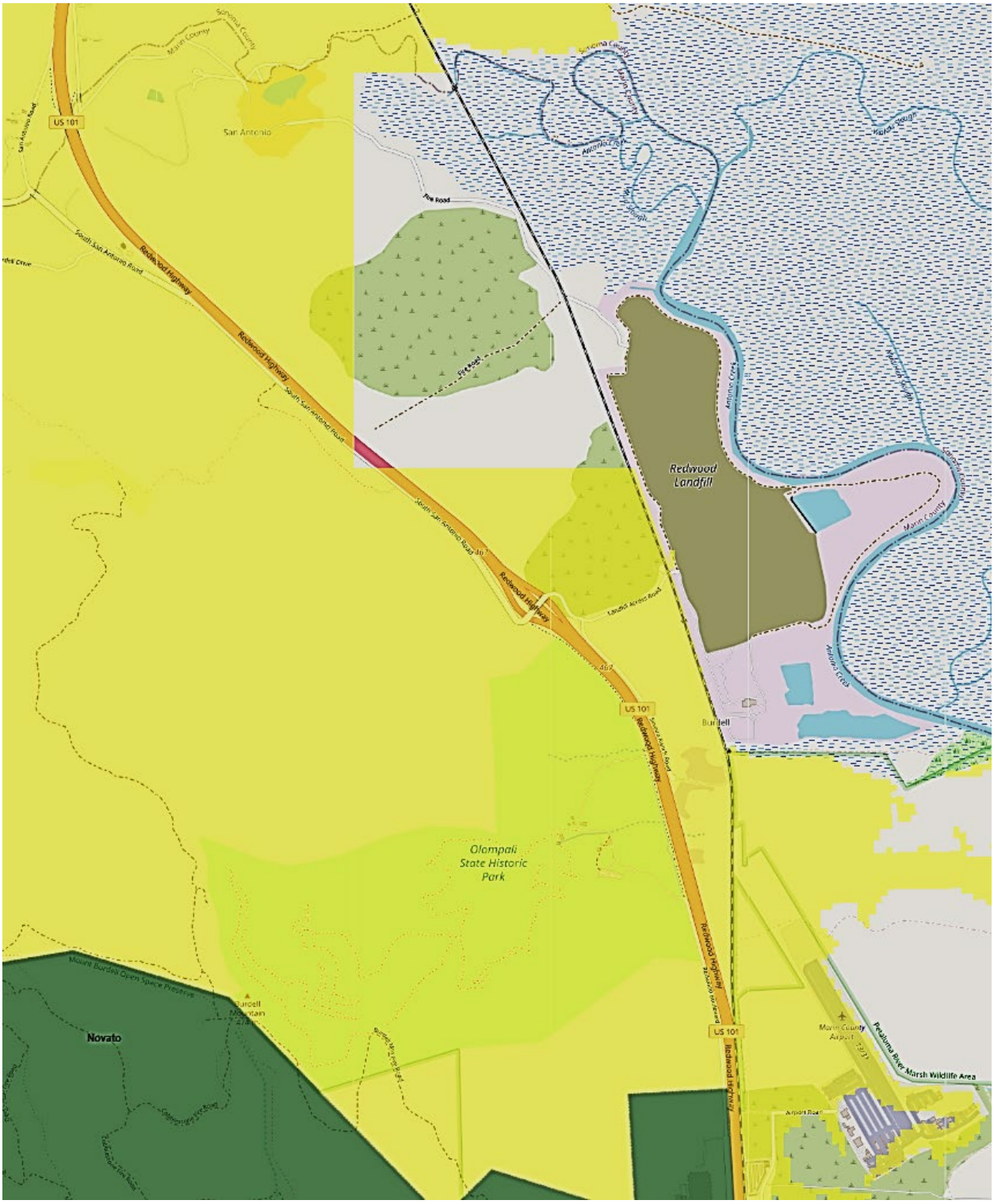


Figure 3.199: Fire Hazard Severity Zone – San Antonio & Marin County Airport
Source: CalFire, 11/27/23

Figure 3.200 shows the number of state and federal declared wildfire disasters in Marin County in relation to the rest of California.

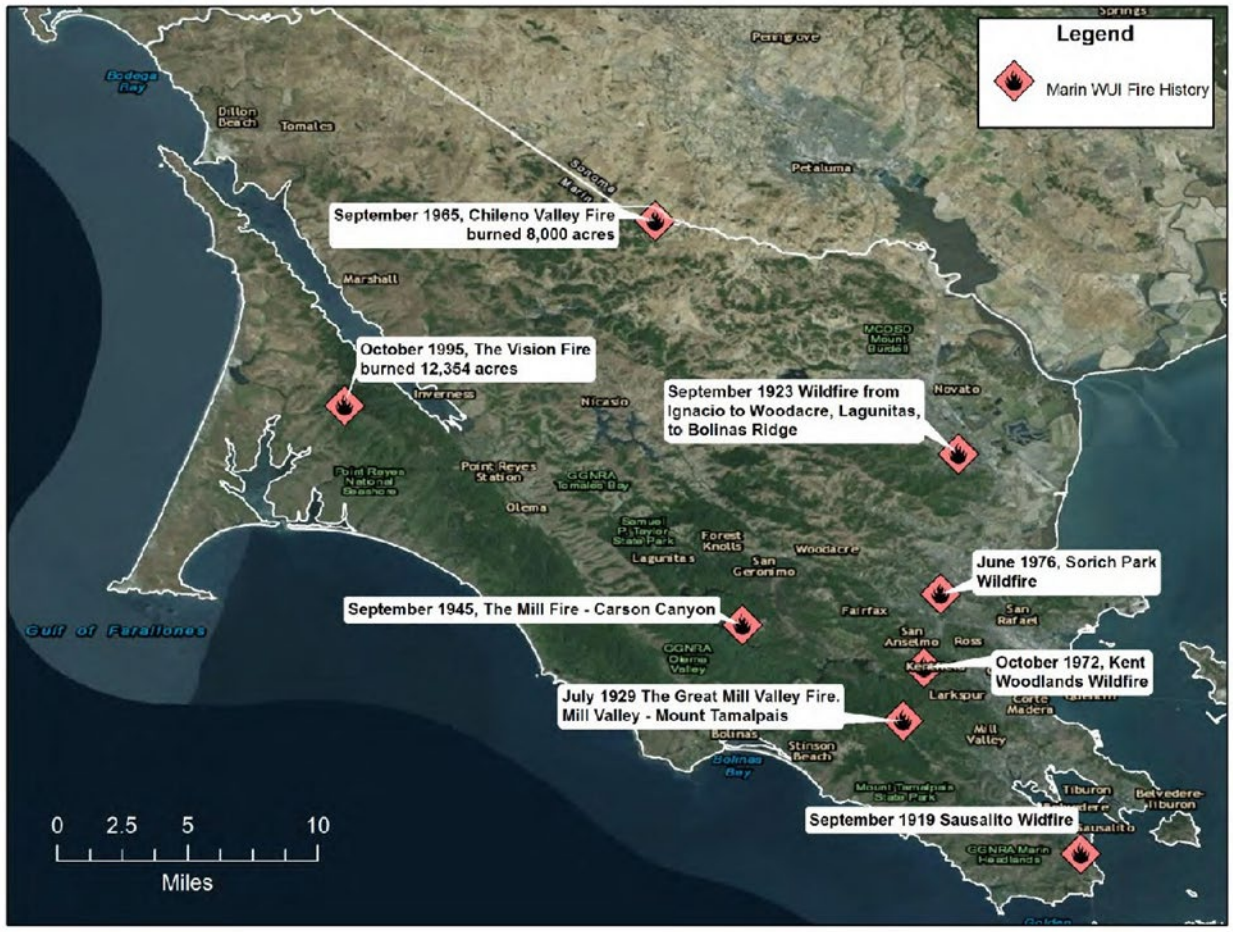


Figure 3.200: Historic Wildfires in the Marin County OA 1919 - 1995
Source: Marin Community Wildfire Protection Plan

Throughout its history, Marin County has experienced many wildland fires. Figure 3.201 shows a map of large fires that have occurred in Marin County's unincorporated WUI.

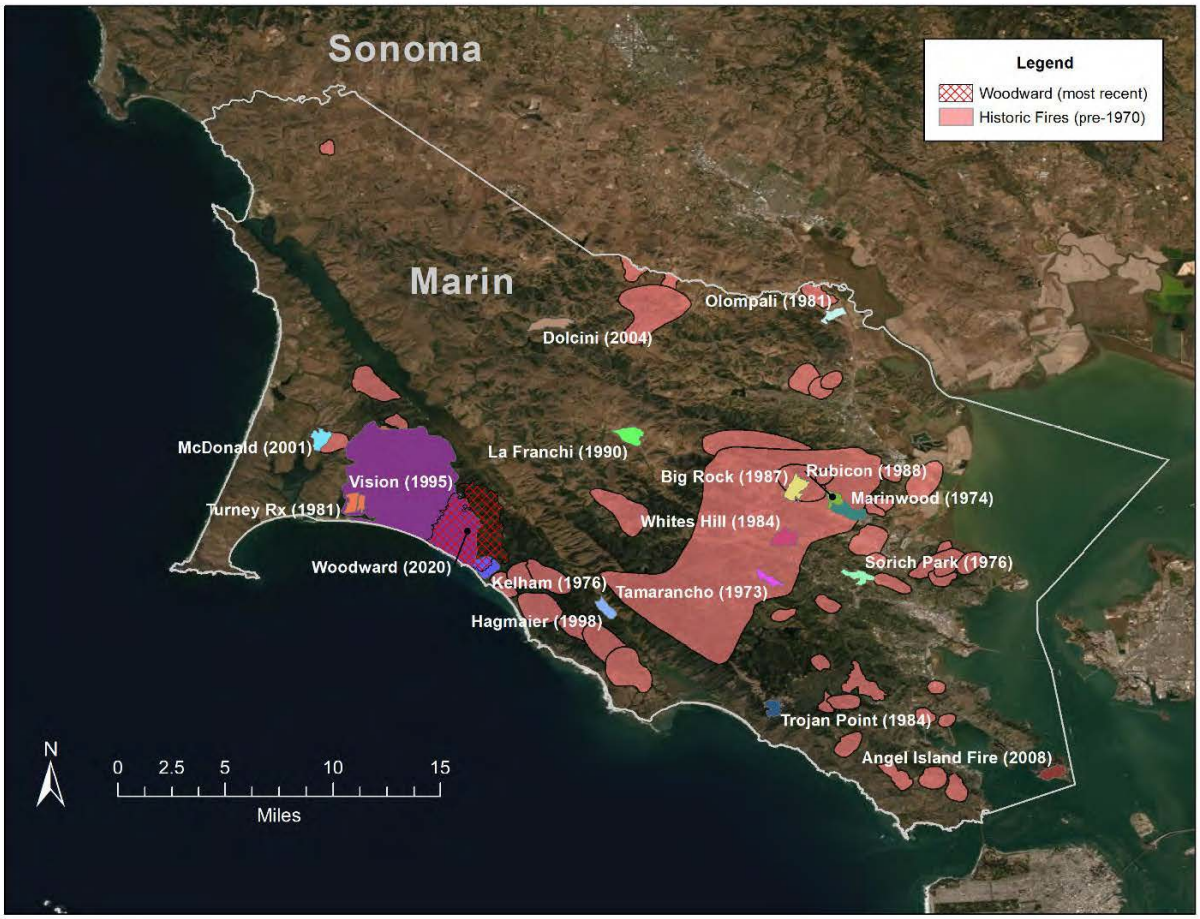


Figure 3.201: Historic Wildfires in the Marin County OA 1973 - 2020
Source: Marin Community Wildfire Protection Plan

9/14/1904 – A wildfire burned 15,000-20,000 acres on Bolinas Ridge.

10/1917 – A wildfire burned 2,000 acres on a ridge near the unincorporated community of Inverness.

7/8/1913 – A wildfire started by a train or a discarded cigarette burned over 1,500 acres on Mount Tamalpais and threatened the City of Mill Valley.

9/17/1923 – September 1923 Wildfire
A wildfire started in the unincorporated community of Ignacio and threatened or destroyed thousands of homes around the unincorporated communities of Ignacio, Woodacre, Lagunitas, and Bolinas Ridge. Thirty-five homes were destroyed in Woodcare, leaving only five left standing. Large areas of timber and grazing land burned. Damage was estimated at $250,000.

9/27/1945 – The Mill Fire
Two brush fires merged together near the unincorporated community of Lagunitas and quickly spread across Bolinas Ridge coming within a quarter mile of the unincorporated community of Stinson Beach. The unincorporated community of Woodacre and the Town of Fairfax were threatened, with over 3,000 residents put on alert for evacuation. Over 18,000 acres burned.

9/1965 – Chileno Valley Fire
Over 8,000 acres burned and several ranches were destroyed in a wildfire.

10/3-10/16/1995 – The Vision Fire
A wildfire started from an illegal campfire burned over 12,000 acres in Point Reyes National Seashore and destroyed 48 structures in the unincorporated community of Inverness.



Figure 3.202: 1995 Vision Fire
Source: Richard Blair

10/13/2008 – Angel Island Fire
A human-caused wildfire burned over 300 acres on Angel Island in Angel Island State Park. No structures were destroyed.

8/27/2019 – Spirit Fire
A wildfire started by arson burned 16 acres above the Sprit Rock Meditation Center near Woodacre.

10/24/2019 – Muir Fire
A 58-acre wildfire burned between the unincorporated communities of Muir Beach and Stinson Beach, closing Highway 1.

8/17/2020 – Woodward Fire
A wildfire burned over 700 acres in a remote area of Point Reyes National Seashore, causing evacuation warnings in the unincorporated community of Olema.

7/14/2021 – Dolcini Fire
A wildfire burned over thirty acres west of Novato.

9/6/2021 – Lucas Valley Wildfire
A wildfire started by a lawn mower burned over 40 acres, prompting evacuations in parts of the unincorporated communities of Lucas Valley and Marinwood.

As part of the CWPP, Ignition data for all authorities having jurisdiction were acquired and analyzed for 2002 through 2011 to evaluate ignition trends within the county.

Impacts

Potential losses from wildfire include human life, structures and other improvements, natural and cultural resources, quality and quantity of water supplies, cropland, timber, and recreational opportunities. Urban wildfires often occur in the WUI, where development has expanded into the rural areas. A wildfire in the WUI can result in major losses of property and structures. Also of significant concern to the planning area are the secondary impacts associated with a large burn area. Wildfires can have devastating effects on watersheds through loss of vegetation and soil erosion, which may impact the County by changing runoff patterns, increasing sedimentation, reducing natural and reservoir water storage capacity, and degrading water quality. These problems can be compounded by climate conditions.

Although the physical damages and casualties arising from wildland-urban interface fires may be severe, it is important to recognize that they also cause significant economic impacts by resulting in a loss of function of buildings and infrastructure. In some cases, the economic impact of this loss of services may be comparable to the economic impact of physical damages or, in some cases, even greater. Economic impacts of loss of transportation and utility services may include traffic delays/detours from road and bridge closures and loss of electric power, potable water, and wastewater services. Threats to healthcare, hazmat releases, ash deposition on properties (including schools), need for proper cleanup, and high costs of hazardous waste cleanup. Both environmental and economic losses occur from contamination of properties which grow produce, both for personal sustenance and commercial distribution. Wildfires and subsequent smoke can have a negative impact on tourism and visitor use in the County. Wildfires can also cause major damage to power plants and power lines needed to distribute electricity to operate facilities.

Urban structural fires release toxic pollutants into air and water, cause injuries and deaths, mental/behavioral health issues, economic loss consequences of loss/damage to residences or places of business, displacement, cleanup costs to communities and governments, potential increased healthcare utilization due to injuries or chronic disease exacerbations, long term public health impacts including injuries to the response personnel.

There is also a mitigation opportunity. Even though smoke detectors are required in CA, there is no data on how many residential units in CA do not have a smoke detector, whether they have functioning smoke detectors, and whether residents are aware where to place them and how to maintain them. Conducting a rapid community assessment using established methods is one way to gather this information, which could be considered a mitigation action.

Poor air quality can result from wildfires. Sensitive individuals including the very young, elderly and those with respiratory conditions such as asthma and chronic obstructive pulmonary disease (COPD) are at the greatest risk of developing aggravated symptoms such as coughing, watery and itchy eyes, headache, scratchy throat, and difficulty in breathing.

PSPS events can have numerous impacts on residents who rely on electricity for cooling their homes, powering water pumps, keeping critical medical equipment operating, and who have other critical needs. These impacts can become exacerbated during a period of higher temperatures, when community members are unable to cool their homes. PSPS events sometimes occur with little to no warning, and with no clear timeframe on how long the event may last, which presents a challenging situation for community members to be able to prepare for prolonged power outages.

Extent and Probability

Wildfire threat can be defined as the result of an analysis of potential fire behavior and the likelihood of fire to occur relative to the assets (or communities) at risk. Recent research indicates that higher summer temperatures will likely increase fire severity in California. Future changes in fire frequency and severity are difficult to predict; however, regional climate change associated with elevated greenhouse gas concentrations could alter large weather patterns and produce conditions conducive to extreme fire behavior. A warmer climate will bring drier winters and higher spring temperatures. Combined with drought conditions, this leads to drier soils in early summer, drier vegetation, and an increase in the number of days in the year with flammable fuels, all which further raise the likelihood of fires.

The western U.S. is likely to continue its trend toward warmer and drier conditions, on average, with warmer spring and summer temperatures, reduced snowpack and earlier snowmelts, and longer, drier summer fire seasons. Models and observations, including reconstructions of fire and climate in the past; trends over the last few decades; and predictive models, predict that warming and drying conditions are likely to cause increased fire activity in the future.

Table 3.20: Marin County OA Hazard Risk Assessment – Wildfire

Jurisdiction	Probability/ Likelihood of Future Events	Geographic Extent	Magnitude/ Severity	Climate Change Influence	Significance	Risk Score
Marin County	Highly Likely	Significant	Severe	High	High	**16.00**
City of Belvedere	Highly Likely	Limited	Extreme	Medium	High	**15.00**
Town of Corte Madera	Occasional	Significant	Extreme	High	High	**15.00**
Town of Fairfax	Highly Likely	Significant	Severe	Medium	Medium	**14.00**
City of Larkspur	Likely	Significant	Extreme	High	High	**16.00**
City of Mill Valley	Likely	Extensive	Severe	High	High	**16.00**
City of Novato	Likely	Limited	Weak	Medium	Medium	**10.00**
Town of Ross	Likely	Extensive	Severe	Medium	High	**15.00**
Town of San Anselmo	Likely	Extensive	Extreme	High	High	**17.00**
City of San Rafael	Likely	Significant	Severe	High	Medium	**14.00**
City of Sausalito	Occasional	Limited	Moderate	High	Medium	**11.00**
Town of Tiburon	Highly Likely	Significant	Severe	High	High	**16.00**

Bolinas Public Utility District	Occasional	Extensive	Severe	High	Medium	**14.00**
Las Gallinas Valley Sanitary District	Likely	Negligible	Moderate	Medium	Medium	**10.00**
North Marin Water District	Occasional	Extensive	Extreme	Medium	High	**15.00**
Southern Marin Fire District	Occasional	Extensive	Severe	High	Medium	**15.00**

Table 3.20: Marin County OA Hazard Risk Assessment – Wildfire
Source: Profiled Jurisdictions and Districts

Vulnerability

While the Cal Fire FHSZ maps are useful in examining potential fire hazard severity at the state level, the underlying data and methods used to develop the FHSZ maps can be improved upon by using local (and more recent) fuel characteristics and improved fire modeling methods. The Cal Fire FHSZ maps also do not take into account local perspectives and priorities regarding communities at risk and areas of concern.

To improve upon the currently available state-level fire hazard assessment information, an independent hazard, asset, risk assessment was performed to help identify and prioritize areas within the county that are potentially at a high threat from wildfire based on more recent fuels data, advanced modeling techniques, and local input. The assessment was performed by modeling potential fire behavior and the probability or likelihood that an area will burn given an ignition. Next, the fire modeling output was combined with areas of concern and assets at risk. Composite maps were generated indicating relative potential fire hazards throughout the county.

Assets at risk are defined as structures and resources that can be damaged or destroyed by wildland fire. Assets in the Marin County OA include real estate (homes and businesses), all types of healthcare facilities, emergency communication facilities, transportation and utility infrastructure, watersheds, protected wildlands, tourist and recreation areas, and agricultural lands. In addition to providing a framework for protecting community members and providing for firefighter safety, the California Fire Plan identifies the following assets warranting consideration in pre-fire planning: watersheds and water; wildlife; habitat; special status plants and animals; scenic, cultural and historic areas; recreation; rangeland; structures; infrastructure; and air quality.

There are approximately 111,000 living units in the Marin County OA with a median home value of approximately $1 million. As many homes in the county are located in the WUI, if a major wildland fire were to result in the loss of many homes, it could have a short-term negative impact on the Marin County OA's property tax base.

The Mt. Tamalpais watershed supplies central and southern Marin County with 75% of their fresh water. Given the area's seasonal rainfall, any major wildfire impacting the heavily forested watershed will result in major silting and subsequent degradation of water quantity and quality in

the watershed. These watershed lands—as well as the lands managed by Marin County Open Space District (MCOSD), state parks, and NPS—are largely contiguous. They harbor several endangered, threatened, and special-status species, including the coho salmon and northern spotted owl.

The area is also part of a major migrating bird flyway and nesting area. The Marin County OA is also a major tourist destination. Major parks within Marin County include California State Parks (Mt. Tamalpais, Samuel P. Taylor, and China Camp), NPS's Golden Gate National Recreation Area (GGNRA), Muir Woods National Monument, and Point Reyes National Seashore. The Point Reyes National Seashore and Muir Woods National Monument together attract 3.5 million visitors annually. The GGNRA, a majority of which resides within Marin County, attracts an additional 14.9 million visitors per year and contributes an estimated $365.2 million annually to the economy. A major wildfire affecting any of these parks could have negative impacts on the local economy for years after the event.

The Marin County OA's agricultural land base includes nearly 137,000 acres of privately owned agriculturally zoned land and 32,000 acres of federally-owned land that is leased to agricultural operators. Agricultural operations include livestock and livestock products; aquaculture; field crops; fruit, vegetable, and nursery crops. The gross value of all agricultural production was approximately $101 million in 2014. To help protect people and property from potential catastrophic wildfire, the National Fire Plan identifies communities that are at high risk of damage from wildfire. These high-risk communities identified within the WUI were published in the Federal Register in 2001. In California, CAL FIRE has the responsibility for managing the list. With California's extensive WUI situation, the list of communities extends beyond just those adjacent to Federal lands; there are 1,329 communities currently on the California Communities at Risk List. The Marin County OA has 23 of these at-risk communities. A countywide assessment of the wildland fire threat undertaken by CAL FIRE revealed that nearly 313,000 acres (approximately 82% of the total land area of the county) are ranked as having moderate to very high fire hazard severity zone ratings.

Using the methodology described in the CWPP, a series of models of the hazards, assets, and risks were completed. One model was the average fire season flame length, with lengths above 8 feet possibly exhibiting the more extreme fire behavior and be relatively more hazardous from a fire suppression perspective. Rate of spread is defined as the rate of forward spread of the fire head expressed in feet per minute. The higher the rate of spread, the more difficult a fire is to suppress. A composite map of the flame length, rate of spread, and population density for the average fire season scenario is shown in Figure 3.203; orange and red show areas where more extreme fire behavior is likely given an ignition.

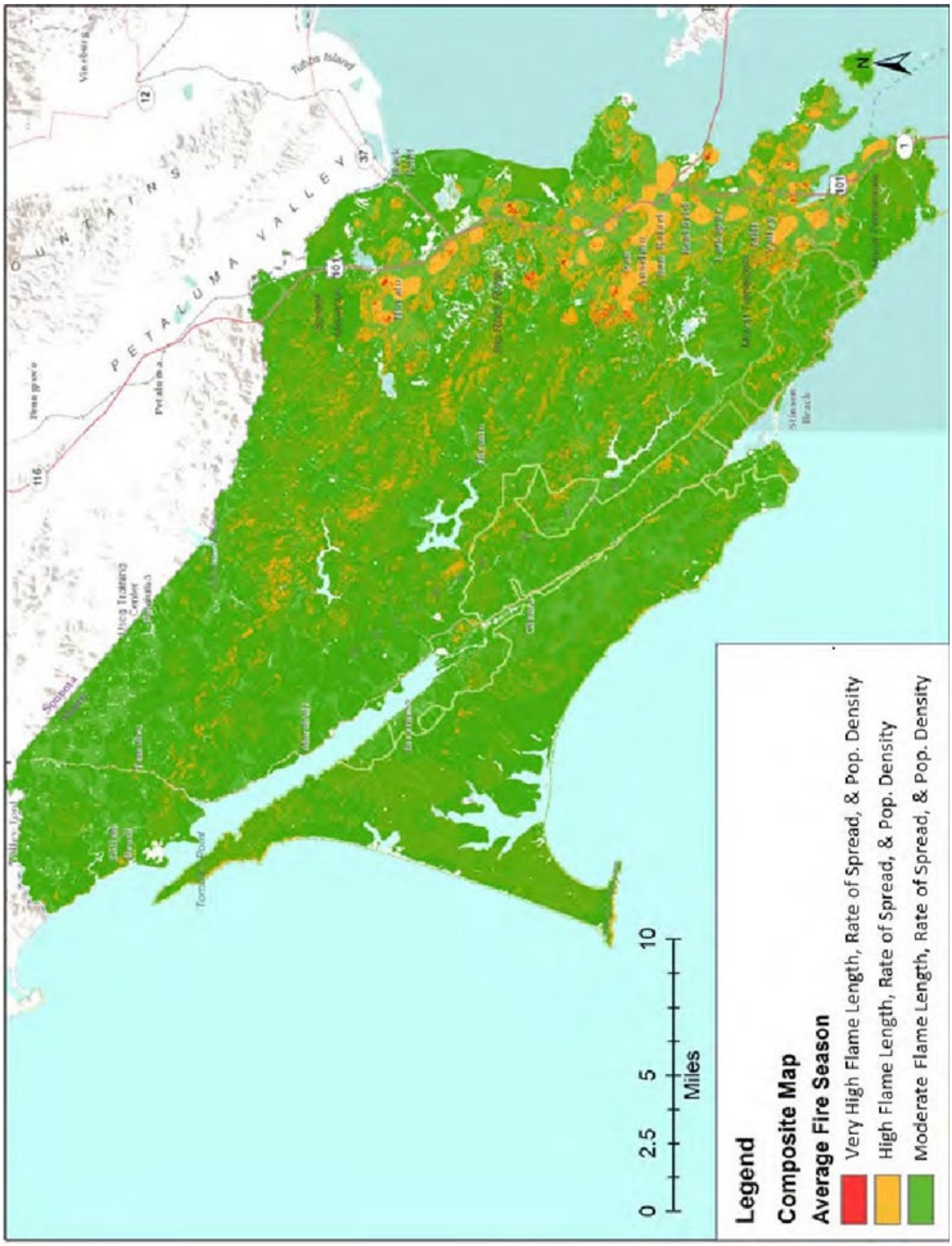


Figure 3.203: Population Density, Flame Length, and Rate of Spread for the Average Fire Season in the Marin County OA
Source: Marin Community Wildfire Protection Plan, 2020

Figure 3.204 shows areas of concern for the average fire season in the OA where fuel reduction and hazard mitigation efforts might be focused.

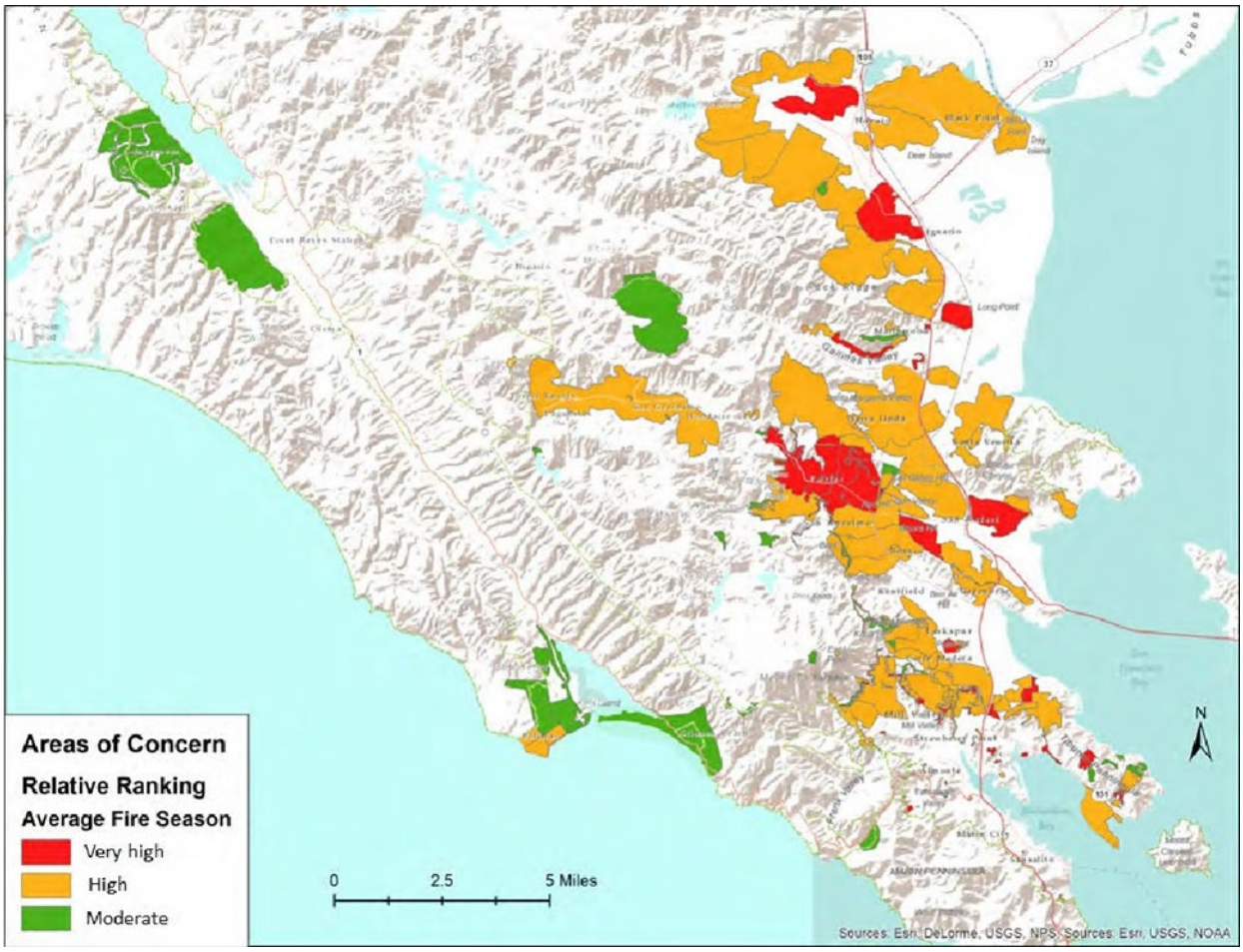


Figure 3.204: Areas of Concern for the Average Fire Season in the Marin County OA
Source: Marin Community Wildfire Protection Plan, 2020

Figure 3.205 shows areas of concern for the average fire season in the OA where fuel reduction and hazard mitigation efforts might be focused.

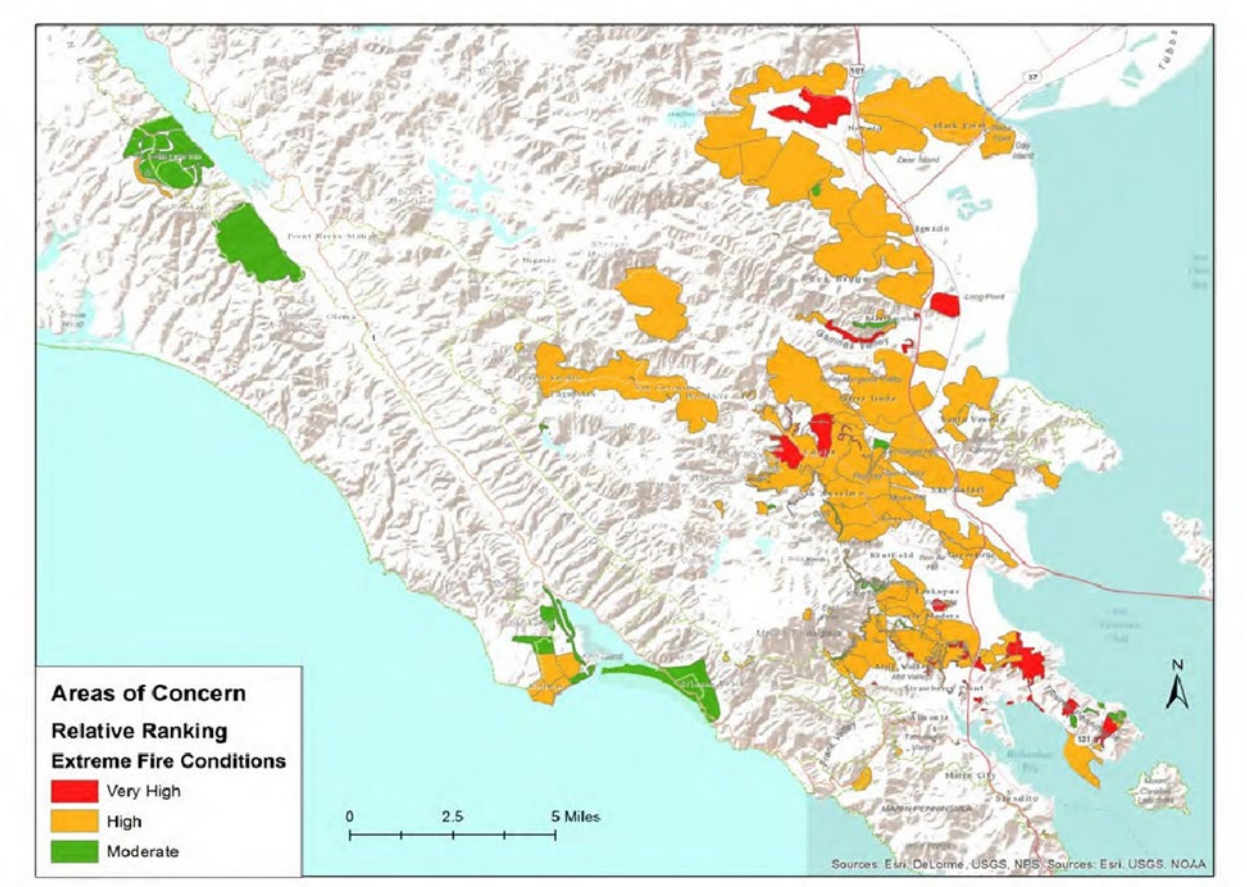


Figure 3.205: Areas of Concern for the Extreme Fire Season in the Marin County OA
Source: Marin Community Wildfire Protection Plan, 2020

Unincorporated rural areas within the OA include the coastal communities of Muir Beach, Stinson Beach, and Bolinas; communities near Tomales Bay including Olema, Point Reyes Station, Inverness, Inverness Park, Marshall, Tomales, and Dillon Beach; and rural areas in the interior valleys including Nicasio, Lagunitas, Forest Knolls, San Geronimo, and Woodacre.

These communities are primarily situated within or adjacent to the WUI, with moderate to dense concentrations of structures. The Marin County OA has approximately 60,000 acres of WUI adjacent to 200,000 acres of watershed. Response times in these communities present significant challenges to keeping fires from directly impacting the communities and sub divisions (especially those within the SRA) as emergency fire access and evacuation egress is limited by narrow, winding roads lined with dense vegetation. Figure 3.206 shows the WUI boundary and population density in the OA.

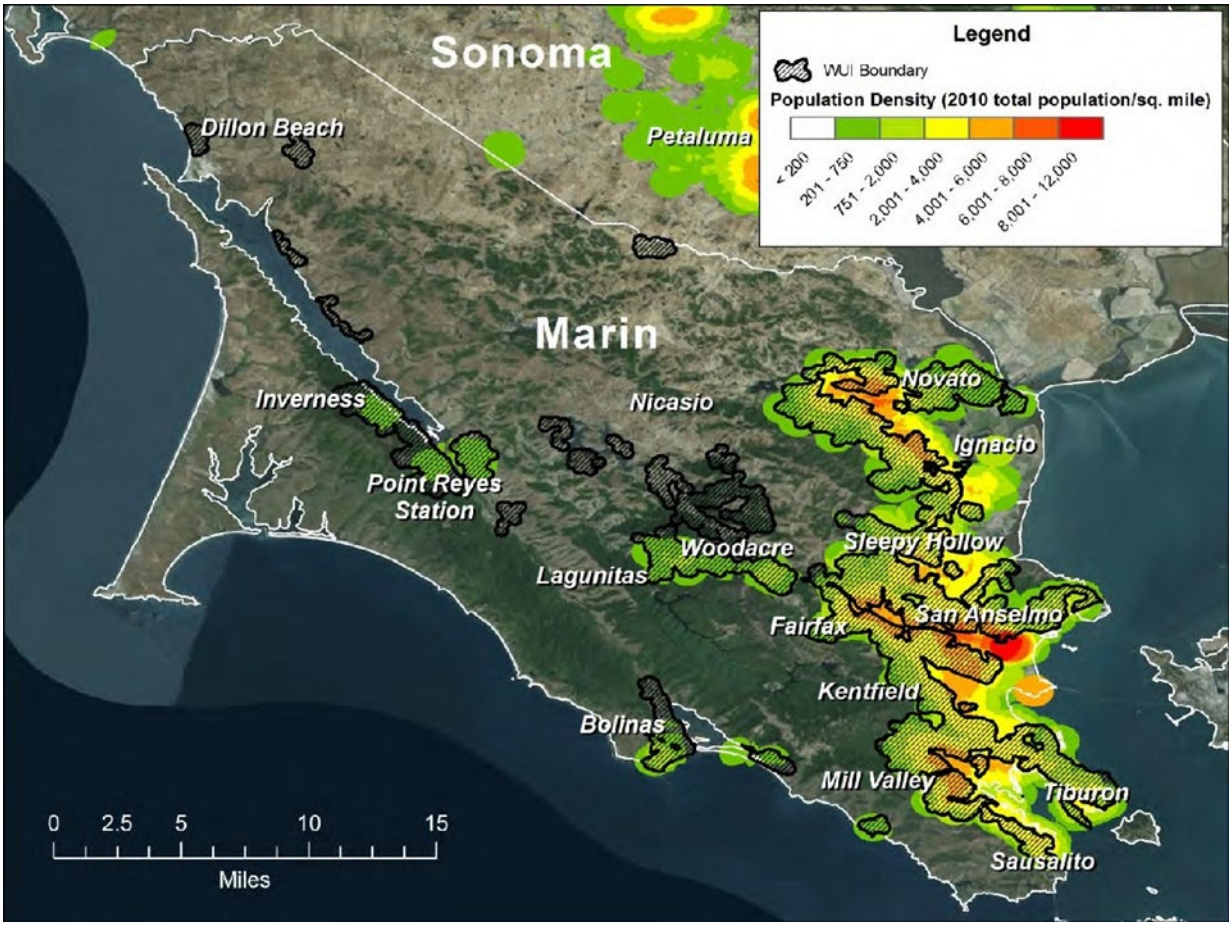


Figure 3.206: WUI Boundary and Population Density in the Marin County OA
Source: Marin Community Wildfire Protection Plan, 2020

In the Marin County OA, cul-de-sacs generally service new housing developments and most of the smaller canyons, valleys, and hillsides. Some planned unit developments are served by privately- maintained roads, which create access issues (i.e., narrow paved widths and limited on-street parking). According to California Fire Code specifications, roadways that are considered hazardous in terms of fire access and protection are those with

- less than 20 feet of unobstructed paved surface and 13.6 vertical feet;
- dead-ends longer than 800 feet, and;
- cul-de-sac diameter less than 68 feet.

Driveways that are less than 16 feet wide or that do not have adequate turnaround space are also considered hazardous. A large number of roadways and driveways in many of the Marin County OA's communities fall into one or more of the above categories.

Several communities in the Marin County OA lie partially or completely in a High and/or Very High FHSZ and could have a higher susceptibility to wildfire. They are highlighted below.

While most of Lagunitas, Forest Knolls San Geronimo and Woodacre lie in a Moderate FHSZ, the surrounding foothills lie in a High FHSZ. There are hundreds of homes in the High FHSZ along with the Woodacre PG&E substation that could have higher susceptible to wildfire. There are hundreds of homes and numerous businesses and critical facilities including the San

Geronimo Community Center, San Geronimo Valley Elementary School, Lagunitas Elementary School, the Woodacre Fire Station and the Heartwood Charter School that lie in the Moderate FHSZ and could be susceptible to wildlife.

The area west and north of Inverness Park primarily lies in a High FHSZ. There are dozens of homes in this area that could have higher susceptibility to wildfire. There is a residential area north of Inverness Park with several dozen homes that lie in a Very High FHSZ and could have an even higher susceptibility to wildfire. Most of the core of Inverness lies in a High FHSZ but the outlying areas north lie in a Very High FHSZ. There are dozens of homes in both these areas that could have higher susceptibility to wildfire. The Inverness Fire Department, Inverness Elementary School and a Marin Emergency Radio Authority (MERA) antenna site lie in a High FHSZ area and could have higher susceptibility to wildfire. Populations from Inverness to Inverness Park are particularly susceptible to wildfire as there is essentially only one main road, Sir Francis Drake Boulevard, that could be used in an evacuation and in only one direction (south).

Most of Dogtown and the northern end of Bolinas lie in a High FHSZ. Several residences, the Bolinas PG&E substation and the Bolinas-Stinson Elementary School lie in this area and could have higher susceptibility to wildfire. Most of Bolinas, where there are dozens of homes, the Bolinas Community Center, the Bolinas Stinson School, the MERA antenna sites at Horseshoe Hill and Bolinas, the Bolinas Community Health Center and the Woodrat Water Treatment Plant lie in a Moderate FHSZ and could be susceptible to wildfire.

While most of Stinson Beach is in a Moderate FHSZ, the surrounding area to the south is in a High FHSZ. Several residences and businesses are in this area and could have higher susceptibility to wildfire. The downtown core of Stinson Beach along with the Stinson Beach Fire Department Stations #1 and #2 lie in a Moderate FHSZ just outside of the High FHSZ and could be susceptible to wildfire. The western end of Stinson Beach along Dipsea Road and Seadrift Road also lies in a Moderate FHSZ and includes dozens of homes that could be susceptible to wildfire.

Most of Muir Beach lies in a High FHSZ. This area includes dozens of homes, several businesses and the Muir Beach Community Center that have higher susceptibility to wildfire. The Muir Beach Fire Department lies just outside the High FHSZ in a Moderate FHSZ and could be susceptible to wildfire.

Most of Tamalpais Valley and Marin City lie in a Very High FHSZ. There are thousands of homes and buildings in this area of Tamalpais Valley, along with a MERA antenna site, the Marin Horizon School, the Southern Marin Fire Protection District Station #4 and the Tamalpais Valley Elementary School that could have a very high susceptibility to wildfire. Populations in this area are particularly susceptible to wildfire due to the presence of numerous cul de sacs and windy secondary roads that could impede an evacuation. Numerous homes and critical facilities, including the Marin City Health and Wellness Center, the Bayside Martin Luther King Jr. Academy, and the Marin City Fire department lie in the Very High FHSZ of Marin City and could have a very high susceptibility to wildfire. The Very High FHSZ in Tamalpais Valley and Marin City is bordered to the east by a High FHSZ. Hundreds of homes and numerous businesses along with the Commodore Center Heliport lie in the High FHSZ and could have higher susceptibility to wildfire. The Mount Tamalpais School lies in the Moderate FHSZ and could be susceptible to wildfire.

A small area in the north of Strawberry lies in a High FHSZ with a larger area that lies in a moderate FHSZ. There are several homes in this area that could have higher susceptibility to wildfire.

Most of the unincorporated area of the Tiburon Peninsula lie in a High FHSZ. There are dozens of homes in this area that could have higher susceptibility to wildfire. The eastern boundary of the peninsula lies in a Moderate FHSZ and has several homes that could be susceptible to wildfire.

The far northern and western side of Kentfield lie in a High FHSZ and are bordered to the immediate west by a Very High FHSZ. There are dozens of homes, numerous businesses, the Kentfield Hospital and part of the College of Marin that lie in this area and that have higher susceptibility to wildfire. A smaller part of Kentfield and part of Greenbrae and California City lie in a Moderate FHSZ. There are several homes along with part of the College of Marin that lie in this area and that could be susceptible to wildfire. All of San Quentin, including San Quentin State Prison, lies in a Moderate FHSZ and could be susceptible to wildfire.

While all of Sleepy Hollow lies in a Moderate FHSZ, it is bordered to the east, west, and south by areas of a High FHSZ. Dozens of homes along with the San Domenico School, Sleepy Hollow Villa Medical Facility and the Hidden Valley School that lie in this area could be susceptible to wildfire. Most of Los Ranchitos lies in a High FHSZ with a small part in a moderate FHSZ. There are dozens of homes in this area that could be susceptible to wildfire.

Most of Lucas Valley and Marinwood lie in a High FHSZ. There are hundreds of homes and critical facilities, including several medical facilities, Lucas Valley Elementary School, the Marin County Juvenile Complex, Lucas Valley School, the Marinwood Fire Department, Miller Creek School that lie in this area and have a high susceptibility to wildfire. There is a small section of Marinwood with several homes and part of the Mary E. Silveria Elementary School that lie in a Very High FHSZ and that could have an even higher susceptibility to wildfire. The far eastern end of Lucas Valley, which consists of several homes, lies a Moderate FHSZ and could be susceptible to wildfire.

All of the Saint Vincent area, which includes the Saint Vincent School, lies in a Moderate FHSZ and could be susceptible to wildfire. The Saint Vincent area is surrounded to the west, north and south by a High FHSZ.

Most of San Venetia is not in a FHSZ but the eastern foothills of the San Pedro Mountain Open Space Preserve are in a Moderate FHSZ. There are numerous homes and medical facilities along with the Marin School that lie in this area and that could be susceptible to wildfire. Part of the unincorporated community south of China Camp State Park lies in a Moderate FHSZ. There are dozens of homes in this area that could be susceptible to wildfire. The southwest side of San Pedro Hill lies in a High FHSZ with a small part lying in a Moderate FHSZ. The McNear Brickyard and other industrial facilities lie in this area and could have an even higher susceptibility to wildfire.

The unincorporated residential area west of Novato lies mostly in a High FHSZ. There are hundreds of homes in this area that could have a high susceptibility to wildfire. The Loma Verde area, which includes dozens of homes and the Loma Verde Elementary School, also lies in a

High FHSZ and could have a high susceptibility to wildfire. This area is bordered to the south by a Very High FHSZ in the City of Novato.

Most of the Black Point-Green Point area lies in a High FHSZ. There are dozens of homes, several businesses, and the Novato Fire Protection District Station #62 that lie in this area and could have a high susceptibility to wildfire. A smaller section south of the Rush Creek Marsh Wildlife Area lies in a Moderate FHSZ. There are numerous homes and businesses in this area that could be susceptible to wildfire.

Numerous unincorporated communities in Marin County include all or part of a Moderate FHSZ and have no High or Very High FHSZ's including Point Reyes Station, Olema, Nicasio, Tocoloma, Marshall, Tomales, Dillon Beach, Alto, Paradise Cay, and Bel Marin Keys. Hundreds of homes, numerous businesses, and several critical facilities lie in these communities and could be susceptible to wildfire. Critical facilities in these communities susceptible to wildfire include the Nicasio Fire Department, the Nicasio Elementary School, the Tocoloma PG&E substation, the MERA antenna site at Mt. Barnabe, the Olema PG&E substation, the Point Reyes National Seashore Headquarters and Fire Department, the Point Reyes Fire Station, the Marin County Sherrif's Substation at Point Reyes, the CalTrans Point Reyes Maintenance Station, West Marin Elementary School, Tomales High School, Tomales Elementary School, Tomales Fire Station, MERA antenna site at Tomales and several medical facilities.

The Marin County Airport, the community of San Antonio, and the unincorporated County along the border of Sonoma County all lie in a Moderate FHSZ. There are numerous rural homes, businesses and buildings along with critical facilities including the Hicks Valley Fire Station, Laguna School, Lincoln School, Stafford Junction PG&E substation, MERA antenna site at Coyote Peak that lie in this area and could be susceptible to wildfire.

Marin County populations within the above-listed communities that are most vulnerable to the effects of wildfire include:

- Low-income households
- Households in poverty
- Persons living on single access roads
- Mobile homeowners
- Persons without access to transportation or telecommunications
- Outdoor workers
- Healthcare workers, first responders, and protective service occupations
- Houseless population
- Children
- Persons with disabilities
- Persons with chronic health problems,
- Senior community members, and
- Persons living alone.

See the Marin County CWPP for additional information on the susceptibility of the Marin County OA to wildfire.

Climate Change and Future Development Considerations

Climate change can lead to an increase in wildfire events. Climate change has been a key factor in increasing the risk and extent of wildfires in the western United States. Changes in climate create warmer, drier conditions. Increased drought, and a longer fire season are boosting these increases in wildfire risk.

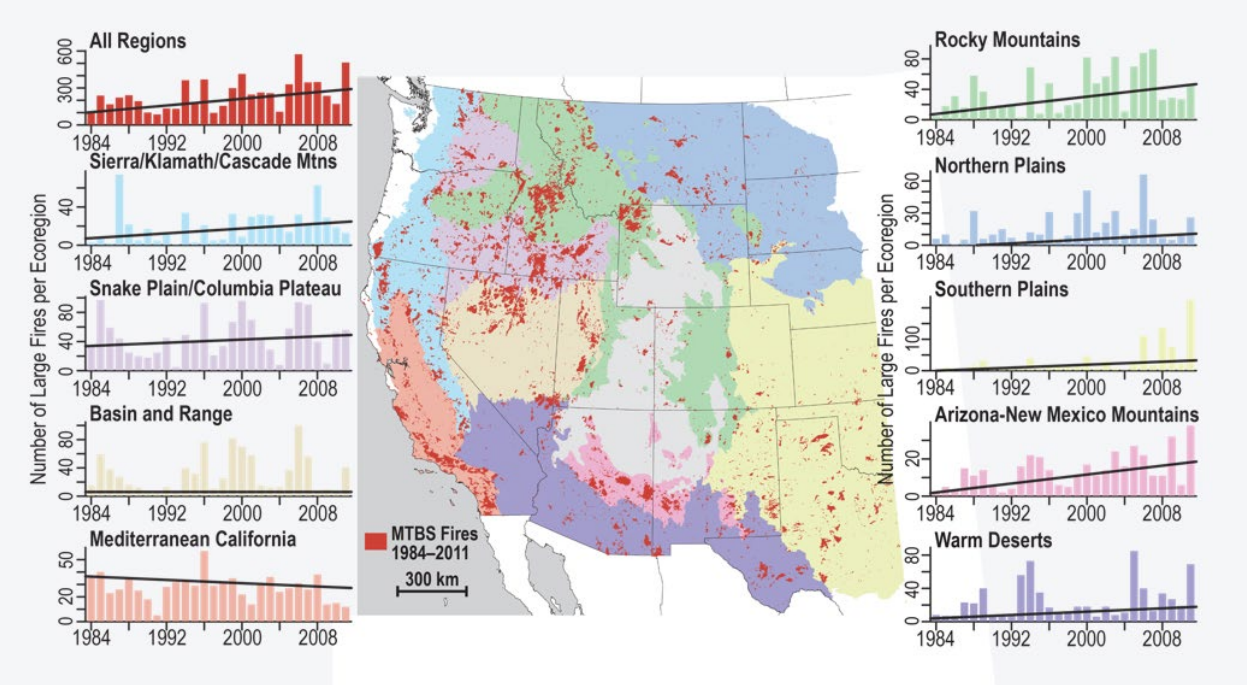


Figure 3.207: Trends in the Annual Number of Large Wildfires in the United States
Source: Fourth Climate Change Assessment

As summer conditions in Northern California become hotter and drier due to climate change, the occurrence and severity of wildfires will only increase. The Marin County OA is particularly susceptible to these future impacts of climate change on wildfire, as the OA's climate has generally been wet enough historically to avoid major wildfires. Extreme heat events and high wind events could cause electrical systems to become overloaded and fail, sparking wildfires. An increase in wildfires as a result of climate change could lead to more significantly burned areas that could contribute to debris flows after a significant storm event. Future development in the WUI throughout the Marin County OA will expose more people and property to the impacts of a potentially significant wildfire. The growing number of people in the Marin County OA WUI can increase risk to life, property and public health as a result of a wildfire.

3.4 Additional Hazards Profiled

Additional non-natural hazards were identified as having some potential to impact the planning area. The sections below provide short profiles of each of these hazards, including qualitative discussion of their potential to impact Marin County. No formal risk assessment of these hazards was performed, and no mitigation initiatives have been developed to address them.

3.4.1 Air Pollution

Air pollution is contamination of the indoor or outdoor environment by any chemical, physical or biological agent that modifies the natural characteristics of the atmosphere.

Household combustion devices, motor vehicles, industrial facilities and forest fires are common sources of air pollution. Pollutants of major public health concern and their effects on health and the environment include:

Ozone (O3)

- Respiratory symptoms
- Worsening of lung disease leading to premature death
- Damage to lung tissue
- Crop, forest and ecosystem damage
- Damage to a variety of materials, including rubber, plastics, fabrics, paint and metals

PM2.5 (particulate matter less than 2.5 microns in aerodynamic diameter)

- Premature death
- Hospitalization for worsening of cardiovascular disease
- Hospitalization for respiratory disease
- Asthma-related emergency room visits
- Increased symptoms, increased inhaler usage

PM10 (particulate matter less than 10 microns in aerodynamic diameter)

- Premature death & hospitalization, primarily for worsening of respiratory disease
- Reduced visibility and material soiling

Nitrogen Oxides (NOX)

- Lung irritation
- Enhanced allergic responses

Carbon Monoxide (CO)

- Chest pain in patients with heart disease
- Headache
- Light-headedness
- Reduced mental alertness

Sulfur Oxides (SOX)

- Worsening of asthma: increased symptoms, increased medication usage, and emergency room visits

Lead

- Impaired mental functioning in children
- Learning disabilities in children
- Brain and kidney damage

Hydrogen Sulfide (H2S)

- Nuisance odor (rotten egg smell)
- At high concentrations: headache & breathing difficulties

Sulfate

- Same as PM2.5, particularly worsening of asthma and other lung diseases
- Reduces visibility

Vinyl Chloride

- Central nervous system effects, such as dizziness, drowsiness & headaches
- Long-term exposure: liver damage & liver cancer

Visibility Reducing Particles

- Reduced airport safety, scenic enjoyment, road safety, and discourages tourism

Toxic Air Contaminants (about 200 chemicals have been listed as toxic air contaminants)

- Cancer
- Reproductive and developmental effects
- Neurological effects

Outdoor and indoor air pollution cause respiratory and other diseases and are important sources of morbidity and mortality.

The World Health Organization (WHO) shows that almost all of the global population (99%) breathe air that exceeds WHO guideline limits and contains high levels of pollutants, with low- and middle-income countries suffering from the highest exposures.

Air quality is closely linked to the earth's climate and ecosystems globally. Many of the drivers of air pollution (i.e. combustion of fossil fuels) are also sources of greenhouse gas emissions. Climate change–fueled wildfires and extreme heat are adding to the challenges of protecting public health. Policies to reduce air pollution, therefore, offer a win-win strategy for both climate and health, lowering the burden of disease attributable to air pollution, as well as contributing to the near- and long-term mitigation of climate change.

Mold and allergens from trees, weeds, and grass are also carried in the air, are exacerbated by climate change, and can be hazardous to health. Though they aren't regulated and are less directly connected to human actions, they can be considered a form of air pollution. Pollen allergies are worsening because of climate change.

135 million people or four out of ten U.S. residents live in counties with unhealthy levels of air pollution. Air monitoring shows that over 90 percent of Californians breathe unhealthy levels of one or more air pollutants during some part of the year. In the U.S., the Clean Air Act has been a crucial tool for reducing air pollution since its passage in 1970. The most effective way to control air pollution is to speed up the transition to cleaner fuels and industrial processes. By switching over to renewable energy sources such as wind and solar power, maximizing fuel efficiency in vehicles, and replacing more and more gasoline-powered cars and trucks with electric versions, air pollution can be limited at its source while also curbing the global warming that worsens so many of its worst health impacts.

Air Quality Index (AQI) & Health

Millions of people live in areas where air pollution can cause serious health problems. Local air quality can affect our daily lives. Like the weather, it can change from day to day. The Environmental Protection Agency (EPA) developed the Air Quality Index, or AQI, to make information available about the health effects of the five most common air pollutants, and how to avoid those effects.

The AQI is an index for reporting daily air quality. It tells you how clean or polluted your air is, and what associated health effects might be a concern for you. The AQI focuses on health affects you may experience within a few hours or days after breathing polluted air. EPA calculates the AQI for five major air pollutants regulated by the Clean Air Act: ground-level ozone, particle pollution (also known as particulate matter), carbon monoxide, sulfur dioxide, and nitrogen dioxide. For each of these pollutants, EPA has established national air quality standards to protect public health. Ground-level ozone and airborne particles are the two pollutants that pose the greatest threat to human health in this country.

https://www.airnow.gov/

https://airnow.gov/index.cfm?action=aqi_brochure.index

The purpose of the AQI is to help you understand what local air quality means to your health. To make it easier to understand, the AQI is divided into six categories: Note: Values above 500 are considered Beyond the AQI. Follow recommendations for the Hazardous category. Additional information on reducing exposure to extremely high levels of particle pollution is available here. Each category corresponds to a different level of health concern. The six levels of health concern and what they mean are depicted in the figure below.

Air Quality Index Levels of Health Concern	Numerical Value	Meaning
Good	0 to 50	Air quality is considered satisfactory, and air pollution poses little or no risk.
Moderate	51 to 100	Air quality is acceptable; however, for some pollutants there may be a moderate health concern for a very small number of people who are unusually sensitive to air pollution.
Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is not likely to be affected.
Unhealthy	151 to 200	Everyone may begin to experience health effects; members of sensitive groups may experience more serious health effects.
Very Unhealthy	201 to 300	Health alert: everyone may experience more serious health effects.
Hazardous	301 to 500	Health warnings of emergency conditions. The entire population is more likely to be affected.

Figure 3.208: Air Quality Index Concern Levels
Source: AirNow.gov

In the Bay Area, a certain amount of air pollution comes from industrial sources, such as refineries and power plants. But a greater percentage of harmful air emissions comes from cars and trucks, construction equipment, and other motor vehicles. In the wintertime, the largest single source of air pollution is residential wood burning. Ozone and fine particle pollution, or PM2.5, are the major regional air pollutants of concern in the San Francisco Bay Area. Ozone is primarily a problem in the summer, and fine particle pollution in the winter. Along the Marin County coast and in southern Marin County, clean air from the Pacific Ocean helps to keep air pollution at a minimum. Elsewhere in the Marin County OA, ozone only rarely becomes a concern, but the hilly terrain and colder winter temperatures can trap PM2.5 near the surface, resulting in air quality that exceeds health standards.

The Bay Area Air Quality Management District (BAAQMD) is the official air pollution control agency for the San Francisco Bay Area, which includes Marin County. They have issued numerous poor air quality advisories for Marin County over the years as a result of wildfires.

3.4.2 Critical Infrastructure/ Utility Disruption

Critical Infrastructure and utility disruption is defined as the disruption of one or more of the physical structures, facilities, networks and other assets which provide services that are essential to the social and economic functioning of a community or society. Examples of infrastructure disruptions include building collapses, water main breaks, gas pipe ruptures, steam pipe explosions, communication system failures and related types of events. These disruptions can be caused by natural disasters such as a landslide or earthquake, by man-made disasters such as a train or major vehicle crash, or by acts of sabotage including terrorism.

Climate change is expected to heavily affect infrastructure through heatwaves, floods and droughts. Figure 3.208 shows critical infrastructure across the Marin County OA.

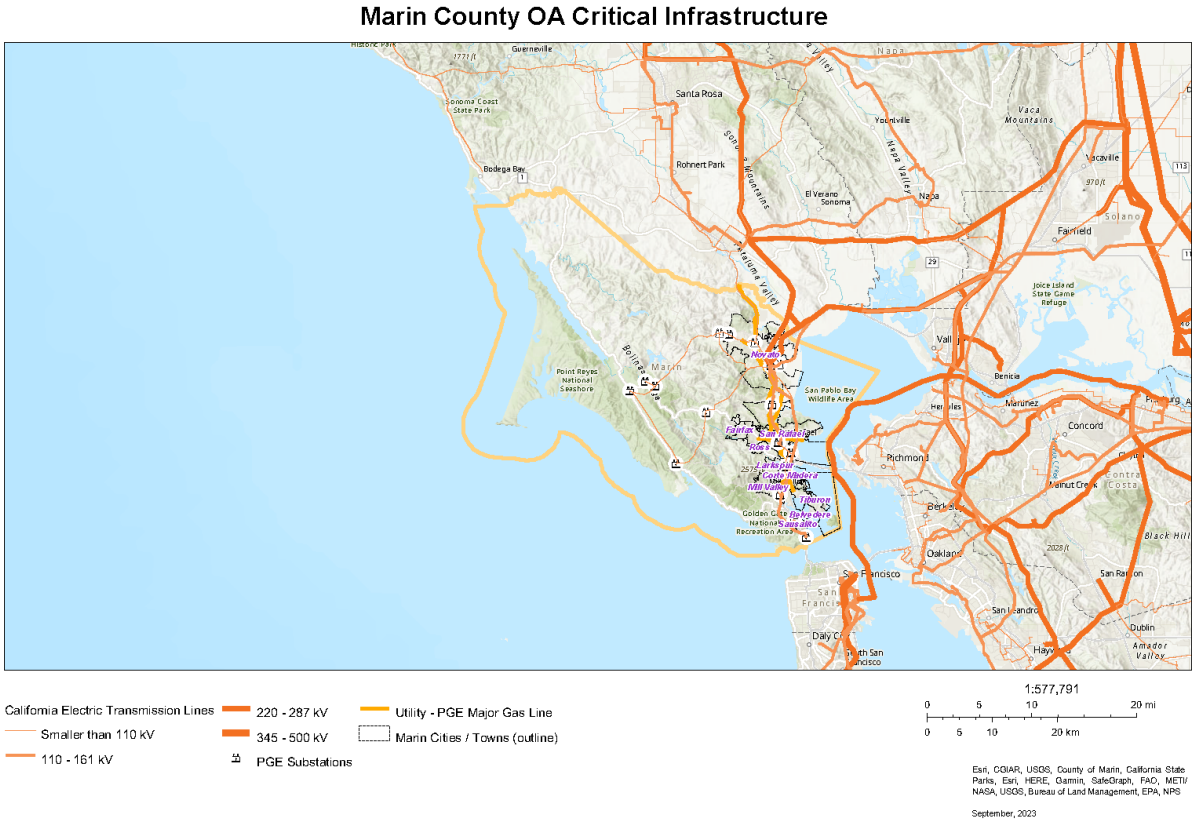


Figure 3.209: Marin County OA Critical Infrastructure
Source: Marin County

The availability of critical infrastructure and utilities are crucial for timely recovery after a disaster induced by natural hazards. Maintaining or quickly restoring road access, drinking water supply or healthcare can save lives. Very often disasters are exacerbated by poor infrastructure. Preparing critical infrastructures, as well as the population, for long-term outages due to natural hazards is crucial. When critical infrastructure and utilities have a disruption, it can disproportionately affect socially vulnerable populations. For individuals stuck at home and who rely on timely medication or electrical devices, a situation can quickly become critical if road access and power supplies are damaged. The increasing complexity, interdependency and scale of infrastructure networks can make them more difficult to protect. While technological developments have improved the quality of essential services, this progress itself creates new vulnerabilities.

Beyond power outages caused by storms, wildfires and PSPS events, the Marin County OA has had no significant critical infrastructure or utility disruptions. Other critical infrastructure and utility disruptions across California and the United States have occurred, however, and could similarly occur in the Marin County OA including the 2011 Southwest power failure, the 2010 San Bruno PG&E gas line explosion, and the 2007 I-35 bridge collapse in Minneapolis, Minnesota.

3.4.3 CYBER THREATS

A cyber threat is any circumstance or event with the potential to adversely impact organizational operations (including mission, functions, image, or reputation), organizational assets, or individuals through an information system via unauthorized access, destruction, disclosure, modification of information, and/or denial of service. A cyber threat is also the potential for a threat-source to successfully exploit a particular information system vulnerability. Cyber threats include:

Malware
Malware — or malicious software — is any program or code that is created with the intent to do harm to a computer, network or server. Malware is the most common type of cyberattack, mostly because this term encompasses many subsets such as ransomware, trojans, spyware, viruses, worms, keyloggers, bots, cryptojacking, and any other type of malware attack that leverages software in a malicious way. Types of malware include:

Ransomware: In a ransomware attack, an adversary encrypts a victim's data and offers to provide a decryption key in exchange for a payment. Ransomware attacks are usually launched through malicious links delivered via phishing emails, but unpatched vulnerabilities and policy misconfigurations are used as well.

Fileless Malware: Fileless malware is a type of malicious activity that uses native, legitimate tools built into a system to execute a cyber attack. Unlike traditional malware, fileless malware does not require an attacker to install any code on a target's system, making it hard to detect.

Spyware: Spyware is a type of unwanted, malicious software that infects a computer or other device and collects information about a user's web activity without their knowledge or consent.

Adware: Adware is a type of spyware that watches a user's online activity in order to determine which ads to show them. While adware is not inherently malicious, it has an impact on the performance of a user's device and degrades the user experience.

Trojan: A trojan is malware that appears to be legitimate software disguised as native operating system programs or harmless files like free downloads. Trojans are installed through social engineering techniques such as phishing or bait websites.

Worm: A worm is a self-contained program that replicates itself and spreads its copies to other computers. A worm may infect its target through a software vulnerability or it may be delivered via phishing or smishing. Embedded worms can modify and delete files, inject more malicious software, or replicate in place until the targeted system runs out of resources.

Rootkit: Rootkit malware is a collection of software designed to give malicious actors control of a computer network or application. Once activated, the malicious program sets up a backdoor exploit and may deliver additional malware.

Mobile Malware: Mobile malware is any type of malware designed to target mobile devices. Mobile malware is delivered through malicious downloads, operating system vulnerabilities, phishing, smishing, and the use of unsecured WiFi.

Exploit: An exploit is a piece of software or data that opportunistically uses a defect in an operating system or an app to provide access to unauthorized actors. The exploit may be used to install more malware or steal data.

Scareware: Scareware tricks users into believing their computer is infected with a virus. Typically, a user will see scareware as a pop-up warning them that their system is infected. This scare tactic aims to persuade people into installing fake antivirus software to remove the "virus." Once this fake antivirus software is downloaded, then malware may infect your computer.

Keylogger: Keyloggers are tools that record what a person types on a device. While there are legitimate and legal uses for keyloggers, many uses are malicious. In a keylogger attack, the keylogger software records every keystroke on the victim's device and sends it to the attacker.

Botnet: Botnet is a network of computers infected with malware that are controlled by a bot herder. The bot herder is the person who operates the botnet infrastructure and uses the compromised computers to launch attacks designed to crash a target's network, inject malware, harvest credentials or execute CPU-intensive tasks.

Denial and Distributed Denial of Service Attacks

A Denial-of-Service (DoS) attack is a malicious, targeted attack that floods a network with false requests in order to disrupt business operations.

In a DoS attack, users are unable to perform routine and necessary tasks, such as accessing email, websites, online accounts or other resources that are operated by a compromised computer or network. While most DoS attacks do not result in lost data and are typically resolved without paying a ransom, they cost the organization time, money and other resources in order to restore critical business operations.

The difference between DoS and Distributed Denial of Service (DDoS) attacks has to do with the origin of the attack. DoS attacks originate from just one system while DDoS attacks are launched from multiple systems. DDoS attacks are faster and harder to block than DOS attacks because multiple systems must be identified and neutralized to halt the attack.

Phishing

Phishing is a type of cyberattack that uses email, SMS, phone, social media, and social engineering techniques to entice a victim to share sensitive information — such as passwords or account numbers — or to download a malicious file that will install viruses on their computer or phone. Types of phishing include:

Spear Phishing: Spear-phishing is a type of phishing attack that targets specific individuals or organizations typically through malicious emails. The goal of spear phishing is to steal sensitive information such as login credentials or infect the targets' device with malware.

Whaling: A whaling attack is a type of social engineering attack specifically targeting senior or executive employees with the purpose of stealing money or information, or gaining access to the person's computer in order to execute further cyberattacks.

SMiShing: Smishing is the act of sending fraudulent text messages designed to trick individuals into sharing sensitive data such as passwords, usernames and credit card numbers. A smishing attack may involve cybercriminals pretending to be your bank or a shipping service you use.

Vishing: Vishing, a voice phishing attack, is the fraudulent use of phone calls and voice messages pretending to be from a reputable organization to convince individuals to reveal private information such as bank details and passwords.

Spoofing

Spoofing is a technique through which a cybercriminal disguises themselves as a known or trusted source. In so doing, the adversary is able to engage with the target and access their systems or devices with the ultimate goal of stealing information, extorting money or installing malware or other harmful software on the device. Types of spoofing include:

Domain Spoofing: Domain spoofing is a form of phishing where an attacker impersonates a known business or person with fake website or email domain to fool people into the trusting them. Typically, the domain appears to be legitimate at first glance, but a closer look will reveal subtle differences.

Email Spoofing: Email spoofing is a type of cyberattack that targets organizations by using emails with forged sender addresses. Because the recipient trusts the alleged sender, they are more likely to open the email and interact with its contents, such as a malicious link or attachment.

ARP Spoofing: Address Resolution Protocol (ARP) spoofing or ARP poisoning is a form of spoofing attack that hackers use to intercept data. A hacker commits an ARP spoofing attack by tricking one device into sending messages to the hacker instead of the intended recipient. This way, the hacker gains access to your device's communications, including sensitive data.

Code Injection Attacks

Code injection attacks consist of an attacker injecting malicious code into a vulnerable computer or network to change its course of action. Types of code injection attacks include:

SQL Injection: A Structured Query Language (SQL) Injection attack leverages system vulnerabilities to inject malicious SQL statements into a data-driven application, which then allows the hacker to extract information from a database. Hackers use SQL Injection techniques to alter, steal or erase application's database data.

Cross-Site Scripting (XSS): Cross Site Scripting (XSS) is a code injection attack in which an adversary inserts malicious code within a legitimate website. The code then launches as an infected script in the user's web browser, enabling the attacker to steal sensitive information or impersonate the user. Web forums, message boards, blogs and other websites that allow users to post their own content are the most susceptible to XSS attacks.

Malvertising: Malvertising attacks leverage many other techniques to carry out the attack. Typically, the attacker begins by breaching a third-party server, which allows the cybercriminal to inject malicious code within a display ad or some element thereof, such as banner ad copy, creative imagery or video content. Once clicked by a website visitor, the corrupted code within the ad will install malware or adware on the user's computer.

Identity-Based Attacks

Identity-based attacks are attacks on the behavior of an individual and are extremely hard to detect. When a valid user's credentials have been compromised and an adversary is masquerading as that user, it is often very difficult to differentiate between the user's typical behavior and that of the hacker using traditional security measures and tools. Types of identity-based attacks include:

Kerberoasting: Kerberoasting is a post-exploitation attack technique that attempts to crack the password of a service account within the active directory where an adversary masquerading as an account user with a service principal name requests a ticket, which contains an encrypted password, or Kerberos.

Man-in-the-Middle (MITM) Attack: A man-in-the-middle attack is a type of cyberattack in which an attacker eavesdrops on a conversation between two targets with the goal of collecting personal data, passwords or banking details, and/or to convince the victim to take an action such as changing login credentials, completing a transaction or initiating a transfer of funds.

Pass-the-Hash Attack: Pass the hash (PtH) is a type of attack in which an adversary steals a "hashed" user credential and uses it to create a new user session on the same network. It does not require the attacker to know or crack the password to gain access to the system. Rather, it uses a stored version of the password to initiate a new session.

Silver Ticket Attack: A silver ticket is a forged authentication ticket often created when an attacker steals an account password. A forged service ticket is encrypted and enables access to resources for the specific service targeted by the silver ticket attack.

Credential Stuffing: Credential stuffing attacks work on the premise that people often use the same user ID and password across multiple accounts. Therefore, possessing the credentials for one account may be able to grant access to other, unrelated account.

Password Spraying: The basics of a password spraying attack involve a threat actor using a single common password against multiple accounts on the same application. This avoids the account lockouts that typically occur when an attacker uses a brute force attack on a single account by trying many passwords.

Brute Force Attacks: A brute force attack uses a trial-and-error approach to systematically guess login info, credentials, and encryption keys. The attacker submits combinations of usernames and passwords until they finally guess correctly.

Insider Threats

Insider threats are internal actors such as current or former employees that pose danger to an organization because they have direct access to the company network, sensitive data, and

intellectual property (IP), as well as knowledge of business processes, company policies or other information that would help carry out such an attack.

Internal actors that pose a threat to an organization tend to be malicious in nature. Some motivators include financial gains in exchange for selling confidential information on the dark web, and/or emotional coercion using social engineering tactics. On the other hand, some insider threat actors are not malicious in nature but instead are negligent in nature. To combat this, organizations should implement a comprehensive cybersecurity training program that teaches stakeholders to be aware of any potential attacks, including those potentially performed by an insider.

Supply Chain Attacks
A supply chain attack is a type of cyberattack that targets a trusted third-party vendor who offers services or software vital to the supply chain. Software supply chain attacks inject malicious code into an application in order to infect all users of an app, while hardware supply chain attacks compromise physical components for the same purpose. Software supply chains are particularly vulnerable because modern software is not written from scratch: rather, it involves many off-the-shelf components, such as third-party APIs, open-source code and proprietary code from software vendors.

DNS tunneling
DNS Tunneling is a type of cyberattack that leverages domain name system (DNS) queries and responses to bypass traditional security measures and transmit data and code within the network. Once infected, the hacker can freely engage in command-and-control activities. This tunnel gives the hacker a route to unleash malware and/or to extract data, IP or other sensitive information by encoding it bit by bit in a series of DNS responses. DNS tunneling attacks have increased in recent years, in part because they are relatively simple to deploy. Tunneling toolkits and guides are even readily accessible online through mainstream sites like YouTube.

IoT-Based Attacks
An IoT attack is any cyberattack that targets an Internet of Things (IoT) device or network. Once compromised, the hacker can assume control of the device, steal data, or join a group of infected devices to create a botnet to launch DoS or DDoS attacks. Given that the number of connected devices is expected to grow rapidly over the next several years, cybersecurity experts expect IoT infections to grow as well. Further, the deployment of 5G networks, which will further fuel the use of connected devices, may also lead to an uptick in attacks.

The Marin County OA has had several cybersecurity issues. More than $300,000 was stolen by fraudulent electronic transfers at the Marin County Civic Center, unwittingly approved by county financial gatekeepers in 2018. Marin County's computer network has been hacked into and breached at least five times between July 2017 and August 2018. In addition, more than half of Marin's cities — Corte Madera, Fairfax, Larkspur, Novato, Sausalito and Tiburon — have had their cybersecurity compromised including:

Town of Fairfax: In July 2016, Fairfax was victimized by a ransomware attack. An employee received an email with a malware program attached; and when the employee clicked on the attachment, the town's servers were infected and became unusable. No ransom was paid, but the town was forced to use a previous backup in order to rebuild its systems. The Town lost data

for the day of the attack, since it had not yet been backed up. The Town suffered a similar breach in October 2014.

City of Novato: In 2017, Novato fell victim to a phishing attack. A city employee received an email purporting to be from a senior city official, requesting a wire transfer of funds. The employee initiated the wire transfer to the account specified by the hacker. The breach was reported to local law enforcement and the FBI. After the attack, the City strengthened its email security and implemented mandatory employee training to reduce its vulnerability to email-based attacks.

City of Sausalito: In January 2018, Sausalito was the victim of a phishing attack in which a fake email, purporting to be from the city manager, was sent to a city employee. This employee complied with the fake email's request for copies of the W-2 tax forms of all of the city's employees and councilmembers. As a result, all these individuals were exposed to the risk of identity theft. The Sausalito breach was reported to the FBI. For two years after the attack, the city provided free credit monitoring services to all employees, at a cost of approximately $27,000. Nevertheless, three employees had fraudulent state tax returns filed in their names, although the attempts were unsuccessful because taxing authorities had been alerted.

Town of Tiburon: In 2019, Tiburon suffered a ransomware attack, also initiated by a fake email attachment opened by an employee. No ransom was paid, but the Town's systems were largely disabled for more than three days. Most of its data was recovered using a backup, but the town discovered that one of its applications was not being backed up properly, so the town needed to rebuild much of that data by hand from paper records.

Town of Corte Madera: In 2019, Corte Madera suffered a direct attack. During a brief moment when a vendor intentionally disabled the town's firewall for system updates, hackers were able to access its network and disable it using ransomware. No ransom was paid, but the system had to be restored from a backup.

City of Larkspur: In August 2019, Larkspur's network was compromised in a direct attack. Four of its computers were reportedly accessed from one of the public computers in the Larkspur library. It is unknown what data may have been accessed.

Having a comprehensive cybersecurity strategy is vital. Organizations should secure their critical areas of risk, know their threats, be ready to respond quickly to a threat, monitor the criminal underground through hidden messaging platforms and dark web forums, utilize technology to stop sophisticated threats, and build a comprehensive cybersecurity training program.

3.4.4 Oil Spills

Oil spills can happen anywhere oil is drilled, transported, or used. They can happen in many different ways including when pipelines break, oil tanker ships sink, or drilling operations go wrong. Consequences to ecosystems and economies can be felt for decades following a large oil spill. Thousands of oil spills occur in U.S. waters each year. Most of these spills are small but can still cause damage, especially if they happen in sensitive environments, like beaches and wetlands. Large oil spills can be significant disasters.

Where oil is spilled, what kinds of plants, animals, and habitats are found there, and the amount and type of oil, among other things, can influence how much harm an oil spill causes. Generally, oil spills harm ocean life in two ways:

Fouling or oiling: Fouling or oiling occurs when oil physically harms a plant or animal. Oil can coat a bird's wings and leave it unable to fly or strip away the insulating properties of a sea otter's fur, putting it at risk of hypothermia. The degree of oiling often impacts the animal's chances of survival.

Oil toxicity: Oil consists of many different toxic compounds. These toxic compounds can cause severe health problems like heart damage, stunted growth, immune system effects, and even death. Our understanding of oil toxicity has expanded by studying the effects of the 2010 Deepwater Horizon oil spill.

Wildlife recovery, cleaning, and rehabilitation is often an important part of oil spill response. However, wildlife is difficult to find and catch, oil spills can happen over wide areas, and some animals (like whales) are too big to recover. Unfortunately, it's unrealistic to rescue all wildlife impacted during oil spills.

The U.S Coast Guard is primarily responsible for cleaning up oil spills, while NOAA provides scientific support to make decisions that protect people and the environment. There are different equipment and tactics that trained experts can use to contain or remove oil from the environment when a spill occurs:

Booms are floating physical barriers to oil, which help keep it contained and away from sensitive areas, like beaches, mangroves, and wetlands.

Skimmers are used off of boats and can "skim" oil from the sea surface. In situ burning, or setting fire to an oil slick, can burn the oil away at sea, and chemical dispersants can break up oil slicks from the surface.

Cleanup activities can never remove 100% of the oil spilled, and scientists have to be careful that their actions don't cause additional harm.

Figure 3.209 shows the largest oil spills affecting United States waters from 1969-2017.

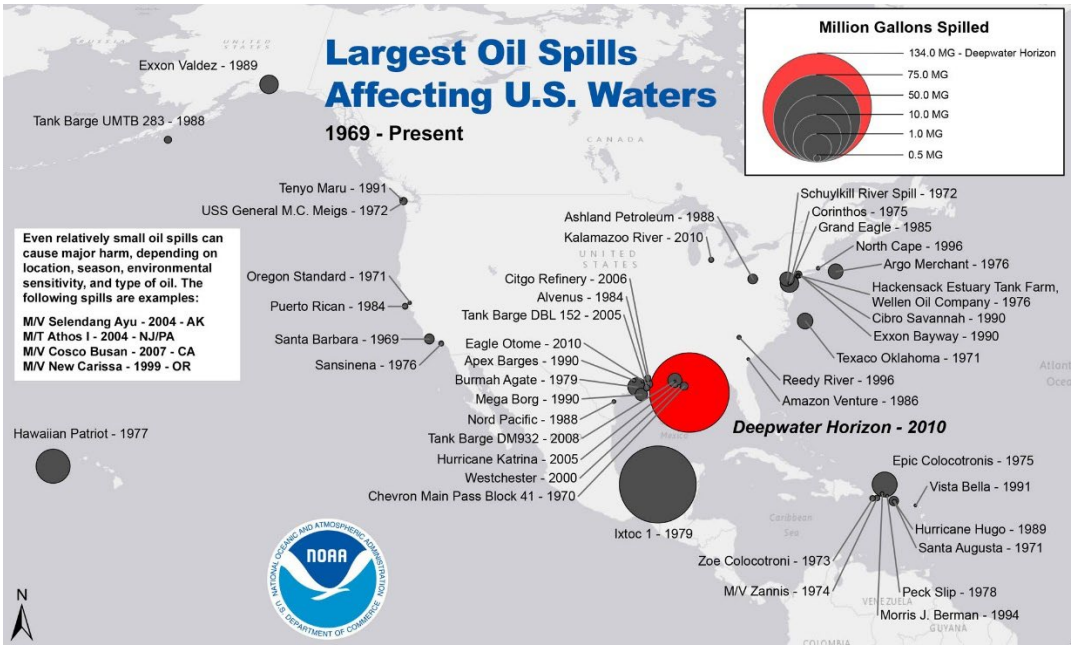


Figure 3.210: Largest Oil Spills Affecting U.S. Waters 1969-2017
Source: NOAA

The Marin County OA has been impacted by oil spills. In 2007, an oil tanker colided with one of the San-Francisco Oakland Bay Bridge towers. It spilled 53,569 gallons of bunker fuel into San Francisco Bay. The tidal mechanics of San Francisco Bay caused the spill to spread rapidly, affecting a large area of the California North Coast, including the Golden Gate National Recreation Area, Ocean Beach and the Marin Headlands. More than 50 public beaches were closed, including Crissy Field, Fort Point, Baker Beach, China Beach and Kirby Cove. Beaches as far south as Pacifica, California were closed due to the spill. According to Federal and State natural resource trustee agencies, the spill is estimated to have killed 6,849 birds. Several fisheries in the Bay Area may have been affected by the spill, and the crab and sport fishing seasons were postponed by several weeks. As of the end of November 2007, State biologists had tested more than 1100 samples of fish, mussels and Dungeness crab in San Francisco Bay and coastal waters outside the Golden Gate. The tests found unsafe levels of contaminants in mussels from Rodeo Beach and the Berkeley pier. An estimated 1,079,900 recreational use days were also lost as a result of the spill. This includes general shoreline use as well as recreational fishing and boating. Total monetary damages were estimated at more than $70 million for oil spill cleanup.

In 1971, a spill occurred in the San Francisco Bay when two tankers collided and spilled 800,000 gallons of oil, threatening significant sensitive habitat inside and outside the Bay, including the Bolinas Lagoon.

On March 6, 2021, a steel shackle connecting a tugboat to the American Challenger, a 90-foot decommissioned vessel, failed in Bodega Bay, causing the American Challenger to drift into shore. A Coast Guard crew was monitoring it at the time and reported the commercial vessel grounded north of Dillon Beach, off Pt Reyes.

Officials representing the Marin County Sheriff's Office of Emergency Services, the U.S. Coast Guard, the EPA, California Department of Fish and Wildlife, the National Oceanic and Atmospheric Administration, and state Office of Spill Prevention and Response, responded to the scene and attempted to contain the oil and other hazardous materials leaking from the vessel, ensuring debris and toxic substances did not stray into the surrounding Greater Farallones National Marine Sanctuary. About $2.3 million was spent on the initial response and costs related to the stranding, including oil booms, environmental assessments, shoreline surveys and Coast Guard costs, according to the Office of Spill Prevention and Response. The Environmental Protection Agency, Region 9, paid an estimated $1 million for the dismantling and disposal of the vessel.

Additional oil spills have impacted other areas of California:

In 1910, The Lakeview Gusher created the largest accidental oil spill in history, lasting 18 months and releasing an estimated 9 million barrels of crude oil. It occurred due to an eruption of hydrocarbons from a pressurized oil well in the Midway-Sunset Oil Field in Kern County, California.

In 1969, a blowout on an offshore platform off the coast of Santa Barbara, California, spilled over four million gallons of oil.

In 2021, a major oil spill occurred in Orange County, California, originating from an underwater pipe connected to the Elly platform about 4.5 miles offshore near Long Beach. The U.S. Coast Guard estimated that spill covered 8,320 acres of the ocean's surface, spilling approximately 24,696 gallons of oil.

Two of the most significant marine oil spills in American history, each of which was the largest oil spill into American waterways at the time, include:

In 1989, the Exxon Valdez oil tanker ran aground in the Prince William Sound in Alaska, spilling over 11 million gallons of oil.

On April 20, 2010, an explosion occurred on the Deepwater Horizon drilling platform in the Gulf of Mexico, killing 11 people. Before it was capped three months later, approximately 134 million gallons of oil had spilled into the ocean making it the largest marine oil spill in U.S. history. That is equivalent to the volume of over 200 Olympic-sized swimming pools.

While there is currently no oil drilling offshore of Northern California, including Marin County, the potential exists for new drilling to occur in the area in the future. Onshore drilling also does not occur in the Marin County OA. Currently, an oil spill affecting Marin County would most likely emanate from a ship accident as there are no oil pipelines in the Marin County OA. Environmental, economic, and recreational impacts to the Marin County shoreline could be significant depending on the location of the spill and the tides.

3.4.5 Pandemic

A pandemic is a disease outbreak that spreads across countries or continents. It affects more people and takes more lives than an epidemic.

An epidemic is when an infectious disease spreads quickly to more people than experts would expect. It usually affects a larger area than an outbreak.

An outbreak is when an illness happens in unexpected high numbers. It may stay in one area or extend more widely. An outbreak can last days or years. Sometimes, experts consider a single case of a contagious disease to be an outbreak. This may be true if it's an unknown disease, if it's new to a community, or if it's been absent from a population for a long time.

The number of lives lost in a pandemic depends on:

- How many people are infected.
- How severe of an illness the virus causes (its virulence).
- How vulnerable certain groups of people are.
- Prevention efforts and how effective they are.

The California Department of Public Health has identified several diseases that could contribute to an outbreak, epidemic or pandemic in California:

Animal Transmitted
These are diseases that are transmitted to humans by domestic or non-domestic animals. Examples include:

- Brucellosis (undulant fever)
- Campylobacteriosis
- Cat scratch disease
- Cryptosporidiosis
- Escherichia coli (E. coli)
- Giardiasis
- Middle Eastern Respiratory Syndrome (MERS)
- Plague
- Psittacosis (ornithosis, parrot fever)
- Q Fever
- Rabies
- Ringworm
- Salmonellosis
- Toxoplasmosis
- Tularemia

Bloodborne

Viruses, bacteria and parasites that can be carried in blood and cause disease are known as bloodborne pathogens. Transmission of these diseases may be from direct blood contact, needle sticks, intravenous drug use, sexual behavior, insects or other vectors. Examples include:

- Tularemia
- Ebola
- Hepatitis C
- Malaria

Community-Acquired Infections

Community-acquired infections are infections that are contracted outside of a hospital (or are diagnosed within 48 hours of admission) without any previous health care encounter. Examples include:

- Adenovirus
- Bed Bugs
- Body Lice
- Campylobacteriosis
- Conjunctivitis (pink eye)
- Common cold viruses
- Enterovirus, non-polio
- Hand, foot, and mouth disease
- Head Lice (‘ukus)
- Impetigo
- Influenza (flu)
- Invasive Group A Streptococcus (necrotizing fasciitis)
- Legionnaires’ Disease/Pontiac Fever

Foodborne

Foodborne diseases can be spread when food becomes contaminated with fecal matter containing bacteria, viruses, or parasites. This contamination can happen at a farm, manufacturing plant, restaurant, or home. Foodborne diseases usually result in gastrointestinal illness, which can include symptoms such as diarrhea, vomiting, nausea, stomachache, and fever. People who are ill with a foodborne disease can give the infection to others, so proper hygiene and hand washing practices are essential to limit the spread of disease. People experiencing gastrointestinal symptoms should not prepare or handle food for others. Examples include:

- Amebiasis
- Angiostrongyliasis (rat lungworm)
- Anisakiasis
- Botulism
- Brucellosis (undulant fever)
- Campylobacteriosis
- Cholera
- Ciguatera fish poisoning
- Cryptosporidiosis
- Cyclosporiasis
- Escherichia coli (E. coli)
- Giardiasis
- Listeriosis
- Norovirus
- Salmonellosis
- Scombroid
- Shigellosis
- Tularemia
- Typhoid Fever
- Vibriosis
- Yersinia enterocolitica

Influenza

Influenza is an infectious viral disease of birds and mammals commonly transmitted through airborne aerosols such as coughing or sneezing. Symptoms are chills, headache, fever, nausea, muscle pain and occasionally pneumonia. Flu pandemics in the late 19th and 20th centuries include:

- Russian flu
- 1918 Spanish flu
- Asian flu
- Hong Kong flu
- A/H1N1 or the swine flu.

Avian flu strains H5N1 and H7N9 caused human deaths but did not escalate to pandemic proportions.

Mosquito-Transmitted

Mosquitoes found in California are capable of spreading many diseases to humans and animals. Examples include:

- Malaria
- Yellow fever
- Dengue
- Chikungunya
- Zika
- Canine heartworm
- West Nile virus
- Other encephalitis viruses

Historically, California has experienced local transmission of malaria, western equine encephalomyelitis, St. Louis encephalitis, California encephalitis viruses, canine heartworm, and West Nile virus. Canine heartworm and West Nile virus continue to have frequent local transmission in California, with West Nile virus human cases numbering in the hundreds every year. With increased global travel, the potential exists for the introduction or reintroduction of many mosquito-borne diseases into California.

Waterborne Diseases

Diseases caused by micro-organisms transmitted in water can be spread while bathing, washing, drinking water, or eating food exposed to contaminated water.

- Cholera
- Giardiasis
- Legionnaires' Disease /Pontiac Fever
- Leptospirosis
- Typhoid Fever

Sexually Transmitted Disease

HIV/AIDS, chlamydia, gonorrhea, and syphilis are the predominant sexually transmitted infections.

- Chlamydia
- Genital warts
- Gonorrhea
- Hepatitis A, B, and C
- Herpes
- Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS)
- Human papillomavirus
- Syphilis
- Zika

Respiratory Viruses

Respiratory viruses are responsible for influenza-like illness. They can also cause the common cold. The virus that caused the Covid-19 pandemic is a respiratory virus. People at high risk (those with certain underlying conditions, the elderly, the very young, and pregnant women) can develop severe illness that results in hospitalization or death. The best protection is proper hygiene and avoiding contact with sick individuals. The best way for those who are infected to protect others is to cover their nose and mouth when sneezing and coughing, use good hand hygiene, and stay home from work or school.

- Adenovirus
- Coronaviruses
- Influenza
- Parainfluenza
- Parvovirus B19
- Respiratory Syncytial Virus
- Rhinovirus (Common Cold)
- Measles
- Pertussis (whooping cough)

Marin County, like the rest of the United States, was included in the March 2020 FEMA major disaster declaration for the COVID-19 coronavirus pandemic. Since March 2020, Marin County Public Health collected and analyzed information about COVID-19 impact in every community. Figure 3.210 shows Marin County Covid-19 hospitalizations and Figure 3.211 shows Marin County Covid-19 cases, hospitalizations by demographic.

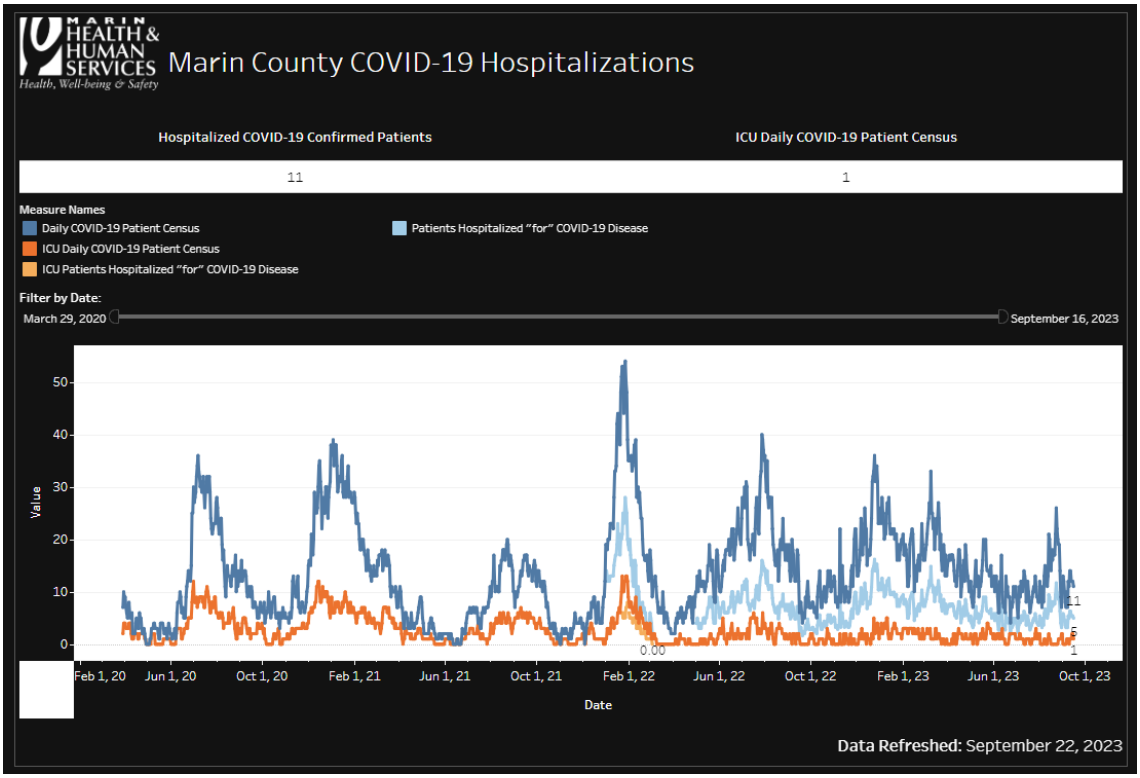


Figure 3.211: Marin County Covid-19 Hospitalizations
Source: California Department of Public Health

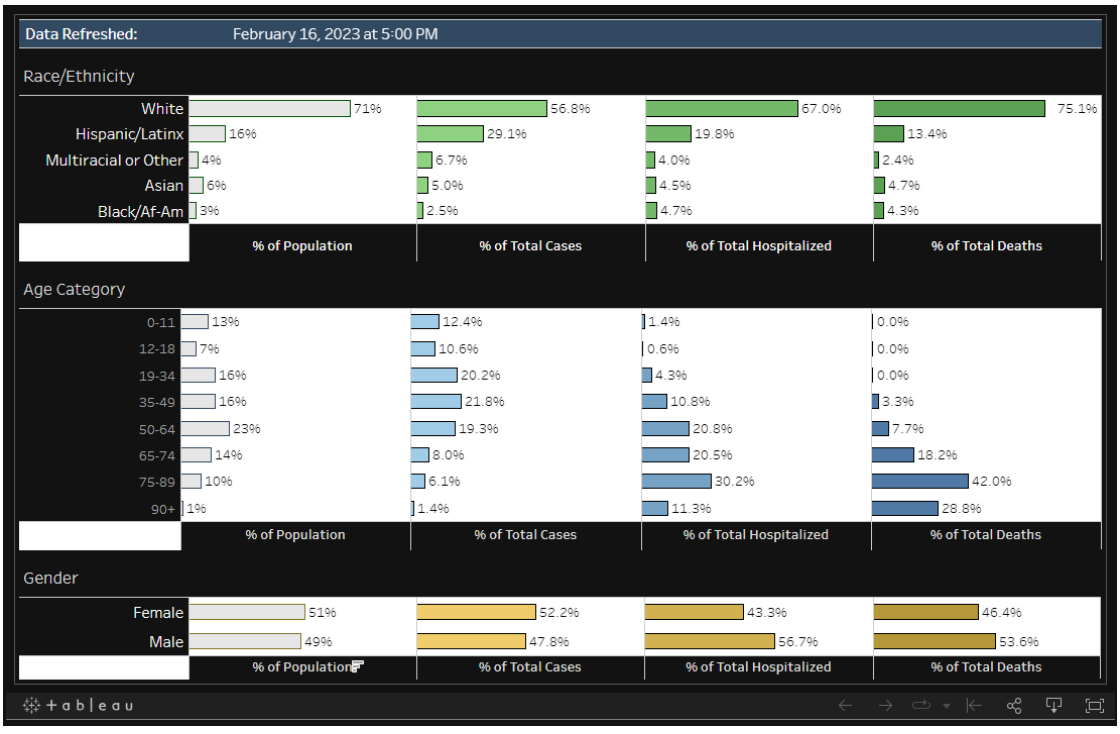


Figure 3.212: Marin County Covid-19 Hospitalizations by Demographics
Source: California Department of Public Health

The 1918 Spanish Flu also had impacts on the Marin County OA. San Rafael city officials took action before the disease hit the rest of Marin County. All unnecessary public gatherings in social halls and fraternal lodge were prohibited in San Rafael. Schools remained open but theaters were closed. The City of San Rafael passed an ordinance authorizing the arrest of people who failed or refused to wear gauze masks when appearing on the streets. Masks were considered a necessity and ultimately the rest of the Marin County OA public was mandated to wear them. By October 24, 1918, all Marin County schools had been closed and churches and lodges were ordered to postpone all planned meetings. The first death in Marin from the flu was reported that same day "when Seth Morby, of Kentfield was taken." The Hotel Rafael in San Rafael was used to house flu patients. A resurgence of flu cases across the Marin County OA occurred throughout much of 1919. Several additional deaths occurred and emergency measures had to be reinstated before being lifted again later in the year.

Climate Change

Climate change is expected to have an impact on health hazards. Projected increases in hot days and extreme heat events will increase the risk of heat-associated deaths. Air quality impacts and drier conditions may exacerbate respiratory and cardiovascular conditions through greater concentrations of pollution and allergens. Prolonged droughts from climate change can also affect the quality of drinking water (Centers for Disease Control and Prevention, 2020).

The *California 4th Climate Assessment* finds that Bay Area public health is threatened by a number of climate related changes, including more extreme heat events, increased air pollution from ozone formation and wildfires, longer and more frequent droughts, and flooding from sea level rise and high-intensity rain events. Heat waves pose increased health risks due to urban heat islands and lack of local experience and cooling infrastructure (air conditioning) in bayside cities. These risks are compounded for low-income communities.

3.4.6 Transportation Systems

Vehicle Accident

A vehicle accident occurs when a motor vehicle collides with another vehicle or object. Vehicle collisions can result in mass fatalities and property damage. A number of factors contribute to the risk of a collision including vehicle design, speed of operation, road design, road environment, driver skill, and impairment due to drugs or alcohol. There are numerous different types of vehicle collisions; of primary concern are the ones that result in a mass fatality and/or a hazmat incident. These incidents can occur due to a single vehicle accident, such as with a tour bus or a truck carrying hazardous materials, or due to a multi-vehicle accident. Multi-vehicle collisions generally occur on high capacity and high-speed routes such as freeways. The only interstate in the Marin County OA is Interstate 580 which connects Marin County to Contra Costa County via the Richmond-San Rafael Bridge. There are several major state highways that traverse the Marin County OA including Highways 101, 1 and 37. See figure 3.212 for a map of roadways in the Marin County OA.



Figure 3.213: Marin County Highways
Source: Marin Convention and Visitors Bureau

Multi-vehicle accidents usually occur in low-visibility conditions. Marin County often experiences fog which can hamper visibility. Road hazards, including black ice and landslides, can cause multi-vehicle accidents in good visibility. On roads with high traffic volume, a chain-reaction crash can occur when motorists are unable to stop. Determining the cause of multi-vehicle accidents is often difficult. Multi-vehicle accidents are particularly deadly due to the heightened risk of injury and chances of a fire occurring. Multi-vehicle accidents can also overwhelm local responding units, making rescue more difficult. Accidents in remote areas can hamper the

ability to receive medical help. A mass fatality and/or hazmat incident could occur on any one of Marin County's major highways.

In March 2006, a freak blizzard with two to four inches of slush caused a 28-car pileup on Highway 101 at the then Waldo Tunnel. Two people were killed and more than a dozen injured, and the northbound lanes were closed for 11 hours. The pileup scattered wreckage 350 to 400 feet along the road.

In December 2022, a Marin Transit bus overturned in rainy weather in San Rafael but there was only one person aboard.

Train Accident

A train accident is a violent and destructive crash involving a train. There are several different kinds of train accidents that can occur. A train can derail due to defects in or the compromising of track infrastructure, human error, mechanical or maintenance issues on the train itself, and/or from hitting another object such as a vehicle or another train. A train can also hit another object without derailing. Train accidents can be classified in terms of both cause and effect:

Classification of train accidents by cause:

Engineer/Conductor Error

- Passing signals at danger
- Excessive speed

Mishandling of the engine

- Failure to check brakes and safety systems
- Failure to stop at required positions

Controller Error

- Allowing two trains into the same occupied block section
- Other Railway Personnel Error (shunters, porters, maintenance workers)
- Accidental track obstruction
- Improper maintenance activities (leading to warped rails, damaged ties, faulty signals, etc.)

Mechanical Failure of Rolling Stock (Train Cars)

- Poor maintenance
- Poor design
- Undetected damage
- Overloading of or improperly secured freight
- Combustion fire

Civil Engineering Failure

- Track faults
- Bridge and tunnel collapses
- Poor track or junction layout

Non-Railway Personnel Error

- Accidental track obstruction

Deliberate Acts

- Deliberate track obstruction
- Intentional damage to track infrastructure or the train itself
- Level crossing misuse

Natural Causes

- Track obstruction due to landslides, avalanches, floods, or felled trees
- Fog or snow that can obscure signals or the position of a train
- Wet leaves

Classification of Train Accidents by Effect:

Collision (any of which can cause a derailment)

- Head-on collision
- Rear collision
- Slanting collision
- Collision with buffer stops
- Collision with obstructions of the track

Derailment

- Plain track
- Curve
- Junction

Other

- Fires, explosions, and release of hazardous chemicals
- People falling from trains

A train accident can cause significant loss of life and/or property and environmental damage depending on the severity of the accident and the type of materials involved. In addition to hazardous commodities being transported, fuel tanks on locomotives can also cause a fire and/or an environmental hazard.

The Sonoma-Marin Area Rail Transit (SMART) is the North Bay's passenger rail service for Marin County. SMART is a Class 4 railroad. The current 45-mile system includes stations in Novato, San Rafael, and Larkspur. SMART's system also includes a bicycle and pedestrian pathway along the rail corridor. SMART also provides freight service to North Bay businesses in Marin County on the same line. SMART Freight operates on the historic rail corridor constructed by Southern Pacific Railroad in the late 1800s and later utilized by Northwestern Pacific Railroad (NWP) beginning in 1914. See Figure 3.213 for a map of the SMART commuter and freight line.

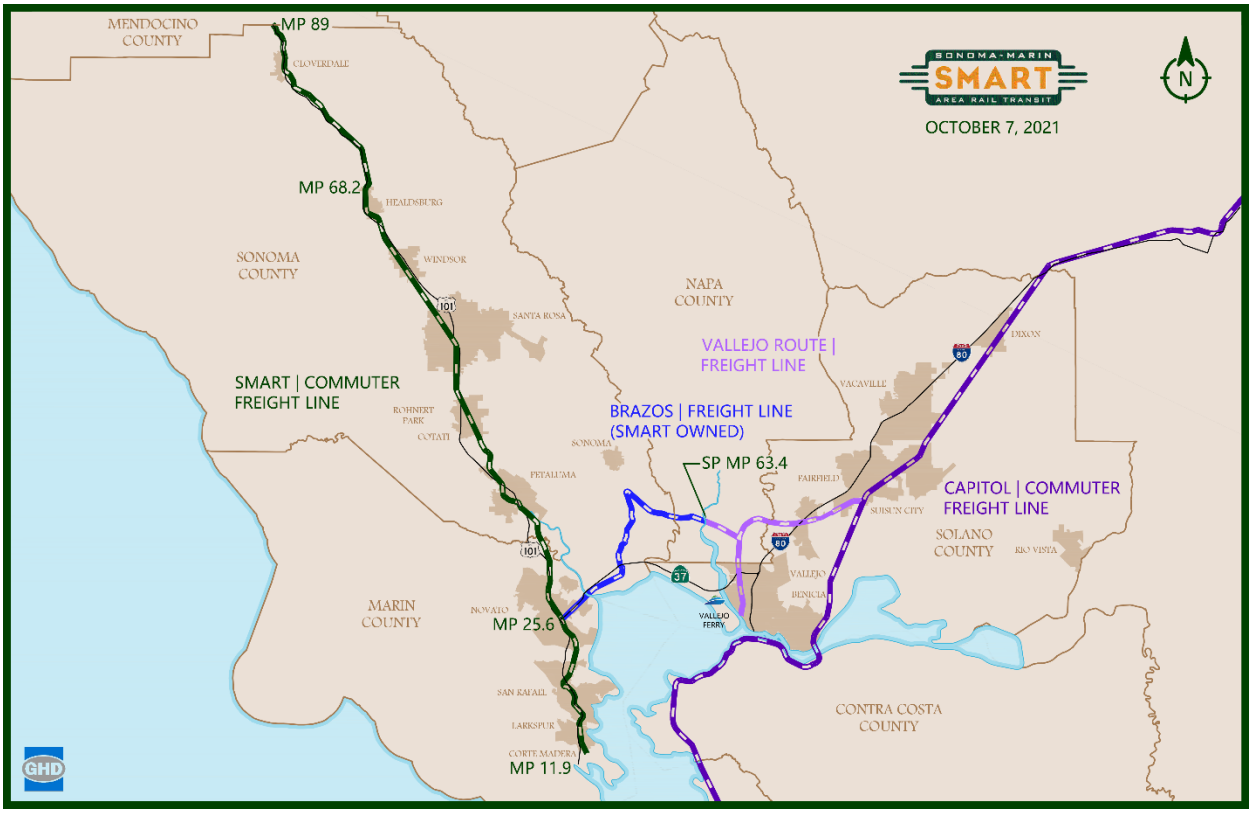


Figure 3.214: SMART Commuter and Freight Line
Source: SMART

There are currently 24 bridges in the segment of the SMART line from San Rafael to Santa Rosa in Sonoma County as well as 63 at grade crossings. A positive train control system was implemented for the length of the service corridor for customer and pedestrian safety.

The SMART commuter fleet consists of nine two-car Nippon Sharyo DMU trainsets. Each DMU car is powered by a Cummins QSK19-R diesel engine. Trains may be as long as station platforms provided there are cabs facing the outer ends. Each two-car train has room for over 300 passengers. Trains operate 19 round trips on weekdays at an average of 34.1 miles per hour. SMART freight trains do not transport hazardous materials and currently carry grain, food supplies and lumber.

On March 19th, 2023, a SMART freight train carrying corn tipped over in Sonoma County after heavy rainfall saturated the railroad tracks. Several cars derailed. There were no injuries.

On February 10th, 2023, a SMART commuter train hit a car in Novato, killing a woman. No passengers on the train were injured.

On September 17th, 2020, a SMART commuter train hit a car in San Rafael, injuring a woman. No passengers on the train were injured.

A July 2016 fire aboard one of Toronto's Nippon Sharyo units revealed a design flaw in the engine's crankshaft that would result in premature wear. SMART delayed operations until the engines could be serviced to correct the problem.

In December 2014, rains washed away some of the SMART train track beds near Petaluma in Sonoma County, but the trains were not running.

Airplane Accident

An airplane accident is an occurrence associated with the operation of an airplane where a person is fatally or seriously injured and where the aircraft sustains damage or loss. Airplane accidents can occur as a result of pilot error, mechanical issues associated with aircraft, terrorism, weather, or other human error. The majority of airplane accidents and fatalities occur before or during takeoff and during approach or landing.

There are two airports, two heliports and a seaplane base in Marin County, though none of them serve commercial flights. They are all private with the exception of the Gnoss Field Airport which is operated by Marin County Public Works.

Gnoss Field Airport - DVO
Novato, California

San Rafael Airport - CA35
San Rafael, California

San Rafael Private Heliport - 5CA3
San Rafael, California

Commodore Center Heliport - JMC
Sausalito, California

Commodore Center Seaplane Base - 22CA
Sausalito, California

There could be numerous different impacts from an airplane crash in the Marin County OA. The worst-case scenario would be if a large commercial aircraft were to crash in any heavily populated area of the OA resulting in a mass casualty incident and significant damage on the ground. The chances of this occurring are small. The most likely significant event would be a small to medium size airplane having an incident in a heavily populated area of the OA.

On July 8th 2023, a single-engine Cessna 172 plane crashed near San Rafael Airport. The plane's tail hit power lines before the plane struck the ground. One person was killed.

On May 9th, 2022, a fixed-wing, single-engine Vans RV-10 plane crashed into a hillside near the Golden Gate Bridge. At the time of the crash, the area was surrounded by thick fog. Two people were killed.

On May 16th, 1946, a U.S. Army B-17 Flying Fortress aircraft crashed into White's Hill near Fairfax, California. Two people were killed and six seriously injured.

Ship Accident

A ship accident is a marine event that occurs directly in connection with the operation of a ship and results in loss of life, environmental damage, material damage to a ship, and/or the total loss of a ship. Ship accidents can occur as a result of a fire, explosion, collision, grounding/shoaling, contact, heavy weather damage, hull cracking, or hull defect that can result in the immobilization of main engines, penetration of the ship, extensive structural damage,

and/or a breakdown that necessitates towing assistance. A ship accident can occur with both cargo and passenger ships.

Since the closure of the Marinship shipyard, Marin County does not have a marine port. There are several ferry terminals in Marin County that cater to passenger vessels:

Larkspur Landing, also known as the Larkspur Ferry Terminal, serves the Golden Gate Ferry which travels to two locations in San Francisco.

The Tiburon Ferry Terminal serves the Golden Gate Ferry which travels to two locations in San Francisco and the Angel Island–Tiburon Ferry Company for ferry service to Angel Island State Park.

The Sausalito Ferry Terminal serves the Golden Gate Ferry and the Blue & Gold Fleet which both travel to San Francisco.

The Golden Gate Ferry has a fleet of four catamarans and three monohull vessels. The monohull vessels are named M.S. Marin, M.S. San Francisco, and M.S. Sonoma. The Marin can carry 750 passengers, and the San Francisco and Sonoma can carry 630 passengers each. The catamarans are named the M.V. Del Norte, M.V. Golden Gate, M.V. Mendocino, and M.V. Napa. The Del Norte has a capacity of 400 passengers while the other three vessels have a capacity of 450 passengers. The Blue & Gold Fleet operates a fleet of 21 vessels, the largest of which can hold approximately 450 people. The Angel Island Tiburon ferry operates three vessels, the largest of which can hold 400 people.

There are numerous public and private marinas and boating facilities in the Marin County OA along San Francisco Bay, Richardson Bay and Tomales Bay that serve smaller passenger watercraft and commercial fishing vessels.

The most significant maritime incident that could occur in the Marin County OA would be from a large ferry at full capacity having an incident in San Francisco or Richardson Bay or at one of the ferry terminals.

On November 23rd, 2018, a ferry carrying 53 passengers from Larkspur to San Francisco crashed into the dock at the San Francisco Ferry Terminal. Two people on board were injured. Both the ferry and the San Francisco Ferry Building dock sustained damage in the crash.

SECTION 4.0: MITIGATION STRATEGY

44 CFR Requirement §201.6(c)(3) [The plan shall include the following:] A mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs, and resources, and its ability to expand on and improve these existing tools.

§ 201.6(c)(3)(i) [The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long - term vulnerabilities to the identified hazards.

§201.6(c)(3)(ii) [The hazard mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. All plans approved by FEMA after October 1, 2008, must also address the jurisdiction's participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.

§201.6(c)(3)(iii) [The hazard mitigation strategy shall include an] action plan, describing how the action identified in paragraph (c)(3)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

§ 201.6(c)(3)(iv) For multi - jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.

§201.6(c)(4)(ii) [The plan shall include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or

Mitigation projects that address the goals and objectives developed in the previous section were identified, evaluated, and prioritized. These actions form the core of the hazard mitigation plan. A capabilities assessment was conducted by Marin County and its participating jurisdictions, reviewing existing local plans, policies, and regulations for any other capabilities relevant to hazard mitigation planning. An analysis of their capability to carry out these implementation measures with an eye toward hazard and loss prevention was conducted.

The capabilities assessment required an inventory of each jurisdiction's legal, administrative, fiscal and technical capacities to support hazard mitigation planning. After completion of the capabilities assessment, each jurisdiction evaluated and prioritized their proposed mitigations. Each jurisdiction considered the social, technical, administrative, political, legal, economic, and environmental opportunities and constraints of implementing a particular mitigation action. This step resulted in a list of acceptable and realistic actions that address the hazards identified in each jurisdiction.

4.1 CHANGES IN DEVELOPMENT

Overall hazard vulnerability has remained unchanged over the past 5 years due to development and population changes. Marin County development and populations have increased in some cities and decreased in several others over the last 5 years. Overall vulnerability and risk reduction has been achieved through carefully planned development and application of the capabilities detailed in Section 4.3 CAPABILITY ASSESSMENT.

Marin County is a county located in the northwestern San Francisco Bay Area. As of the 2020 census, the population was 262,231. Its county seat and largest city is San Rafael. Marin County is across the Golden Gate Bridge from San Francisco and is included in the San Francisco–Oakland–Berkeley, CA Metropolitan Statistical Area.

Unincorporated Marin County includes most of West Marin, which borders the Pacific Coast and is the most rural part of the county, with Golden Gate National Recreation Area and the Point Reyes National Seashore occupying much of the area and small communities mixed throughout. There are also pockets of unincorporated areas along the central, Highway 101 corridor and the San Francisco Bay shoreline. Altogether, there are 22 distinct communities within unincorporated Marin County.

According to the U.S. Census, the population in unincorporated Marin is 66,987. While population in both the unincorporated County and the County grew in the first half of the 2010s, since 2017 the population has decreased in both areas, with the most significant drop occurring in the most recent year. Between 2020 and 2021, the population in the unincorporated County decreased by 2.6%, over twice as much as in the County as whole (1.2%). The Association Bay Area of Governments (ABAG) projects that the population in the unincorporated County will grow by only 2% in the next two decades.

Based on 2021 data from the California Department of Finance (DOF), the unincorporated area of Marin has 24,778 single-family homes constituting 83% of the total housing stock, 4,452 multi-family homes comprising 15% of all housing, and 588 mobile homes, for a total of 29,818 homes. The beauty of the natural landscape helps define the character of the community, but it also presents risk of natural hazards that present challenges to locating and building new housing, which have been skillfully met in the 2023 update to Marin County's Housing Element.

The Regional Housing Needs Assessment (RHNA) allocation for unincorporated Marin for the 2023-31 planning period has been determined by ABAG to be 3,569 housing units, including 550 units for extremely low income, 550 units for very low-income households, 634 units for low-income households, 512 units for moderate-income households, and 1,323 units for above moderate-income households.

Table 4.1 presents entitled projects and pending entitled projects in unincorporated Marin County.

Table 4.1: Unincorporated Marin County Future Growth Areas

Development	# of Units	# of Parcels	Project Date	Acres	Fire Severity Zone	Flood Zone
North Knoll Rd/Saint Thomas Dr	59	2	N/A	3.7	NA	NA
Pan Pac Ocean Site	32	4	N/A	16	NA	NA
Strawberry Commercial	60	4	N/A	2	NA	NA
Strawberry Rec District Site	46	1	N/A	2.3	NA	NA
Strawberry Village Center	100	2	N/A	3.3	NA	NA
Oak Manor Commercial Center	36	2	N/A	1.6	NA	NA
Kentfield Commercial Underutilized	71	12	N/A	2.4	Moderate	AE
Sloat Garden Center	31	2	N/A	1.1	NA	AO
Marin County Juvenile Hall	80	1	N/A	2.7	High	NA
Marinwood Plaza	125	4	N/A	125	High	NA
Office Building (Across from Juvenile Hall)	58	1	N/A	2.32	High	NA

St. Vincents	680	3		34	NA	NA
Marin Gateway Center	100	1		5	NA	X02
MLK Academy School	63	1		6	High	NA
825 Drake	74	1			Moderate	NA
Atherton Corridor	147	4		7.4	Moderate	NA
Black Point (Vacant)	58	1		14.5	Moderate	NA
Buck Center Vacant Property	249	2		12.5	NA	NA
Greenpoint Nursery	53	1		3.5	Moderate	AE
Bernard Osher Marin Jewish Community Center	49	4		1.6	Moderate	NA
Cal Park	110	11		3.7	NA	AE
Church of Jesus Christ	35	1		1.2	Moderate	NA
McPhail School	33	3		1.1	NA	AE
Old Gallinas Children Center	50	1		1.7	Moderate	NA
San Quentin Adjacent Vacant Property	230	1		7.7	NA	NA
Office – Lagunitas (Upper Floors and Rear Prop)	30	2		1.5	Moderate	NA
San Domenico School	50	1		1.7	High	NA
Sacramento/San Anselmo Properties	64	4		2.1	Moderate – NA	NA
Holiday Inn Mill Valley	72	1		2.4	NA	AE
Jack Krystal Hotel Parcel Site	36	1		1.2	NA	AE
Shoreline Unified School District	44	2		2.2	Moderate	NA
Olema Underutilized	36	4		3.6	Moderate – NA	AE
Pt Reyes Coast Guard Rehabilitation/Conversion	50	1		10	Moderate	NA
Pt. Reyes County Vacant Site	37	2		1.9	Moderate	NA
Shoreline Unified School District	44	2		2.2	Moderate	NA
Tomales (Vacant)	30	5		32	Moderate	NA
Total	**3,122**	**95**				

Table 4.1: Unincorporated Marin County Future Growth Areas
Source: Marin County Department of Community Development

4.2 Changes in Priorities

The overall hazard mitigation priorities in Marin County and its participating jurisdictions have not changed since the 2018 MJHMP update. However, the strategies that support the overall county priorities have changed since the 2018 MJHMP and are reflected in the sections below. There were many projects that were either ongoing day-to-day activities or were response related that were deleted from the 2018 MJHMP project list and not carried over to this plan update. Several actions were completed, and new projects were added to coincide with the changes in priorities, progress in local mitigation efforts and changes in development.

4.2.1 Vulnerability and Risk Reduction

All new development occurring in the future growth area identified in Table 4.1 will provide hazard vulnerability and risk reduction for the county. This reduction will occur due to the anticipated improvements and investments implemented in the 2023 revisions to the Marin County General Plan. In addition, any new development will comply with the most up-to-date building codes and use the latest techniques, further reducing vulnerabilities throughout the County.

4.3 Capability Assessment

Capabilities are the programs and polices currently in place to reduce hazard impacts or that could be used to implement hazard mitigation activities. The capability assessment identifies the local planning mechanisms where information from the 2018 MJHMP is incorporated and where updated hazard mitigation information from this 2023 MJHMP will be incorporated once approved. The capability assessment is divided into four sections: regulatory, administrative and technical, fiscal, and outreach and partnerships.

4.3.1 Regulatory Capabilities

The legal and regulatory capabilities include existing ordinances and codes that affect the county's or city's physical or built environment. Examples of legal and/or regulatory capabilities can include: a jurisdiction's building codes, zoning ordinances, subdivision ordnances, special purpose ordinances, growth management ordinances, site plan review, general plans, capital improvement plans, economic development plans, emergency response plans, and real estate disclosure plans. The table below lists regulatory mitigation capabilities, including planning and land management tools, typically used by local jurisdictions to implement hazard mitigation activities and indicates those that are in place.

Table 4.2: Legal and Regulatory Capabilities

Plans	Yes/No Latest Update	Does the plan/program address hazards? Does the plan identify projects to include in the mitigation strategy? Can the plan be used to implement mitigation actions?
Countywide Plan: Water Resources, Environmental Hazards, and Public Safety Sections	Y 2023	Describes hazard areas and regulates current and future development based on known hazard areas. **Expansion and Improvement:** The HMP will be informed by referencing the Safety Element of the General Plan. The City will adopt the approved HMP as part of the General Plan Safety Element to meet the requirements of AB 2140.
Local Coastal Program	Y 2023	Pursuant to the California Coastal Act, Marin County's Local Coastal Program guides land use and development to ensure protection of public access and other coastal resources along Marin County's Pacific coastline. **Expansion and Improvement:** Included is a hazards section with policies that guide development standards and project review for areas subject to hazards including flooding, bluff retreat, earthquakes, and coastal erosion.
County Emergency Operations Plan	Y 2018	This plan describes what the County's actions will be during a response to all hazards. Includes annexes that describe in more detail the actions required of departments/agencies. Further, this plan describes the role of the Emergency Operation Center (EOC) and the coordination that occurs between the EOC and the local jurisdiction's departments and other response agencies. **Expansion and Improvement:** This plan may be used for mitigation in that it describes risk and vulnerability in the county.

Area Housing Authority Organizational Emergency Response Plan	Y	Enhances the Area Housing Authority's ability to effectively respond to emergencies by establishing procedures and assigning responsibilities. **Expansion and Improvement:** This plan may be used for mitigation in that it describes risk and vulnerability in the county.
Strategic Plan	No	
Capital Improvements Plan	Y 2021	The Capital Improvement Plan (CIP) was developed through collaboration between Capital Project staff of Public Works (DPW) and the County Administrator's office. Significant input was provided by multiple County departments, special districts, and enterprise funds of outside the general County General Funds. The CIP presents the proposed funding for the fiscal year (FY) of 2021-2022 to improve four key areas. Facility improvements, water resources, road infrastructure, and airports. **Expansion and Improvement:** CIP identifies potential hazard mitigation projects.
Economic Development Plan	Y 2022	The Marin County Economic Vitality Strategic Plan outlines "Flagship Initiatives" that the County of Marin and community partners will pursue over the next 5 years. Ultimately, the actions taken are intended to create a dynamic economy, providing equitable access to good jobs, opportunities for new business creation and a high quality of life for all Marin's residents. **Expansion and Improvement:** The plan has a strong focus on the impact of Covid-19 on the local economy, so may be used to show how disasters impact Marin's businesses and workforce, but does not have mitigation projects.
Continuity of Operations Plan	N	
Flood Safety Plan	Y	Plan addresses flood hazard response, not mitigation. It was created in 2018 and a 2023 update is in progress.
Engineering Studies for Streams	Y	There are many existing studies on marinflooddistrict.org. A study of Novato Creek is currently underway. **Expansion and Improvement:** These studies do identify potential hazard mitigation projects.
Open Space Management Plan	Y	Marin County Parks holds numerous plans that guide open space management: Strategic Plan, Road and Trail Management Plan, Vegetation and Biodiversity Management Plan, Inclusive Access Plan. **Expansion and Improvement:** Some of these plans contain guidance for mitigation projects and will be aligned with the MJHMP to describe developmental trends, hazards, and potential development in hazard areas.
Regional Transportation Plan (RTP)	Y 2021	The Transportation Authority of Marin (TAM) participates in the nine-county Metropolitan Transportation

		Commission, which adopted Plan Bay Area 2050. The plan outlines strategies spread across transportation, housing, the economy and the environment that seek a more equitable Bay Area. **Expansion and Improvement:** The plan does outline regional strategies for mitigation that may be used in Marin.
Stormwater Management Plan/Program	Y 2022	SWRP is a watershed-level resource planning document covering the County and Marin's 11 cities that describes watershed issues, identifies project opportunities with multiple benefits, and creates a prioritized list of project opportunities based on quantifying multiple benefits. **Expansion and Improvement:** The Plan will be aligned with the MJHMP in describing and developing mitigation actions to address climate change and drought. Water demand reduction strategies contained in the plan should be considered for inclusion as mitigation activities in the MJHMP.
Repetitive Loss Area Analysis	Y	On July 18, 2023, an expanded and updated multi-jurisdictional analysis was adopted by the County Board of Supervisors.
Community Wildfire Protection Plan	Y 2020	CWPP addresses wildfire risk and mitigation measures to take throughout the county. **Expansion and Improvement:** The plan can be used to support and guide mitigation efforts.
Other special plans (e.g., brownfields redevelopment, disaster recovery, coastal zone management, climate change adaptation)	Y	25 Community and area plans within Marin. Climate change adaptation policies and programs in Countywide Plan Safety, Element/Environmental Hazards section. Policies and programs address sea level rise, flooding, extreme heat, wildfire, equitable safety planning for vulnerable populations.
Building Code, Permitting, and Inspections	Y/N	Are codes adequately enforced?
Building Code	Y	Yes, the Community Development Agency established a code compliance program to ensure adherence with the County's law and regulations related to zoning, construction, and environmental health. **Expansion and Improvement:** Adherence to building codes, including local codes, regulates growth and controls land use patterns. Addressing known hazards, as codes are updated, results in lowered risk and potentially fewer losses.
Building Code Effectiveness Grading Schedule (BCEGS) Score	Y 3	Yes, codes are adequately enforced. The County's score is 3.
Fire department ISO rating:	Y 3/3X	The County's ISO Rating is 3/3x; to be rated a "3" the parcel must be within 1000-ft of a municipal fire hydrant and 5-miles from a fire station. If either of those criteria are not met, the parcel is 3x (the old 9). Furthermore, per the State, if the parcel is more than 5-miles from a fire station, the parcel is rated "10". Yes, our codes are adequately

		enforced.
Site plan review requirements	Y	Yes, this is adequately achieved.
Land Use Planning and Ordinances	Y/N	Is the ordinance an effective measure for reducing hazard impacts? Is the ordinance adequately administered and enforced?
County Code of Ordinances	Y	The purpose of this code is to establish the minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, access to persons with disabilities, sanitation, adequate lighting and ventilation and energy conservation, and safety to life and property from fire and other hazards attributed to the built environment; to regulate and control the demolition of all buildings and structures, and for related purposes. **Expansion and Improvement:** Adherence to local ordinances regulates growth and enforces standards. Addressing known hazards, as codes are updated, results in lowered risk and potentially fewer losses.
Zoning ordinance	Y 2023	Zoning ordinances are regularly updated (last update 2023). Yes, they are adequately administered and enforced. **Expansion and Improvement:** Adherence to local ordinances regulates growth and enforces standards. Addressing known hazards, as codes are updated, results in lowered risk and potentially fewer losses.
Subdivision ordinance	Y	Yes, the ordinance is adequately administered and enforced. It is regularly updated (last update 2023). **Expansion and Improvement:** Adherence to local ordinances regulates growth and enforces standards. Addressing known hazards, as codes are updated, results in lowered risk and potentially fewer losses.
Floodplain ordinance	Y	Marin County Code 23.09 Floodplain Management. Ordinance 3293 Sec 1, 1999 **Expansion and Improvement:** Adherence to local ordinances regulates growth and enforces standards. Addressing known hazards, as codes are updated, results in lowered risk and potentially fewer losses.
Natural hazard specific ordinance (stormwater, steep slope, wildfire)		Hazards are addressed in the Development Code, Title 22. Regularly updated. **Expansion and Improvement:** Adherence to local ordinances regulates growth and enforces standards. Addressing known hazards, as codes are updated, results in lowered risk and potentially fewer losses.
Flood insurance rate maps	Y	Hard copies of the FEMA Flood Insurance Rate Maps (FIRM) are maintained in the DPW Land Development office. Electronic copies are available on MarinMap.org. **Expansion and Improvement:** The maps can be used to support and guide mitigation efforts.

Elevation Certificates		Elevation Certificates are required for all new and substantially remodeled structures. Hard copies of all Elevation Certificates since 1982 are maintained in the DPW Land Development office. **Expansion and Improvement:** The certificates can be used to support and guide mitigation efforts.
Acquisition of land for open space and public recreation uses	Y	The County of Marin is committed to continuing to preserve open space. **Expansion and Improvement:** As a member of Together Bay Area, the County has prioritized purchasing multiple open space properties to that may be used as open space preserves and recreation space.
Erosion or sediment control program	Y	Requires property owners to have effective Best Management Practices in place to control pollutants in runoff from certain earth-disturbing activities. **Expansion and Improvement:** The program can be used to support and guide mitigation efforts.

Table 4.2: Marin County Legal and Regulatory Capabilities
Source: Marin County

Plans

44 CFR Requirement §201.6(c)(4)(ii) [The plan shall include a] process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvements, when appropriate.

Marin General Plan

California Government Code 65300 requires that every City and County in the state have a General Plan. The Marin General Plan, adopted in 2007, was prepared over a multiyear period that included an extensive public review process. The Marin General Plan was updated in 2015, with the Housing and Safety Elements updated in 2023. The Marin General Plan is the most important policy and planning document in the county and is used by virtually every department. The Marin General Plan is the County's statement of its vision for the future. The Marin General Plan contains policies covering every aspect of the County: land use (how land can be developed), circulation, noise, air quality, housing, open space and conservation, and health and safety.

Marin County specific goals and policies related to mitigation of natural hazards are as follows:

Table 4.3: County of Marin General Plan	
Goal/Policy/ Program	**Explanation**
Land Use Element	
Goals	The requirements of the land use element are met in the following sections of the General Plan: water resources, community development, planning areas. The goals for these elements are: To support healthy watersheds and provide clean and adequate water for wildlife and humans. To utilize the Environmental Corridor Land Use Framework, coordinate with other jurisdictions, and map land use designations. To establish land use policies for the seven planning areas.
Policies	Overall policies for land use are intended: to protect, improve, and restore resources, including, directing land use to appropriate areas, reducing impacts, establishing land use designations and categories, and setting land use standards.
Programs	Programs for land use include, setting standards, monitoring and assessing programs, coordinating with other jurisdictions, following best practices, maintaining urban, agricultural, and natural corridors, consider amending urban service areas preserve resources, consider sea level rise. Programs also include, updating plans, reviewing codes, and revising zoning maps.
Conservation and Open Space Element	
Goal	To sustainably manage and preserve open space and biological resources for the benefit of the environment and Marin residents.
Policy	Policies for Conservation and Open Space include; support efforts and continue to acquire open space, balance shoreline protection and access, protect natural resources, support vegetation and wildlife disease management, control non-native plants and species, and restrict use of toxic chemical substances in habitats.
Program	Conservation programs include mapping natural communities, developing monitoring programs, and partnering with local actors. Open space programs include, coordinating with partners, establish compatible policies, inform and enforce, research, and acquire and protect lands.
Safety Element	
Goals	To reduce risk, increase safety, and bolster resilience in an equitable manner.
Policies	Policies in the Safety Element are to represent an inclusive, community-led approach to bolstering resilience. Furthermore, policies are evidence of an all-hazard informed, approach to protection, planning, and regulation.
Programs	Programs in the Safety Element include specific outreach and support to vulnerable populations, working with local leaders, coordinating with private and public partners, improving hazard information sharing with residents, improving infrastructure and systems to support/improve emergency response, and utilizing planning functions.
Public Facilities Element	
Goal	To provide adequate public facilities and services to accommodate the level of development planned by cities and towns and the County.
Policies	Policies to support the County's Public Facility Element include requiring cost sharing, effective planning, discouraging privatization, and reducing demand on public facilities.
Programs	Programs include requiring fair share contributions, planning for service expansion, preparing naming and sponsorship guidelines, and reducing demand on public facilities.

Table 4.3: Marin County Goals and Policies
Source: Marin County General Plan

4.3.2 Administrative and Technical Capabilities

The administrative and technical capability assessment identifies the personnel responsible for activities related to mitigation and loss prevention in Marin County. Many positions are full time and/or filled by the same person.

Table 4.4: Administrative and Technical Capabilities

Administrative	Yes/No	Is coordination effective?
Planning Commission	Y	Administrative Services Division handles finance and purchasing, budgeting, risk management, information technology, and business licensing for the community. The department may be responsible for implementing mitigation actions related to the department's scope. **Expansion and Improvement:** Prioritize new initiatives that support mitigation activities within the county.
Marin Operational Area Hazard Mitigation Working Group	Y	The County participates in the Marin Operational Area Hazard Mitigation Working Group that meets quarterly to review and manage Hazard Mitigation projects and programs. The Hazard Mitigation Committee is the supporting branch of the disaster council. **Expansion and Improvement:** Prioritize new initiatives that support mitigation activities within the County.
Maintenance programs to reduce risk (e.g., tree trimming, clearing drainage systems)	Y	Many Flood Zones have creek and drainage maintenance programs. These only cover a small portion of creeks in the County, where residents formed a flood zone and where a project was initiated and right of way acquired by the Marin County Flood Control & Water Conservation District. Under the guidelines of the 2020 Pacific Gas and Electric Wildfire Mitigation Plan, PG&E will assist with mitigation efforts by clearing trees. **Expansion and Improvement:** The Marin Wildfire Prevention Authority will provide funding and educational programs on best practices for prevention efforts. Brush clearance and controlled burns will assist with mitigation efforts.
Mutual aid agreements	Y	Fire, Law, PW, Water agencies, MHOAC
Technical	Yes/No	Has capability been used to assess/mitigate risk in the past?
Warning systems/services (Reverse 911, outdoor warning signals)	Y	Utilizes the emergency warning systems through the EAS system as their primary warning capability. Utilizes the emergency warning systems through telephone, text, and email notification utilizing reverse 911. **Expansion and Improvement:** To ensure the effectiveness of the emergency warning system and proper community response, monthly LRAD testing, and IPAWs drills are required.
Hazard data and information	Y	Yes, previous and new mitigation projects are informed by hazard data and information.

Grant writing	Y	Yes
Hazus analysis	N	
Staff/Personnel Resources	Yes/No Full Time/ Part Time	Is staffing adequate to enforce regulations? Is staff trained on hazards and mitigation? Is coordination between agencies and staff effective?
Chief Building Official	Y/PT	Yes **Expansion and Improvement:** Integrate mitigation actions and strategies into the Capital Improvements Program and annual budgeting.
Planner(s), engineer(s) and technical staff knowledge of land development, land management practices, and natural hazards.	Y/FT	Develops and maintains the General Plan, including the Safety Element. Develops area plans based on the General Plan, to provide more specific guidance for the development of more specific areas. Reviews private development projects and proposed capital improvements projects and other physical projects involving property for consistency and conformity with the General Plan. Anticipates and acts on the need for new plans, policies, and Code changes. Applies the approved plans, policies, code provisions, and other regulations to proposed land uses. **Expansion and Improvement:** Provide opportunities for continued education to staff to maintain knowledge of new code and regulatory requirements.
Engineer(s), Building Inspectors/Code Enforcement Officers or other professional(s) and technical staff trained in construction requirements and practices related to existing and new buildings.	Y/FT	Oversees the effective, efficient, fair, and safe enforcement of the California Building Code **Expansion and Improvement:** Provide opportunities for continued education to staff to maintain knowledge of new code and regulatory requirements.
GIS Coordinator	Y/FT	Yes
Community Development Staff	Y/FT	Develops and maintains the General Plan, including the Safety Element. Develops area plans based on the General Plan, to provide more specific guidance for the development of more specific areas. Reviews private development projects and proposed capital improvements projects and other physical projects involving property for consistency and conformity with the General Plan. **Expansion and Improvement:** Provide opportunities for continued education to staff to maintain knowledge of new code and regulatory requirements.

Engineer(s), project manager(s), technical staff, equipment operators, and maintenance and construction staff.	Y/FT	Maintains and operates a wide range of local equipment and facilities as well as providing assistance to members of the public. These include providing sufficient clean fresh water, reliable sewer services, street maintenance, storm drainage systems, street cleaning, streetlights and traffic signals. **Expansion and Improvement:** Provide opportunities for continued education to staff to maintain knowledge of new code and regulatory requirements.
Floodplain Administrator	Y/FT	Reviews and ensures that new development proposals do not increase flood risk, and that new developments are not located below the 100 year flood level. In addition, the Floodplain Administrator is responsible for planning and managing flood risk reduction projects throughout the unincorporated county. **Expansion and Improvement:** Provide opportunities for continued education to staff to maintain knowledge of new code and regulatory requirements.
Emergency Management	Y/FT	Maintains and updates the Emergency Operations Plan for the county. In addition, coordinates local response and relief activities within the Emergency Operation Center, and works closely with local, state, and federal partners to support planning and training and to provide information and coordinate assistance. **Expansion and Improvement:** Develop a quarterly countywide emergency management and hazard mitigation coordination meeting.
Procurement Services Manager	Y/FT	Provides a full range of municipal financial services, administers several licensing measures, and functions as the county's Procurement Services Manager.
Marin County Sheriff's Office Staff	Y/FT	Yes, the Marin County Sheriff's Office is comprehensively staffed and trained on hazards. In addition to field services, the responsibilities of the Sheriff's Office include maintaining the county jail, providing security to the Superior Court, operating a countywide communications division, operating a documentary services division consisting of records, warrants, civil units, and more. **Expansion and Improvement:** Proactively identify opportunities to coordinate and collaborate with neighboring jurisdictions to increase County and region-wide capabilities.
Marin County Fire Staff	Y/FT	The Marin County Fire has responsibility for fire suppression and emergency response in commercial, residential, wildland / urban interface. The Marin County Fire supports implementation of mitigation actions that reduce the risk of wildfire. The Marin County Office of Emergency Management, a division of the County Fire Department, conducts

		emergency preparedness activities for the community. Mitigation activities related to emergency preparedness can be implemented by OEM in partnership with other county partners. **Expansion and Improvement:** Proactively identify opportunities to coordinate and collaborate with neighboring jurisdictions to increase County and region-wide capabilities.

Table 4.4: Marin County Goals and Policies
Source: Marin County General Plan

4.3.3 Fiscal Capabilities

The fiscal capability assessment shows specific financial and budgetary tools available to Marin County such as community development block grants; capital improvements project funding; authority to levy taxes for specific purposes; fees for water, sewer, gas, or electric services; impact fees for homebuyers or developers for new development; ability to incur debt through general obligations bonds; and withholding spending in hazard-prone areas.

Table 4.5: Marin County Fiscal Capabilities

Financial	Yes/No	Has the funding resource been used in past and for what type of activities? Could the resource be used to fund future mitigation actions?
Capital improvements project funding	Y	Yes, Capital Improvements Project funding has been used in the past and can be used for future mitigation projects.
Authority to levy taxes for specific purposes	Y	Post Prop 13 and Prop 218 the success in levying taxes for mitigation projects has been significantly reduced. Many flood-prone areas historically relied on special taxes to build out levee improvements and pump stations. In the last 20 years (a total of 4) special tax measures for flood mitigation projects have not passed. In March 2020, tax Measure C was passed. The measure will raise approximately $20 million annually to fund wildland fire hazard mitigation efforts throughout the county. Marin Wildfire Prevention Authority (MWPA) was formed to serve as the governing body to manage the funds raised through Measure C funds go to public outreach, vegetation management, fire hazard assessments, among other projects.
Fees for water, sewer, gas, or electric services (water - fire flow increase, sewer, more research on G&E)	Y	Funding has not been used in the recent past for mitigation, but could possibly fund future mitigation activities. For example, some Special Districts are considering potential projects with dual water storage and flood benefit utilizing water fees.
Impact fees for new development	Y	Road and transportation related impact fees are collected in connection with building permit issuance. These funds are not available for future mitigation.
Storm water utility fee	Y	Storm water fees have been used for mitigation projects in Flood Zone 9, including: bridge replacement, pump stations, levee evaluations, and stormwater detention basin construction. The Zone 9 fee expires in 2027. We are following the work of other agencies after SB 231 to see if the County would pursue it again.
Incur debt through general obligation bonds and/or special tax bonds	N	This approach has been taken in the 1980s for flood mitigation in Novato creek, but not recently. They typically require voter approval to levy a special tax to pay back the bonds but those have not been successful in recent years.
Incur debt through private activities	N	

Community Development Block Grant	Y	The County has been administering the CDBG program for 30+ years through a collaboration with the cities and towns. Funds are currently used to serve low-income residents of Marin and address historical patterns of segregation in our communities. Priorities for the use of funds are set through a Countywide Priority Setting committee. Given the small amount of funds available, less than $1.5 million countywide and many competing needs, this may not be a viable source for mitigation funds.
Other federal funding programs	Y	Yes, federal funding has been used for mitigation projects through Emergency Management Performance Grant and the Hazard Mitigation Assistance Program.
State funding programs	Y	There have been several Department of Water Resources grants in support of flood mitigation projects and there will likely continue to be in the foreseeable future. The State Coastal Conservancy grants have funded sea level rise adaptation.

Table 4.5: Marin County Fiscal Capabilities
Source: Marin County

4.3.4 Outreach and Partnerships Capabilities

The outreach and partnerships capability assessment shows outreach and public education programs available to the County and the County partnerships utilized to promote those programs.

Table 4.6: Marin County Community Outreach		
Outreach and Partnerships	Yes/No	Could the program/organization help implement future mitigation activities?
Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	Yes	Yes, these groups can assist with informing project plans. **Expansion and Improvement:** Proactively identify opportunities to coordinate and collaborate with neighboring jurisdictions to increase County and region-wide capabilities.
Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)	Yes	Yes, these communities can assist with informing project plans. **Expansion and Improvement:** Proactively identify opportunities to coordinate and collaborate with communities to increase educational opportunities.
Natural disaster or safety related school programs	Yes	Yes, school partners can assist with informing project plans. **Expansion and Improvement:** Proactively identify opportunities to coordinate and collaborate with schools to increase educational opportunities.
StormReady certification	Yes	Marin County is a StormReady community. **Expansion and Improvement:** Proactively identify opportunities to expand participation.
Firewise Communities certification	Yes	With over 80 Firewise Communities, Marin is the fastest growing "Firewise USA" county in the nation. These communities can assist with informing project plans. **Expansion and Improvement:** Proactively identify opportunities to expand participation and increase educational opportunities.
Community Rating System	Yes	Marin County is a Class 6 CRS community
Public-private partnership initiatives addressing disaster-related issues	Yes	Through Marin Voluntary Organizations Active in Disasters, the County of Marin leverages partnerships with public-private partners for disaster related initiatives. **Expansion and Improvement:** Proactively identify opportunities to coordinate and collaborate.

Table 4.6: Marin County Community Outreach
Source: Marin County

4.4 Participation in the National Flood Insurance Program

Marin County has participated in the Regular Phase of the NFIP since March 1, 1982. Since then, the County has administered floodplain management regulations that meet or exceed the minimum requirements of the NFIP. Under that arrangement, residents and businesses paid the same flood insurance premium rates as most other communities in the country.

The Community Rating System (CRS) was created in 1990. Marin County has been in the CRS program since May 1, 2016. The program is designed to recognize floodplain management activities that are above and beyond the NFIP's minimum requirements. CRS is designed to reward a community for implementing public information, mapping, regulatory, loss reduction and/or flood preparedness activities. On a scale of 10 to 1, Marin County is currently ranked Class Six community, which gives a 20% premium discount to individuals in the unincorporated Marin County Special Flood Hazard Area (SFHA), and a 10% discount to policyholders outside the SFHA.

Presently, the County manages its floodplains in compliance with NFIP/CRS requirements and implements a floodplain management program designed to protect the people and property of the County. Floodplain regulations are a critical element in local floodplain management and are a primary component in Marin County's participation in the NFIP. As well, Marin County's floodplain management activities apply to existing and new development areas, implementing flood protection measures for structures and maintaining drainage systems to help reduce the potential of flooding within the unincorporated Marin County.

As part of the County's efforts to comply with NFIP, Marin County will make updates and revisions to these regulations periodically to ensure they are most effective at minimizing the threat of harm from flood events. These updates and revisions may be promoted by changes in local demographics, shifts in land use, changes to flood regimes such as frequency and intensity of flood events, and other factors that may warrant action. The County will also continue to incorporate any changes to the locations and designations of mapped floodplains into future planning documents, including future updates to this Plan.

The County will also explore opportunities to enforce or enhance County ordinances, building code, and other regulatory actions to address substantial improvements/substantial damage properties. Marin County will consider developing a Substantial Damage Management Plan.

The Marin County will continue to manage their floodplains in continued compliance with the NFIP. An overview of the Marin County's NFIP status and floodplain management program is discussed in Table 4.7. Additional information on the Marin County's CRS program follows.

The activities credited by the CRS program provide direct benefits to Marin County and its residents,

including:

- Enhanced public safety;
- A reduction in damage to property and public infrastructure;
- Avoidance of economic disruption and losses;
- Reduction of human suffering; and
- Protection of the environment.

The activities for which Marin County implements and receives CRS credits include:

310 Elevation Certificates – Marin County receives credit for creating Construction Certificate Management Procedures as well as to maintaining Post-FIRM elevation certificates.

320 Map Information Services – Marin County receives credit for providing map information to inquirers in all seven elements such as providing information from the FIRM necessary for flood insurance, notifying inquirers of the mandatory purchase of flood insurance for all federally backed loans, providing information regarding properties located in a floodway, sea level rise area, tsunami or dam inundation area, repetitive loss areas, and areas that should be protected such as wetlands and critical habitat.

330 Outreach Projects – Marin County has a robust outreach program and receives maximum credit for this Activity. The County mails out an annual brochure prior to the rainy season to properties in the Special Flood Hazard Area, Repetitive Loss Areas, Tsunami and Dam inundation areas and to local lenders, real estate brokerages and insurance companies. Marin County also receives credit for its social media outreach on Facebook, Twitter and NextDoor.

340 Hazard Disclosure – Marin County works with local real estate brokerages to encourage them to advise prospective home buyers of required disclosures and receives credit for this Activity.

350 Flood Protection Information – Marin County receives credit for Elements in this Activity by maintaining required information documents available in the Marin County Library catalog as well as documents that are pertinent to residents. The County also receives credit for maintaining a presence on the County Public Works website.

360 Flood Protection Assistance – Marin County receives credit for providing property protection advice. The County also provides information about available financing, such as grants and other funding sources, to all who inquire. County staff is also available to make site visits to assist residents.

370 Flood Insurance Promotion – Marin County receives credit for advising people about flood insurance.

410 Floodplain Mapping – Marin County receives credit for mapping special hazards such as tsunamis.

420 Open Space Preservation – Marin County receives credit for preserving open space, preserving the natural functions of open space, creating incentives for preserving open space and for maintaining low density zoning regulations.

430 Higher Regulatory Standards – Marin County receives credit for many of the elements under this Activity such as freeboard, foundation protection, providing local drainage protection, and administering floodplain management regulations. The County also receives credit for

creating, adhering, and enforcing a robust building code. The County also enforced the floodplain management provisions of our zoning, subdivision and building code ordinances.

440 Flood Data Maintenance – Marin County receives credit for maintaining digital Flood Rate Insurance Maps (FIRM). Electronic availability improves public access. Maintaining copies of previous version of the FIRMs provides a significant research tool and valuable service to the residents of Marin County.

450 Stormwater Management – Marin County receives credit for maintaining a Storm Water Management system via healthy erosion and sediment control requirements and water quality regulations. The County regulates development on a case-by-case basis to ensure that runoff is treated before it leaves the site. The County also ensures that stormwater runoff from a site will not exceed the pre-development runoff. The County promotes the use of onsite bio-retention areas or other treatment facilities have been provided to mitigate runoff and water quality. The County enforces regulations to minimize erosion from land disturbance due to construction.

502 Repetitive Loss – Marin County is a Category C community with greater than 50 repetitive Loss properties. The repetitive loss areas are mapped and can be viewed by the public on MarinMap.org. A notice is mailed to each property in the repetitive loss area to advise them of flood prevention measures, insurance requirements and availability, and available financial assistance.

510 Floodplain Management – Marin County receives credit for both its Floodplain Management Plan and its Repetitive Loss Area Analysis. The County has adopted the Marin County Multi-Jurisdictional Local Hazard Mitigation Plan and produces an annual progress report. Marin County participates in FEMA's Home Elevation Program which is actively raising homes in the Special Flood Hazard Area.

520 Acquisition and Relocation – Marin County receives some credit for removing homes that have been demolished from the Special Flood Hazard Area.

530 Flood Protection – Marin County receives credit for elevating structures in the Special Flood Hazard Area above the Base Flood Elevation. Staff also provide information on other flood protection techniques such as barriers, wet floodproofing and dry floodproofing. Marin County participates in FEMA's Home Elevation Program which is actively raising homes in the Special Flood Hazard Area.

540 Drainage Systems Maintenance – Marin County receives credit for removing debris from natural drainage channels and maintaining an active and ongoing maintenance program of problem site area. Marin County also has strong stream dumping regulations which includes outreach to the public.

610 Flood Warning and Response - Marin County receives credit for all of the Elements in the Flood Warning and Response Activity. These Elements include our flood threat recognitions system that identifies an impending flood, our emergency warning dissemination system that warns the public of impending flood, our flood response plan and operations, and coordination with critical facility operators. Marin County is also a registered Storm Ready Community and a Tsunami Ready Community. Marin County receives credit for annual outreach advising

residents of flood warning and safety precautions. The County organizes and participates in an annual flood exercise with the purpose of being prepared for an actual activation of the operations. Following an exercise, the County produces an After Action Report which includes lessons learned as a method to document and improve our flood warning and response procedures.

630 Dams: Credit is provided for a State Dam Safety Program.

Table 4.7: Participation in the National Flood Insurance Program (NFIP)

NFIP Topic	Source of Information	Comments
Insurance Summary		
How many NFIP policies are in the community? What is the total premium and coverage?	State NFIP Coordinator or FEMA NFIP Specialist	As 10/2/23 there are 1327 policies in force. Total premiums $1,734,601. Coverage is $406,7104,000.
How many claims have been paid in the community? What is the total amount of paid claims? How many of the claims were for substantial damage?	FEMA NFIP or Insurance Specialist	As of 10/2/23 the total number of claims was 773. Total amount of paid claims is $10,173,472.49. Since 1978, there have been 51 substantial damage claims.
How many structures are exposed to flood risk within the community? *"flood risk" is defined as the 1% annual chance flood (100-year flood. Numbers are from overlay of FEMA SFHA and building stock data.	Community Floodplain Administrator (FPA)	There are 4536 buildings in the SFHA in the unincorporated County
Describe any areas of flood risk with limited NFIP policy coverage	Community FPA and FEMA Insurance Specialist	None
Staff Resources		
Is the Community Floodplain Administrator or NFIP Coordinator certified?	Community FPA	No
Is floodplain management an auxiliary function?	Community FPA	Yes
Provide an explanation of NFIP administration services (e.g., permit review, GIS, education or outreach, inspections, engineering capability)	Community FPA	Permits are reviewed for FEMA regulation and compliance. GIS is used to ascertain if property is in a flood zone. A final inspection is performed to ensure compliance. An annual outreach is mailed to all properties in SFHA.
What are the barriers to running an effective NFIP program in the community, if any?	Community FPA	There are no barriers to running an effective NFIP program.

Table 4.7: Participation in the National Flood Insurance Program (NFIP)

NFIP Topic	Source of Information	Comments
Compliance History		
Is the community in good standing with the NFIP?	State NFIP Coordinator, FEMA NFIP Specialist, community records	yes
Are there any outstanding compliance issues (i.e., current violations)?		no
When was the most recent Community Assistance Visit (CAV) or Community Assistance Contact (CAC)?		9/15/20
Is a CAV or CAC scheduled or needed?		The next scheduled CAV will be October 19, 2023
Regulation		
When did the community enter the NFIP?	Community Status Book http://www.fema.gov/national-flood-insurance-program/national-flood-insurance-program-community-status-book	March 1, 1984
Are the FIRMs digital or paper?	Community FPA	Marin County has both digital and paper FIRMS
Do floodplain development regulations meet or exceed FEMA or State minimum requirements? If so, in what ways?	Community FPA	Marin County regulations meet and exceed FEMA requirements in the following: development limitations, higher regulatory standards for freeboard, foundation protection, and building codes. Marin has adopted and enforces international building Codes.
Provide an explanation of the permitting process.	Community FPA, State, FEMA NFIP Flood Insurance Manual http://www.fema.gov/flood-insurance-manual Community FPA, FEMA CRS Coordinator, ISO representative CRS manual http://www.fema.gov/library/viewRecord.do?id=2434	Permit applications are received, reviewed, and approved by professional staff. Inspections are required at foundation, close-in and at final. All projects that will be constructed in the SFHA will be subject to the provisions of Marin County Code 24.04 Development Code and 23.09 Floodplain Management Code. The finished floor elevation of any substantial remodel in the SFHA must be at least 1 foot above the BFE.
Community Rating System (CRS)		
Does the community participate in CRS?	Community FPA, State, FEMA NFIP	yes
What is the community's CRS Class Ranking?	Flood Insurance Manual http://www.fema.gov/flood-insurance-manual	Class 6

Table 4.7: Participation in the National Flood Insurance Program (NFIP)		
NFIP Topic	**Source of Information**	**Comments**
What categories and activities provide CRS points and how can the class be improved?		Marin receives credit in Series 310, 320, 330, 340, 350, 360, 370, 410, 420, 430, 440, 450, 510, 520. 530, 540, and 610. Marin County could improve its class ranking by doing more work in Activities 420, 430, 450, 520, and 630
Does the plan include CRS planning requirements	Community FPA, FEMA CRS Coordinator, ISO representative CRS manual http://www.fema.gov/library/viewRecord.do?id=2434	yes

Table 4.7: Participation in the National Flood Insurance Program (NFIP)
Source: FEMA, Marin County

NFIP Insurance Coverage Details

Unincorporated Marin County joined the NFIP on March 1, 1982. NFIP insurance data provided by FEMA indicates that as of June 22, 2023, there were 1462 policies in force in the unincorporated Marin County with $1,994,164 in premiums, resulting in $452,421,500 of insurance in force.

There have been 889 closed paid losses totaling $10,360,625. Fifty-one (51) of the claims were considered substantial damage losses.

Of these losses, 572 parcels were in A or V zones, and 317 were in B, C, or X zones. Of the 889 claims, 736 were associated with pre-FIRM structures and 33 with post-FIRM structures.

As of October 19, 2023, there were ninety-three (93) repetitive loss structures in the unincorporated County. Five (5) were in X zones, one (1) was in an A 0.2% zones, one (1) was in an AH zone, three(3) were in AO zones , four (4) were in A zones, fifty-four (54) were in AE zones, fifteen (15) were in AE Floodway zones, and ten (10) were in VE zones. These repetitive loss structures account for $5,090,322 of the total losses in unincorporated Marin County. There were 11 severe repetitive loss properties in unincorporated Marin County totaling $1,152,259.

Repetitive Loss Structures
Repetitive Loss Residential Structures: 84
Repetitive Loss Non-Residential Structures: 9
Severe Repetitive Loss Residential Structures: 6
Severe Repetitive Loss Non-Residential Structures: 3

4.4.1 Substantially Improved Or Substantially Damaged Properties

The NFIP includes a requirement that new buildings and substantially improved buildings be constructed in ways that minimize or prevent damage during a flood. This requirement grew out of the recognition that there were large numbers of buildings already located in flood prone areas that would continue to be subject to damage.

The purpose of the substantially improved (SI) or substantially damaged (SD) requirements is to protect the property owner's investment and safety, and, over time, to reduce the total number of buildings that are exposed to flood damage, thus reducing the burden on taxpayers through the payment of disaster assistance. The SI/SD requirements are triggered when the local official determines that the cost of repairing or improving a building in an SFHA equals or exceeds 50 percent of the building's market value (excluding land value).

The Marin County Code 23.09 addresses Floodplain Management standards of construction. The Marin County Construction Certificate Management Procedures, updated May 2023, describes of how the County implements the substantial improvement/substantial damage provisions of their floodplain management regulations.

The Department of Public Works, Land Development Division is responsible for the review, approval and inspection of all land development issues within the County of Marin including FEMA related administrative documents. Review, approval, and inspections of the structure associated with permits are conducted by both the Land Development Division of Public Works and the Building and Safety Division of the Community Development Department.

The following explains the management procedures for review of Elevation Certificates and all other required floodplain-related construction certificates including, but not limited to, Floodproofing Certificates, V Zone design certificates, and engineered flood opening certificates. These procedures outline the types of certificates required, the collection and review of all certificates, how corrections should be made, where the certificates are stored/archived, and how we make these certificates available to the public.

(a) TYPES OF CERTIFICATES REQUIRED

When any new construction, substantial improvement or repair for a substantially damaged building is conducted in the Special Flood Hazard Area (SFHA) the Land Development Division of Public Works shall require an Elevation Certificate and any other floodplain-related certificates that are appropriate such as Floodproofing Certificate for Non-Residential Structures, V Zone design certificate, and certification of engineered flood openings for the development.

(a) & (b) WHEN CERTIFICATES ARE REQUIRED

The applicant shall submit an Elevation Certificate marked "construction drawings" with the building permit application. This Elevation Certificate shall be used to determine that the proposed design is in compliance with the *Marin County Code 23.09*. After the foundation is built and the elevation of the lowest floor is determined, another Elevation Certificate shall be submitted that is marked "building under construction." This will document the elevation of surrounding grades and the lowest floor to ensure they comply with the approved plans before further construction is allowed. Once construction on the building is finished and all adjacent grading is finalized, a complete and correct "finished-construction" Elevation Certificate must be submitted by the applicant to show the "as-built" characteristics of the building. A "finished-

construction" Elevation Certificate must be received, reviewed, and corrected (if necessary) before a final inspection can be scheduled. At this point, all other required certificates must also be submitted and reviewed.

Standard Operating Procedure: A final Elevation Certificate is required as a condition to be completed before the final inspection of the building permit. Prior to issuance a hold is placed on the permit pending the submittal of the Elevation Certificate to the Department of Public Works (DPW).

As part of the County's efforts to comply with NFIP, Marin County and the Marin OA Hazard Mitigation Working Group will annually review and make updates and revisions to these regulations as necessary to ensure they are most effective at minimizing the threat of harm from flood events. These updates and revisions may be promoted by changes in local demographics, shifts in land use, changes to flood regimes such as frequency and intensity of flood events, and other factors that may warrant action. The County will also continue to incorporate any changes to the locations and designations of mapped floodplains into future planning documents, including future updates to this Plan.

The County will also explore opportunities to enforce or enhance County ordinances, building code, and other regulatory actions to address substantial improvements/substantial damage properties. Marin County will consider developing a Substantial Damage Management Plan.

4.5 MITIGATION GOALS

44 CFR Requirement § 201.6(c)(3)(i) [The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long - term vulnerabilities to the identified hazards.

The information developed from the risk assessment was used as the primary basis for developing mitigation goals and objectives. Mitigation goals are defined as general guidelines explaining what each jurisdiction wants to achieve in terms of hazard and loss prevention.

Hazard Risk Prioritization
↓
Mitigation Goals & Objectives
↓
Mitigation Project Identification
↓
Mitigation Project Implementation

Goal statements are typically long-range, policy-oriented statements representing jurisdiction-wide visions. Objectives are statements that detail how each jurisdiction's goals will be achieved, and typically define strategies or implementation steps to attain identified goals. Other important inputs to the development of jurisdiction-level goals and objectives include performing reviews of existing local plans, policy documents, and regulations for consistency and complementary goals, as well as soliciting input from the public.

The following represents overarching strategic goals associated with the identification and eventual implementation of appropriate and meaningful hazard mitigation efforts in relation to prioritized hazards and threats confronting Marin County. These goals form the basis for specific supporting process objectives and are shown from the highest priority, at the top of the list, to those of lesser importance.

The establishment of hazard mitigation goals represents both individual and collective strategies that have been mutually agreed upon by the Steering Committee and have changed with the 2023 MJHMP update. Objectives were added to Goals 2 and 5. Eventually, these goals have been adopted by Marin County and its participating jurisdictions as the guiding policy behind local hazard mitigation efforts, in conjunction with other associated principles.

Goals were defined for the purpose of this mitigation plan as broad-based public policy statements that:

- Represent basic desires of the community;
- Encompass all aspects of community, public and private;
- Are nonspecific, in that they refer to the quality (not the quantity) of the outcome;
- Are future-oriented, in that they are achievable in the future; and
- A time-independent, in that they are not scheduled events.

Goals are stated without regard to implementation. Implementation cost, schedule, and means are not considered. Goals are defined before considering how to accomplish them so that they

are not dependent on the means of achievement. Goal statements form the basis for objectives and actions that will be used as means to achieve the goals. Objectives define strategies to attain the goals and are more specific and measurable.

Goal 1: Minimize risk and vulnerability of the community to the impacts of natural hazards and protect lives and reduce damages and losses to property, economy, and environment in Marin County.

- Minimize economic and resource impacts and promote long-term viability and sustainability of resources throughout Marin County.
- Minimize impact to both existing and future development.
- Provide protection for public health.
- Prevent and reduce wildfire risk and related losses.

Goal 2: Provide protection for critical facilities, infrastructure, utilities, and services from hazard impacts.

- Incorporate defensible space and reduce hazard vulnerability.
- Develop redundancies in utilities and services.
- Enhance resilience through enhanced construction.

Goal 3: Improve public awareness, education, and preparedness for hazards that threaten our communities.

- Enhance public outreach and participation in the Alert Marin Emergency Notification System.
- Enhance public outreach, education, and preparedness program to include all hazards of concern.
- Increase public knowledge about the risk and vulnerability to identified hazards and their recommended responses to disaster events, including evacuation and sheltering options.
- Provide planning and coordination for "At-Risk" populations.
- Provide planning and coordination for companion animals, livestock, and other animal populations.
- Increase community awareness and participation in hazard mitigation projects and activities.

Goal 4: Increase communities' capabilities to be prepared for, respond to, and recover from a disaster event.

- Improve interagency (local, state, federal) emergency coordination, planning, training, and communication to ensure effective community preparedness, response and recovery.
- Enhance collaboration and coordination of disaster-related plans, exercises, and training with local, state, and federal agencies, neighboring communities, private partners, and volunteers.
- Enhance the use of shared resources/Develop a strong mutual aid support system.
- Create and maintain a fully functional, interoperable radio and communication system with all regional public safety partners.

Goal 5: Maintain FEMA Eligibility/Position the communities for grant funding.

- Review hazard events and ongoing hazard mitigation projects annually.

- Assess the need to pursue or adjust hazard mitigation projects after significant hazard events.

Goal 6: Reduce exposure to High Hazard Dams that pose an unacceptable risk to the public.

- Improve alert and warning systems to provide residents downstream of a High Hazard Dam to receive timely warning to evacuation when threatened by potential or imminent dam failure.
- Enhance overall community preparedness to respond and evacuate a potential or imminent dam failure.
- Increase public awareness of the risk posed by High Hazard Dams and the potential for relocation of housing outside a possible inundation zone.
- Prioritize High Hazard Dam Mitigation projects and programs.

4.6 Hazard Mitigation Actions

44 CFR Requirement §201.6(c)(3)(ii) [The hazard mitigation strategy shall include a] section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. All plans approved by FEMA after October 1, 2008, must also address the jurisdiction's participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.

§201.6(c)(3)(iii) [The hazard mitigation strategy shall include an] action plan, describing how the action identified in paragraph (c)(3)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.

§ 201.6(c)(3)(iv) For multi - jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.

The 2023 Marin County OA MJHMP was revised to reflect progress in local mitigation efforts. Mitigation projects were selected for each hazard and for Marin County and its participating jurisdictions based off the hazard risk assessment. The projects are supported by the mitigation goals and objectives, and are ranked using the following criteria; approximate cost, timeframe of completion, whether the project requires Board of Supervisors regulatory action, and an assumption as to whether or not the project would be subject to CEQA or NEPA requirements. Funding sources are identified for all projects. All projects consider new, future, and existing development. Project worksheets are used by the Planning Team and Steering Committee to describe criteria for each project.

4.6.1 Progress in Local Mitigation Efforts

This plan has been created as a "living" document with input from the population and professionals within Marin County and its participating jurisdictions. Based on the planning meetings and the progress monitored by the steering committee members, several mitigation

actions were accomplished since the last planning cycle. Table 4.8 provides a brief description of the progress made in the local mitigation efforts and the plan for those mitigation actions that were not completed or are ongoing.

4.6.2 Status of Previous Mitigation Actions

Table 4.8 summarizes the actions that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

Table 4.8: Status of Previous Hazard Mitigation Actions

Action Number / Name	Completed	Ongoing	Not Started	Still Relevant	Included in Updated Action Plan
(1) Seismic Retrofit of County-owned buildings not current to code. West Marin Service Center, Point Reyes Station	X				N
(2) Seismic Retrofit of County-owned buildings not current to code. Civic Center Roof Replacement	X				N
(3) Seismic Retrofit of County-owned buildings not current to code. Tomales Fire Station- Replacement	X				N
(4) Seismic Retrofit of County-owned buildings not current to code. 120 N. Redwood- Seismic Assessment		X			Y
(5) Seismic Retrofit of County-owned buildings not current to code. Marin Center- Seismic Assessment of the Veteran's Memorial Auditorium & Exhibit Hall		X			Y
52 Follow all four phases of FEMA's How-to-Guide: "Integrating Historic Property and Cultural Resource Considerations Hazard Mitigation Planning"			X		N
Acquire electric bikes and safety equipment for official use during major disasters.			X		N
Arroyo Corte Madera del Presidio Riverine Flood Risk Reduction project: Assist with reducing the frequency and severity of flooding. Study completed on 03/2022 with the best option to move forward with a restoration project.			X		N
Assess bulkheads surrounding Tomales Bay		X			Y
Azalea Ave Bridge Replacement project will replace the original Azalea Bridge, to decrease flood hazards.					Town of Fairfax is project lead.
Bothin Marsh Restoration project. Thin-lift placement of sediment from Coyote Creek into Bothin Marsh.		X			Y
Improve City of Novato Drainage Improvement informed by study currently in process. Goal to bypass high flows, increase storage, develop flood barriers, daylighting drainages, and install pump stations and/ or tide gates.		X			Y
Conduct a comprehensive finished floor-elevation inventory. Project to understand a Floor Elevation Survey to determine the floor elevation of a structure.	X				N
Consider sea level rise adaptation from Collaboration: Sea-level Marin Adaption Response Team (C-SMART).		X			Y

Table 4.8: Status of Previous Hazard Mitigation Actions

Action Number / Name	Completed	Ongoing	Not Started	Still Relevant	Included in Updated Action Plan
Continue supporting the Sonoma County Water Agency led Advanced Quantitative Precipitation Information effort.		X			Y
Corrillo Drive Pipe Rehabilitation was completed by San Rafael in cooperation with flood zone 6.	X				N
Corte Madera Creek Flood Risk Management Project will help to reduce the frequency of flooding by enhancing natural stream functions. An HMGP application for components in the channel that reduce flood risk was submitted August 4, 2023		X			Y
Cove Pump Station Improvements were completed in 2022 and will assist with the updates to the pump.	X				N
Coyote Creek Levee Improvements - a levee study was completed, and a portion of the levee system has a project underway for seepage mitigation. It is in the design phase.		X			Y
Crest Marin, Cardinal, and Shoreline Pump Station Upgrades. A condition assessment for Crest Marin is nearly complete.		X			Y
Deer Island Basin Project to setback levees, restore tidal wetlands, and increase tidal prism to reduce sedimentation and flood risk. CEQA complete, design underway.		X			Y
Develop Renters and Homeowners Guides to Flood Preparedness project outlining safety directives for homeowners and renters during a potential flood hazard.			X	Y	Y
Easkoot Creek Flood Flow Bypass Project. National Park Service is working with FHWA and the Flood District to identify and plan a potential overflow channel from Easkoot Creek to the Ocean.		X			Y
East Creek Outfall Modifications project is a pavement rehabilitation project and potentially include tide gates to reduce sunny day flooding of Tiburon Blvd.		X			Y
Encourage property owners in SFHAs to purchase flood insurance.		X			Y
Establish additional local funding mechanisms for increased flood and fire mitigation.		X			Y
Estancia Ditch and Pump Station improvement project. All pump stations in Santa Ventia were upgraded to the Trimble Unity systems. Additional upgrades needed.		X			Y
Flood Preparedness Pilot Program identifies resources for flood preparedness on county website.		X			Y
Gallinas Creek Geomorphic Dredge, currently in design phase for the placement of 100,000 cubic yards of dredge sediment		X			Y
Initiate Community Plans for Adapting to Coastal Hazards		X			Y
Karen Way Ditch Improvements is currently on hold		X			Y
Las Gallinas Levee Evaluation provides geotechnical engineering service for the elevation and assessment consistent with the Corps of Engineers (USACE) Publication Number EM 1110-2-1913.	X				N

Table 4.8: Status of Previous Hazard Mitigation Actions

Action Number / Name	Completed	Ongoing	Not Started	Still Relevant	Included in Updated Action Plan
Levee Setback and Upgrade Project. Initiation of this project depends on completion of a land exchange through State Lands Commission. County is working on surveying needed to support that exchange.		X			Y
Lower Corte Madera Creek Improvements: Levee evaluation completed in 2020 under a DWR grant and a geomorphic dredge assessment in process to be completed in 2023					Y
Lower Ryan Creek Pump Station Study and Upgrades is currently on hold					Y
Madrone Ave Bridge Replacement project will reduce impacts from floods.					Town of San Anselmo is project lead.
Manzanita Modifications Project. Caltrans is working on a project initiation document for December 2023 for sea level rise adaptation at the US 101/SR 1 between Manzanita and Marin City. County is supporting this work through hydraulic studies.		X			Y
Marin City Drainage Improvements Project, currently in the planning phase of project.		X			Y
Marin County Structure Elevation Program provides federal assistance to homeowners with cost-effective projects. FEMA funding approved; 7 permits are being reviewed.		X			Y
Marin County Watershed Program provides a framework to integrate flood protection and environmental restoration with public and private partners to protect and enhance Marin's watersheds.	X				N
McInnis Park Wetland Restoration Project proposes to restore subtidal and intertidal habitat at an 180-acre are of diked wetlands.		X			Y
Meadow Drive Interceptor and Ditch Upgrades. Interim upgrades were made by adding an in-line check valve to prevent tides from flooding Meadow Dr. No funding (or local match) currently available for full conceptual upgrades to proceed to design.		X			Y
Mill Valley Comprehensive Flood Control & Drainage Master Plan	X				N
Nokomis Ave Bridge Replacement project will assist with the replacement of the Nokomis Ave Bridge, with the hopes of reducing flood hazards.					Town of San Anselmo is project lead.
Novato Levee Study, completed in 2020 under a DWR grant.	X				N
Pacheco Pond Project is currently on hold		X			Y
Protect and restore natural buffers. Two funded and completed nature-based studies explored the feasibility of these projects and follow up work is now happening through the Stinson ARC project and through pursuit of other grant opportunities.		X			Y
Pump Station No. 1 Upgrade is currently on hold.		X			Y

Table 4.8: Status of Previous Hazard Mitigation Actions

Action Number / Name	Completed	Ongoing	Not Started	Still Relevant	Included in Updated Action Plan
Pump Station No. 2 Upgrade, and interconnection to Pump Station No. 1 is currently on hold.		X			Y
Pump Station No. 5 Upgrade on hold.		X			Y
Richardson Bay Shoreline Protection work is to be integrated into future sea level rise adaptation planning.			X	Y	Y
Ross Valley 10 Year Work Plan described technical rationale for a suite of on-the-ground flood reduction measures, spread watershed-wide, that work together as a system to reduce flooding and seek to restore the ecological health and function of Corte Madera Creek and its tributaries	X				N
Rush Creek Drainage Improvements is currently on hold		X			Y
San Anselmo Flood Risk Reduction Project. Construction of flood detention basin on Fairfax Creek was substantially completed and the basin operational in November 2022. The outfall pipe slide gate can be operated manually and pending installation of electrical paneling March 2023 for electrical control operation. The project to remove the building bridge in downtown San Anselmo is in the final planning phase		X			Y
Santa Venetia and Rafael Meadows Street Drain Upgrades. Coordinating with County Engineering to include drainage upgrades with road rehabilitation projects. Labrea Way, vulnerable to recurrent stormwater ponding, is currently in design.		X			Y
Santa Venetia Pump Station No. 4 Upgrades on hold		X			Y
Santa Venetia Floodwall Project (Formerly the Santa Veneita Timber-Reinforced Berm Improvement Project)		X			Y
Seismic Retrofit of County-owned buildings not current to code.		X			Y
Seismic upgrades (bolting and anchoring pumps and roof) to the Cove Pump Station building in Tiburon.		X			Y
Simmons Slough Flood Risk Reduction Project	X				N
Strawberry Levee Improvements will be incorporated into sea level rise planning			X	Y	Y
The Sycamore Ave Bridge Replacement project will reduce the impact of flooding.					Town of San Anselmo is project lead and federally funded.
Tiburon Street Drainage Improvements Plan identifies support to the town of Tiburon's storm drainage, providing upgrades to the Cove Stormwater pump station.		X			Y
The upgrade Farmers, Cheda, and Lynwood pump stations is currently on hold.		X			Y

Table 4.8: Status of Previous Hazard Mitigation Actions					
Action Number / Name	**Completed**	**Ongoing**	**Not Started**	**Still Relevant**	**Included in Updated Action Plan**
The West Creek Flood Wall Alternative Restoration Project is currently on hold.		X			Y
The Winship Bridge Replacement project will reduce the impact of flooding.					Town of Ross is the project lead and federally funded.

Table 4.8: Status of Previous Hazard Mitigation Actions
Source: Marin County

4.6.3 New Mitigation Actions

Based on the hazard profiles, threat assessment, capabilities assessment, community survey results, discussions among the Hazard Mitigation Planning Team members, and existing best practices, a set of potential mitigation actions was developed and then evaluated based on the following criteria:

- FEMA requires local governments to evaluate the monetary and non-monetary costs and benefits of potential mitigation actions. Although local governments are not required to assign specific dollar values to each action, they should identify the general size of costs and benefits.
- The Hazard Mitigation Planning Team may elect to include measures with a high cost or low benefits, but such measures should be clearly beneficial to the community and an appropriate use of local resources.

In addition, FEMA directs local governments to consider the following questions as part of the financial analysis:

- What is the frequency and severity of the hazard type to be addressed by the action, and how vulnerable is the community to this hazard?
- What impacts of the hazard will the action reduce or avoid?
- What benefits will the action provide to the community?

The Hazard Mitigation Planning Team also chose to review and revise the potential hazard mitigation actions with consideration for climate impact and social vulnerability. Projects and programs were assessed with consideration of these variables.

Prioritization

As part of the mitigation actions development and review, the Hazard Mitigation Planning Team also prioritized the actions. The prioritization efforts looked at the risks and threats from each hazard; lifesaving, life safety, property protection and lastly environmental protection; financial costs and benefits; technical feasibility; consideration for climate impact, and social vulnerability, and community values. Hazard Mitigation Planning Team members were asked to identify their priority actions using the following criteria.

Implementation priority ratings were assigned as follows:

- **High Priority** - An action that meets multiple objectives, is linked to a high risk hazard, has benefits that exceed costs, and has a potential source of funding. Action can begin within the short term (1 to 5 years).
- **Medium Priority** - An action that meets multiple objectives, is linked to a high or medium risk hazard, has benefits that exceed costs, and is eligible for funding though no funding has yet been secured for it. Action can begin within the short term (1 to 5 years) once funding is secured.
- **Low Priority** - An action that will mitigate the risk of a hazard, has benefits that do not exceed the costs or are difficult to quantify, has no secured source of funding, and is not eligible for any known grant funding. Action can be completed in the long term (1 to 10 years). Low-priority actions may be eligible for grant funding from programs that have not yet been identified.

Table 4.9 lists the Current Hazard Mitigation Actions for Marin County.

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-1	Develop a Vulnerable Communities Index specific to Marin County, aggregating economic, gender, age, linguistic, ethnic, and racial characteristics; geographic locations; hazard impact; and adaptive capacity.	All Hazards 1, 2, 3, 4, 5, 6	County of Marin - CDA	New	TBD Cost General Funds/Grants HMPG, BRIC, CDC, CDPH Public Health Emergency Preparedness	2-5 years Medium	Safety Element Action CA Dept. of Public Health - Community Assessment for Public Health Emergency Response (CASPER)
MC-2	Develop a climate change preparedness outreach program for higher risk populations.	All Hazards 1, 3	County of Marin – CDA, OEM/Fire, Fire Agencies	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	Safety Element Action
MC-3	Provide grants for alternative housing to community members at risk of climate change impacts.	All Hazards 1, 3	County of Marin – CDA, OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	5+ years Low	Safety Element Action
MC-4	Mitigate by planning in advance for climate change impacts and incorporating lessons learned in neighboring counties.	All Hazards All goals	County of Marin – OEM/Fire, CDA, DPW	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	Safety Element Action
MC-5	Develop a Property Rating System.	All Hazards 1	County of Marin - CDA	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	Safety Element Action
MC-6	Develop Resilience Hubs.	All Hazards 1, 2, 4	County of Marin – CDA	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	Safety Element Action

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-7	Focus improvements on the transportation network for risk reduction, especially informed by new and emerging climate risk.	All Hazards 1, 2, 5	County of Marin – CDA	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-8	Conduct study to identify natural methods to limit coastal erosion	Land Subsidence 1, 4, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-9	Conduct research on best natural methods to mitigate erosion on highways and roads and implement planning and strategy stage.	Land Subsidence 1, 4, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC, BRIC technical assistance	2-5 years Low	
MC-10	Conduct research on best natural methods to mitigate erosion in and around rivers and streams and implement planning and strategy stage.	Land Subsidence 1, 2, 4, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC, BRIC technical assistance	2-5 years Low	
MC-11	Addition of vegetation in soil eroded areas.	Land Subsidence 1, 2, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-12	Increase conventional storage that is filled during high-flow periods	Drought, Flooding 1, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/FMA, DWR, HMGP, BRIC	5+ Years Low	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-13	Provide multilingual outreach on mitigation tactics to well-dependent residents	Drought 1, 3	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-14	Conduct Outreach and acquire grants to pass to rural communities for installing Rainwater Harvesting systems	Drought 1, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-15	Identify alternative water supplies for times of drought; mutual aid agreements with alternative suppliers	Drought 1, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-16	Remove non-native plants and trees from all County and City and Town facilities, replace with drought tolerant, native plants	Flooding, Drought 1, 2, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-17	Turn soil to increase infiltration rate and pore space to absorb more water	Flooding, Drought 1, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-18	Encourage soil turning on private land	Flooding, Drought 1, 3, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-19	Install new HVAC systems at schools and critical infrastructure facilities	Heat 1, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-20	Implement non-AC solutions to cool buildings - green roof and nature-based infrastructure systems	Heat 1, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-21	Paint roofs with pigments to reduce heat inside buildings	Heat 1, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-22	Outreach to communities at high risk of heat impacts	Heat 1, 3, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-23	Establish policy for cooler homes / Earthship homes	Heat 1, 4, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-24	Provide grants for high-risk residents to improve and acquire cooling mechanism in home.	Heat 1, 3, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-25	Provide alternative locations and equitable response actions for residents to seek cooler environments (e.g., movie theaters) via regional heat response plans	Heat 1, 3, 5	County of Marin – OEM/Fire		TBD Cost General Funds/Grants HMPG, BRIC	0-2 years Medium	
MC-26	Establish additional and expand functionality of heating, cooling centers and resiliency hubs.	Heat 1, 3, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-27	Replace concrete sidewalks with DG	Heat, Flooding 1, 2, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-28	Implement green streets initiatives in identified areas	Heat, Flooding 1, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-29	Install green roofs on public buildings supported by non-potable water	Heat, Flooding 1, 2, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-30	Conduct a whole county study on what areas could benefit from more shaded areas; a green streets program.	Heat, Flooding 1, 2, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-31	Conduct study on how much concrete can be removed	Heat, Flooding 1, 2, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-32	Implement countywide flood monitoring system to inform mitigation future projects	Flooding 1, 2, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Medium	
MC-33	Conduct research on widening storm channels and aged infrastructure which has not been climate change adapted and in need of enhancements	Flooding 1, 2, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC, BRIC technical assistance	2-5 years Low	
MC-34	Widen storm channels in high-density areas and urban settings	Flooding 1, 2, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	5-10 years Low	
MC-35	Develop policy to remove concrete parking lots	Flooding 1, 4, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-36	Expand culverts in areas classified as 100- or 500-year flood plain	Flooding 1, 2, 5	County of Marin – OEM/Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	5-10 years Low	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-37	Assess County and Town owned parking lots to implement catch basins	Flooding 1, 2, 5	County of Marin – OEM/Fire, Cities and Towns	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-38	Design creek restoration projects on East and West Creek to improve flood conveyance capacity	Flooding 1, 2, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Medium	
MC-39	Marin City Stormwater improvement project to limit standing water and flooding.	Flooding 1, 2, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-7 years High	
MC-40	Research, design, and construct the Santa Venetia Floodwall Project	Flooding 1, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC, BRIC technical assistance	5-10 years Low	
MC-41	Novato Bypass improvement project to reduce flooding	Flooding 1, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-7 years Low	
MC-42	Corte Madera Creek Flood Risk Management Project Phase 1, Access Ramp and Granton Park Pump Station	Flooding 1, 5	County of Marin – DPW	New	$4,104,227.00 bid + contingency. 50% reimbursed by DWR Grant, 50% paid by FCZ 9.	2-5 years Low	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-43	Develop Integrated Flood Modeling System to New Weather Radars	Flooding 1, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-44	Apply below grade waterproofing and implement other water-intrusion mitigation measures to protect facilities that are experiencing increased levels of hydrostatic pressure.	Flooding 1, 2, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-45	Cardinal Rd Levee Upgrade - Seepage Mitigation for a segment of Coyote Creek Levee (~1,000 LF)	Flooding, Sea Level Rise 1, 2, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-46	Conduct sea level rise vulnerability analysis of County Flood Control District-owned and operated flood control assets	Flooding, Sea Level Rise 1, 2, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-47	Harden the North San Pedro Road Improvement at China Camp to preserve the transportation corridor through China Camp State Park. Preserve the corridor for emergency evacuations route and future sea level rise.	Flooding, Sea Level Rise 1, 2, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-48	Construct coarse-grained beach marsh and shoreline edge restoration to inhibit marsh and bay coastal shoreline edge erosion due to wind-wave erosion and SLR	Sea Level Rise 1, 5	County of Marin - DPW	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-49	Construct Corte Madera Creek Flood Risk Management Project Phase 1, Lower COM Restoration	Sea Level Rise 1, 5	County of Marin – DPW	New	Cost Estimate $3,000,000. 50% eligible for reimbursement by DWR Grant, 50% to be covered by FCZ 9 with additional construction grant funding being sought.	2-7 years Medium	100% design, seeking additional construction funding
MC-50	Reduce impacts from Sea level rise and protect natural storm barriers by researching and restoring Tiscornia Marsh and other wetlands and marsh areas	Sea Level Rise 1, 5	County of Marin – OEM / Fire, City of San Rafael	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC, BRIC technical assistance	2-10 years Medium	
MC-51	Create offshore wetlands in low lying areas susceptible to climate driven sea level rise	Sea Level Rise 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-52	Implement vegetation in coastal areas to limit sea level rise and storm surge	Sea Level Rise 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-5 years Low	
MC-53	Enhance public awareness of evolving flood risk hazards due to sea level rise, both on county's coast and bay side	Sea Level Rise 1, 3, 5	County of Marin – DPW, OEM	New	TBD Cost General Funds/Grants FMA, DWR, HMGP, BRIC	2-5 years, ongoing Medium	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-54	Novato Baylands Resilience Projects - including, Levee Improvements, Setback Levee Construction, Pump Station Construction and Tidal Restoration	Sea Level Rise 1, 2, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants FMA, DWR, HMGP, BRIC	2-10 years Low	
MC-55	Geomorphic dredging of Tidal Flood Control Channels and Thin-Lift Marsh Augmentation for SLR Resiliency	Sea Level Rise 1, 2, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants FMA, DWR, HMGP, BRIC	2-7 years Low	
MC-56	Southern Marin Levee Improvements and New Levee Construction with Associated Pumping for Direct Coastal Flooding Impacts	Sea Level Rise 1, 2, 5	County of Marin – DPW	New	TBD Cost General Funds/Grants FMA, DWR, HMGP, BRIC	2-7 years High	
MC-57	Complete designs and implement wetland restoration project to protect Bothin Marsh Open Space Preserve and Bay Trail	Sea Level Rise 1, 5	County of Marin – Parks	New	$25,000,000 General Funds/Grants FMA, DWR, HMGP, BRIC	15 years Medium	Preliminary designs completed
MC-58	Develop designs and implement wetland resilience improvements along shoreline of Bolinas Lagoon	Sea Level Rise 1, 5	County of Marin – Parks	New	$15,000,000 General Funds/Grants FMA, DWR, HMGP, BRIC	15 years Low	Letter Property and Pine Gulch Creek
MC-59	Develop designs and implement McInnis Marsh and Bucks Landing wetland resilience features	Sea Level Rise 1, 5	County of Marin – Parks	New	$35,000,000 General Funds/Grants FMA, DWR, HMGP, BRIC	15 years Low	

Table 4.9: Marin County Current Hazard Mitigation Actions							
No.	**Mitigation Action**	**Hazards Mitigated/ Goals Met**	**Jurisdiction/ Responsible Agency**	**New, Existing, Completed, Removed**	**Estimated Cost and Potential Funding Source**	**Timeline/ Priority**	**Comments/Progress**
MC-60	Develop plan to prioritize high value areas of potential wetland expansion	Sea Level Rise 1, 5	County of Marin – Parks	New	$500,000 General Funds/Grants FMA, DWR, HMGP, BRIC	3 years Low	
MC-61	Research, Plan, and Construct Tsunami Evacuation structures near high-risk areas vulnerable to tsunami inundation	Tsunami 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC, BRIC technical assistance	2-10 years Low	
MC-62	Enhance public awareness of mitigation approaches for tsunami, including on bay side of county	Tsunami 1, 3, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years, ongoing Medium	
MC-63	Provide incentives to guide development away from high-risk areas	Tsunami 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-64	Plan for tsunami evacuation routes	Tsunami 1, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-65	Put signage in place for evacuation routes	Tsunami 1, 3, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years High	

Table 4.9: Marin County Current Hazard Mitigation Actions							
No.	**Mitigation Action**	**Hazards Mitigated/ Goals Met**	**Jurisdiction/ Responsible Agency**	**New, Existing, Completed, Removed**	**Estimated Cost and Potential Funding Source**	**Timeline/ Priority**	**Comments/Progress**
MC-66	Research, Analyze, and Harden schools in tsunami inundation zones	Tsunami 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC, BRIC technical assistance	2-10 years Medium	
MC-67	Harden piers and boat ramps to withstand tsunami forces	Tsunami 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-68	Create barriers around public safety water resources to mitigate tsunami forces	Tsunami 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-69	Harden and lift critical infrastructure in 1 and 3 feet for sea level rise areas.	Sea Level Rise, Flooding, Tsunami 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-10 years Low	
MC-70	Strengthen roads to withstand natural hazards like fires and water inundation. Reduce regulatory impediments to road construction, widening, and other improvements by amending relevant sections of Marin County Code Titles 22, 23, and 24 to eliminate discretionary permit requirements and replace them with ministerial review to ensure that both public and private roads comply with codified engineering standards	Wildfire, Flooding 1, 2, 4, 5	County of Marin – CDA, DPW, Fire Agencies	New	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-10 years Low	Safety Element Activity

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-71	Review permit processes to ensure that all applications for new development comply with fire safety and building code standards, including but not limited to ensuring the provision of adequate water supply for fire suppression and fire flow requirements.	Wildfire 1, 4, 5	County of Marin – CDA, Fire Agencies	New	TBD Cost General Funds/Grants HMPG, BRIC, BRIC technical assistance	2-5 years Medium	Safety Element Activity
MC-72	Electric signage for in VHFD and HFD areas alerting residents on red flag days	Wildfire 1, 3, 5	County of Marin – OEM, HHS	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-73	Amend Wildlands Urban Interface (WUI) Regulations. Work with Marin Fire agencies to prepare and adopt WUI regulations for new development and substantial remodels to reduce fire hazards. Track and update standards as the areas of high and extreme fire hazard areas are defined.	Wildfire 1, 4, 5	County of Marin – CDA, Fire agencies	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	Safety Element Activity
MC-74	Identify Areas with Insufficient Evacuation Opportunities.	Wildfire 1, 5	County of Marin – CDA, Fire Agencies	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	Safety Element Activity
MC-75	Remove hazardous trees and vegetation, including non-native species throughout the High and Very High Fire Danger Areas.	Wildfire 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-10 years Low	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-76	County-wide assessment of hazardous trees and vegetation	Wildfire 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-77	Deploy additional AI cameras for fire ignition and detection	Wildfire 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-78	Conduct research on impact of wildfire smoke on southeastern portion of the county	Wildfire 1, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC, BRIC technical assistance	2-5 years Low	
MC-79	Create green breaks in county in VHFD and HFD Areas	Wildfire 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-80	Expand fuel management by collaborating with land management agencies	Wildfire 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-81	Encourage vegetation modification at private residences	Wildfire 1, 3, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-82	Conduct a county wide fuels study to understand how different vegetation would behave when ignited	Wildfire 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-83	Conduct a vegetation study in high and very high fire hazard areas	Wildfire 1, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-84	Implement culturally informed (especially native tribal culture) wildfire mitigation projects	Wildfire 1, 3, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-85	Encourage fire resistant construction and landscaping	Wildfire 1, 2, 3, 4, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-86	Exceed codes and standards for fire resistant construction	Wildfire 1, 2, 3, 4, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years High	
MC-87	Harden fire roads to withstand impacts from natural hazards	Wildfire 1, 2, 3, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	

Table 4.9: Marin County Current Hazard Mitigation Actions							
No.	**Mitigation Action**	**Hazards Mitigated/ Goals Met**	**Jurisdiction/ Responsible Agency**	**New, Existing, Completed, Removed**	**Estimated Cost and Potential Funding Source**	**Timeline/ Priority**	**Comments/Progress**
MC-88	Conduct brush clearance around fire roads	Wildfire 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-89	Provide grants to harden existing structures against fires	Wildfire 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-90	Plant native fire-resistant vegetation	Wildfire 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-91	Conduct brush clearance around evacuation routes	Wildfire 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-92	Deploy livestock to remove vegetation	Wildfire 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-93	Collaborate with land management agencies to manage vegetation in open space and common space areas	Wildfire 1, 2, 5	Co County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-94	Provide direct assistance to property owners in need of vegetation management to improve defensible space	Wildfire 1, 3, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-95	Retrofit any current roads, highways and bridges to endure high magnitude earthquakes in areas with 0.55 or higher shaking intensity.	Earthquake 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-96	Establish policy for soft story homes	Earthquake 1, 4, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-97	Research and assess current roads, highways, and bridges probability to endure a high magnitude earthquake	Earthquake 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC, BRIC technical assistance	2-5 years Low	
MC-98	Replace or enhance water and sewage pipes and joints within areas vulnerable to liquefaction with flex pipes or alternate infrastructure.	Earthquake 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-10 years Low	
MC-99	Retrofit all County and City and Town facilities to withstand large earthquakes.	Earthquake 1, 2, 5	County of Marin – OEM / Fire, Cities and Towns	New	TBD Cost General Funds/Grants HMPG, BRIC	2-10 years Low	

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No.	**Mitigation Action**	**Hazards Mitigated/ Goals Met**	**Jurisdiction/ Responsible Agency**	**New, Existing, Completed, Removed**	**Estimated Cost and Potential Funding Source**	**Timeline/ Priority**	**Comments/Progress**
MC-100	Identify pre-1933 school buildings and critical infrastructure	Earthquake 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-101	Retrofit all critical infrastructure to resist severe earthquake shaking above 0.55 intensity.	Earthquake 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-15 years Low	
MC-102	Expand community outreach to Great Shakeout Drill – Use Shaker trailer	Earthquake 1, 3, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-103	Outreach to hospitals and other critical care facilities on infrastructure risk	Earthquake 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	
MC-104	Conduct Research on impacts of San Andreas Fault in West Marin	Earthquake 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC, BRIC technical assistance	2-5 years Medium	
MC-105	Provide outreach and education on San Andreas Fault in West Marin	Earthquake 1, 3, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Medium	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-106	Study dam spillways and emergency spillways, specifically for seepage and to reassess geological assumptions	Dam Inundation 1, 2, 5, 6	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-107	Widen dam spillways in areas where dams may receive additional water due to climate change	Dam Inundation 1, 2, 5, 6	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	5-15 years Low	
MC-108	Harden dam spillway infrastructure to prevent spillway failures during controlled / emergency releases	Dam Inundation 1, 2, 5, 6	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	5-15 years Low	
MC-109	Research effective methods to strengthen wind load for existing utilities and critical infrastructure	High Wind 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC, BRIC technical assistance	2-5 years Low	
MC-110	Conduct geotechnical survey of slope stability county wide	Debris Flow 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	
MC-111	Seed and transplant fire resistant and native plants and trees on vulnerable sloped areas	Debris Flow 1, 2, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years Low	

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-112	Outreach and education to areas at risk of debris flow	Debris Flow 1, 3, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-5 years, ongoing Medium	
MC-113	Acquire land and or design new codes for areas in high-risk landslide areas and minimize new construction via policy recommendations	Debris Flow 1, 2, 4, 5	County of Marin – OEM / Fire	New	TBD Cost General Funds/Grants HMPG, BRIC	2-10 years Low	
MC-114	Marin County Structure Elevation Program	Flooding 1, 2, 4, 5	County of Marin - DPW	Existing, New	$4M General Funds/Grants (HMGP)	0-5 years In progress	Provides federal assistance to homeowners with cost-effective projects. FEMA funding approved and 7 permits are being reviewed
MC-115	Seismic Retrofit of County-owned buildings not current to code.	Earthquake 1, 2, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants HMPG, BRIC	0-5 years In progress	Staff also continue gathering available seismic assessment data on County-owned (and possibly leased sites in the future) facilities. This information will be brought into an asset management database, which is in the early stages of development, and will support risk assessment and work plan development

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-116	Seismic Retrofit of County-owned buildings not current to code. 120 N. Redwood- Seismic Assessment	Earthquake 1, 2, 5	County of Marin - DPW, CDA	Existing (2018)	TBD Cost General Funds/Grants HMPG, BRIC	0-5 years In progress	Local hazard mitigation by the States Office
MC-117	Seismic Retrofit of County-owned buildings not current to code. Marin Center- Seismic Assessment of the Veteran's Memorial Auditorium & Exhibit Hall	Earthquake 1, 2, 5	County of Marin - DPW, CDA	Existing (2018)	TBD Cost General Funds/Grants HMPG, BRIC	0-5 years In progress	Completed assessment, and HMGP grant secured for upgrades. Seismic retrofit work at the Exhibit Hall completed in November 2022. The retrofit design work for the Veterans' Memorial Auditorium is complete. Construction work anticipated to run from April 2023 thru January 2024.
MC-118	San Anselmo Flood Risk Reduction Project.	Flooding 1, 2, 5	San Anselmo is project lead	Existing (2018)	$17.6M/ Flood Zone 9/ General Funds/Grants (DWR, HMGP application)	0-5 years In progress	Construction of flood detention basin on Fairfax Creek was substantially completed and the basin operational in November 2022. Outfall pipe slide gate can be operated manually and pending installation of electrical paneling March 2023 for electrical control operation. The project to remove the building bridge in downtown San Anselmo is in the final planning phase

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No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-119	Arroyo Corte Madera del Presidio Riverine (Corte Madera Creek) Flood Risk Management Project	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$14M/Flood Zone 9: General Funds/Grants (DWR, applications for FEMA, NOAA)	0-5 years In progress	Construction in progress through 2023 - The Marin County Flood Control and Water Conservation District (District) proposed the Corte Madera Creek Flood Risk Management Project, Phase 1 to reduce the 25-year flood risk along Corte Madera Creek in the Town of Ross and unincorporated Kentfield and to enhance natural stream functions. An HMGP application for components in the channel that reduce flood risk was submitted August 4, 2023
MC-120	Azalea Ave Bridge Replacement	Flooding 1, 5	Town of Fairfax	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years	Town of Fairfax is project lead.
MC-121	Nokomis Ave Bridge Replacement	Flooding 1, 5	Town of San Anselmo	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years	Town of San Anselmo is project lead.
MC-122	Madrone Ave Bridge Replacement	Flooding 1, 5	Town of San Anselmo	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years	Town of San Anselmo is project lead.

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No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-123	Winship Bridge Replacement	Flooding 1, 5	Town of Ross	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years	Town of Ross is the project lead.
MC-124	Sycamore Ave bridge replacement	Flooding 1, 5	Town of San Anselmo	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years	Currently on hold. A watershed study has been scoped out, but not enough funding has been identified.
MC-125	Lower Corte Madera Creek Improvements	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$2M/Flood Zone 9/ General Funds/Grants (DWR)	0-5 years In progress	Currently on hold
MC-126	Continue supporting the Sonoma County Water Agency led Advanced Quantitative Precipitation Information effort.	Flooding 1, 4, 5	County of Marin - DPW	Existing (2018)	$1.5M General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Working to expand storm drainage improvement planning into Nave Gardens through a Flood District funded study currently underway through 2023. The study is looking at ways of most effectively bypassing high flows and potential options such as increasing storage, building flood barriers, daylighting drainages, and installing pump stations and/or tide gates. Funding for future improvements would likely be sought through FEMA HMGP.

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No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-127	Pacheco Pond Project - flood flow diversion to wetlands to improve water quality and habitat. Upgrade title gages.	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Annual outreach conducted in October
MC-128	Deer Island Basin Project to setback levees, restore tidal wetlands, and increase tidal prism to reduce sedimentation and flood risk.	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$10M/ Flood Zone 1/ General Funds/Grants (SFBRA grant)	0-5 years In progress	National Park Service is working with FHWA and the Flood District to identify and plan a potential overflow channel from Easkoot Creek to the Ocean.
MC-129	Rush Creek Drainage Improvements	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	2-3 years Low	During final design of the levee upgrade in February 2022, the engineer's updated construction cost estimate came in at $12M, exceeding the project's available funding for project design and construction. The District continues to track opportunities for project construction funding.
MC-130	The upgrade Farmers, Cheda, and Lynwood pump stations	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years Low	Interim upgrades were made by adding an in-line check valve to prevent tides from flooding Meadow Dr. No funding (or local match) currently available for full conceptual upgrades to proceed to design.

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No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-131	City of Novato Drainage Improvement	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Flood Zone 1/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Currently on hold
MC-132	Encourage property owners in SFHAs to purchase flood insurance.	Flooding 1, 3, 5	County of Marin - DPW, OEM/Fire	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	Ongoing In progress	Currently on hold
MC-133	Easkoot Creek Flood Flow Bypass Project. (National Park Service/ FHWA project being scoped currently as part of parking lot work)	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Currently on hold
MC-134	Santa Venetia Floodwall Project (Formerly the Santa Venetia Timber-Reinforced Berm Improvement Project)	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$12 Million General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Coordinating with County Engineering to include drainage upgrades with road rehabilitation projects. Labrea Way, vulnerable to recurrent stormwater ponding, is currently in design.
MC-135	Meadow Drive Interceptor and Ditch Upgrades.	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years Low	Currently in design phase for the placement of 100,000 cubic yards of dredge sediment. Goal to support navigation and storm drain outfall.
MC-136	Santa Venetia Pump Station No. 4 Upgrades on hold	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$3M/ Flood Zone 7 General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	In 2021, County and Parks staff received a grant from the San Francisco Bay Restoration Authority (SFBRA) Measure AA

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No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
							Bay region wetlands grant program. This grant funding will allow the McInnis Marsh Restoration project to continue work on final design, compliance with the California Environmental Quality Act (CEQA) and permitting including the proposed CSA 6 Gallinas Creek geomorphic dredge project. Note that the proposed McInnis Marsh Restoration project is not currently funded for implementation.
MC-137	Pump Station No. 2 Upgrade, and interconnection to Pump Station No. 1 is currently on hold.	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$3M General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Initiation of this project depends on completion of a land exchange through State Lands Commission. County is working on surveying needed to support that exchange.
MC-138	Pump Station No. 5 Upgrade	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$3M General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Currently on hold
MC-139	Santa Venetia and Rafael Meadows Street Drain Upgrades.	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	In 2022 all pump stations in Santa Venetia were upgrade to Trimble Unity System for alerts and notifications to staff. Funding for additional

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							upgrades not available at this time.
MC-140	Gallinas Creek Geomorphic Dredge	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$3M/ County Service Area 6/ General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Flood district is supporting the Town of Tiburon's storm drainage master plan implementation out by designing the upgrade to the Cove Stormwater Pump Station (construction completed, Project 33 in 2018 LHMP) to have capacity to handle the increased flows that would be conveyed to the station by the full buildout of the Town's master plan.
MC-141	McInnis Park Wetland Restoration Project	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Currently on hold
MC-142	Levee Setback and Upgrade Project.	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Integrated into future sea level rise adaptation planning.

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MC-143	Pump Station No. 1 Upgrade	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$2M General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	On hold due to lack of property owner easements. Considering a creek restoration project instead.
MC-144	Estancia Ditch and Pump Station improvement project	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$4M/ Flood Zone 7/ General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Coordinating with Caltrans on a scheduled 2024 pavement rehabilitation project to potentially include tide gates to reduce sunny day flooding of Tiburon Blvd.
MC-145	Tiburon Street Drainage Improvements Plan	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	A levee study was completed, and a portion of the levee system has a project underway for seepage mitigation. It is in the design phase.
MC-146	Karen Way Ditch Improvements	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost/ Flood Zone 4/ General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Currently in the planning phase of project.
MC-147	Strawberry Levee Improvements	Sea Level Rise 1, 5	County of Marin - DPW	Existing (2018)	$1M / Flood Zone 4/ General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Integrated into future sea level rise adaptation planning.
MC-148	West Creek Flood Wall Alternative Restoration Project	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	5-10 years In progress	The district is working with the County's Parks Department to evaluate a potential pilot project for thin-lift placement of sediment from Coyote

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No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
							Creek in Bothin Marsh. It would require a Measure AA grant to design, permit, construct, and monitor.
MC-149	East Creek Outfall Modifications Project	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$10M/ Flood Zone 4/ General Funds/Grants/ FMA, DWR, HMGP, BRIC	3 years In progress	Caltrans is working on a project initiation document for December 2023 for sea level rise adaptation at the US 101/SR 1 between Manzanita and Marin City. County is supporting this work through hydraulic studies.
MC-150	Coyote Creek Levee Improvements	Flooding 1, 2, 5	County of Marin - DPW	Existing (2018)	$40M/ Flood Zone 3/ General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Currently on hold
MC-151	Marin City Drainage Improvements Project	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Following the condition assessment design will proceed in 2024. After construction of the crest Marin improvements a study of Cardinal and shoreline pump stations and associated drainage is anticipated.
MC-152	Richardson Bay Shoreline Protection work is to be integrated into future sea level rise adaptation planning.	Sea Level Rise 1, 5	County of Marin - DPW	Existing (2018)	$150M TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	5-10 years In progress	County maintains a flood preparedness webpage with resources and information for landowners.

Table 4.9: Marin County Current Hazard Mitigation Actions

No.	Mitigation Action	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/Progress
MC-153	Bothin Marsh Restoration project	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$2.4 M General Funds/Flood Zone 3/Grants (SFBRA application in progress)	5-10 years In progress	Ongoing through Local Coastal Program update, funded and completed, nature-based adaptation studies, and the Safety Element update.
MC-154	Manzanita Modifications Project. To support/supplement a Caltrans project	Flooding, Sea Level Rise 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Funded through Ocean Protection Council grant and AARPA funds. Ongoing Stinson Beach Adaptation and Resilience Collaboration (Stinson ARC) project.
MC-155	Lower Ryan Creek Pump Station Study and Upgrades	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$2.5M/ Flood Zone 3/ General Funds/Grants/ FMA, DWR, HMGP, BRIC	5-10 years In progress	Project has not started due to lower community priority. However, the project has not been abandoned and may be completed in the next year.
MC-156	Crest Marin, Cardinal, and Shoreline Pump Station Upgrades.	Flooding 1, 5	County of Marin - DPW	Existing (2018)	$7.5M/ Floods Zone 3/ General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years In progress	Two funded and completed nature-based studies explored the feasibility of these projects and follow up work is now happening through the Stinson ARC project and through pursuit of other grant opportunities.
MC-157	Flood Preparedness Pilot Program	Flooding 1, 3, 5	County of Marin - DPW	Existing (2018)	Negligible cost General funds	0-5 years In progress	In Progress

Table 4.9: Marin County Current Hazard Mitigation Actions							
No.	**Mitigation Action**	**Hazards Mitigated/ Goals Met**	**Jurisdiction/ Responsible Agency**	**New, Existing, Completed, Removed**	**Estimated Cost and Potential Funding Source**	**Timeline/ Priority**	**Comments/Progress**
MC-158	Consider sea level rise adaptation from Collaboration: Sea-level Marin Adaption Response Team (C-SMART).	Sea Level Rise 1, 4, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	Ongoing In progress	
MC-159	Initiate Community Plans for Adapting to Coastal Hazards	Flooding, Sea Level, Rise, Tsunami 1, 2, 3, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	Ongoing In progress	
MC-160	Develop Renters and Homeowners Guides to Flood Preparedness project	Flooding 1, 3, 5	County of Marin - DPW, OEM	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	0-5 years Low	
MC-161	Protect and restore natural buffers.	Flooding 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	Ongoing In progress	
MC-162	Assess bulkheads surrounding Tomales Bay	Flooding (coastal) 1, 5	County of Marin - DPW	Existing (2018)	TBD Cost General Funds/Grants/ FMA, DWR, HMGP, BRIC	Ongoing In progress	

Table 4.9: Marin County Current Hazard Mitigation Actions
Source: Marin County

4.7 PLAN INTEGRATION

For hazard mitigation planning, “integration” means that hazard mitigation information is used in other relevant planning mechanisms, such as general planning, capital facilities planning, emergency management, hazard specific planning, and that relevant information from those sources is also used in hazard mitigation. This section identifies where such integration is already in place from the 2018 MJHMP, and where the 2023 MJHMP will be used for further integration.

The Marin County Office of Emergency Management will be the central coordination point for maintaining this plan and will serve as a lead staff for grant project applications on the countywide projects selected for application under the Hazard Mitigation Assistance grant programs. Additionally, each participating jurisdiction applying for grant funds on its own will serve as lead staff for project implementation with assistance from the County and participating Steering Committee members as requested.

An important integration mechanism that is highly effective and low-cost is incorporation of the hazard mitigation plan recommendations and their underlying principles into other county, city and town plans and mechanisms. Where possible, plan participants will use existing plans and/or programs to implement hazard mitigation actions. Mitigation is most successful when it is incorporated into the day-to-day functions and priorities of government and development. As described in this plan’s capability assessment, Marin County and its jurisdictions already implement policies and programs to reduce losses to life and property from hazards. This plan builds upon the momentum developed through previous and related planning efforts and mitigation programs and recommends implementing actions, where possible, through these other program mechanisms. These existing mechanisms include:

- **County, City and Town general and master plans** - Integrates hazard mitigation through the consideration of hazards most likely to impact the County. These hazards are considered in the Safety Element, Housing Element and Open Space Element.
- **County, City and Town Emergency Operations Plans** - Integrates hazard mitigation through the consideration of the Town’s planned response to hazards most likely to impact the Town.
- **County, City and Town ordinances** - Integrates hazard mitigation through the consideration of plans and policies outlined in the capability assessments in the jurisdictional annexes.
- **Flood/storm water management/master plans** - Integrates hazard mitigation through the consideration of strategies to reduce flood risk and storm water management for the protection of life and property.
- **Community Wildfire Protection plan** - Integrates hazard mitigation through the consideration of strategies to reduce fire hazard and the risk of catastrophic wildfires in the WUI, while promoting the protection and enhancement of the county’s economic assets and ecological resources.
- **Capital improvement plans and budgets** - Integrates hazard mitigation through the consideration of strategies for the development and funding a critical facilities and infrastructure.
- Other plans and policies outlined in the capability assessments in the jurisdictional annexes.

- Other plans, regulations, and practices with a mitigation focus

Steering Committee members involved in these other planning mechanisms will be responsible for integrating the findings and recommendations of this plan with these other plans, programs, etc., as appropriate. Implementation and incorporation into existing planning mechanisms will be done through the routine actions of:

- Monitoring other planning/program agendas
- Attending other planning/program meetings
- Participating in other planning processes
- Monitoring community budget meetings for other community program opportunities

The successful implementation of this mitigation strategy will require constant and vigilant review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community. A few examples of incorporation of the MJHMP into existing planning mechanisms include:

1) As recommended by Assembly Bill 2140, each community should adopt (by reference or incorporation) this MJHMP into the Safety Element of their General Plans. Evidence of adoption (by formal, certified resolution) shall be provided to CalOES and FEMA
2) Integration of flood actions identified in this mitigation strategy with the actions and implementation priorities established in existing Flood Management Programs
3) Using the risk assessment information to update the hazards section in the County, City and Town Emergency Operations Plans

Efforts should continuously be made to monitor the progress of mitigation actions implemented through these other planning mechanisms and, where appropriate, their priority actions should be incorporated into updates of this hazard mitigation plan.

4.8 Future Development Trends

Marin County's abundance of natural, recreational, and scenic resources has supported a long history of open space preservation. Its rolling hills, expansive ranchlands, beaches, coastlines, and more are appreciated by both visitors and locals alike. This quote, from the Marin Independent Journal 1934 Editorial captures this sentiment:

"No community on earth is more favored than Marin with the wealth and beauty of potential playgrounds. If we don't acquire some of these lands, the opportunity will surely slip away from us."

In the 1960s, housing/transportation development proposals were underway throughout Marin County including for the Marin Headlands, outer coast, Tomales Bay area and more. Such proposals threatened Marin's rural character and long heritage of family farming, sparking community activism which drew national attention. These efforts led to the employment of land use planning tools to ensure the County's natural and agricultural areas remain protected in perpetuity. Establishment of the Point Reyes National Seashore in 1962, and a handful of other Federal/State Park units, ensured the protection of a large amount of the County's most

cherished lands as publicly accessible open space. Additionally, the Marin Agricultural Land Trust, established in 1980, has placed agricultural conservation easements on over 60,000 acres of farmland, to ensure protection from development in perpetuity.

Furthermore in 1972 the California Coastal Commission was established as a regulatory agency whose mission is “To protect, conserve, restore, and enhance the environment of the California coastline”. Pursuant to the California Coastal Act of 1976, the agency is tasked with the protection of a variety of resources including public access, habitat, and water quality. The Commission issues Coastal Development Permits, until a local agency has a certified Local Coastal Program (LCP), with a land use plan and implementation plan.

West Marin’s coastal zone covers approximately 82,168 acres. Of this approximately 33,913 acres are owned and managed by the National Park Service, leaving 48.255 acres under County Jurisdiction subject to the LCP. This encompasses a handful of small communities along the Pacific Coast and Tomales Bay shorelines including Muir Beach, Stinson Beach, Bolinas, Inverness, Point Reyes Station, East Shore and Dillon Beach. New growth in these communities is limited by a variety of factors including few remaining undeveloped parcels; land use policies and plans which protect public access and natural resources; and environmental features such as the coast itself, Tomales Bay, and steep bluffs which naturally restrain development.

Development in the County over the last 5 years has been limited due to build out, and similarly future development is limited by these same constraints. For this reason, development related considerations to plan updates were not applicable to the planning process. Instead, the plan was revised to consider regional development trends and incorporation of new science such as potential climate change impacts.

Marin County has focused on sea level rise planning and climate action for several years. Currently, the LCP is being updated to reflect the changing risks to coastal areas and develop appropriate policies and actions to avoid and minimize the risk of disaster and harm to its residents, infrastructure and coastal resources. Coastal Act policies Sections 30210, 30240, and 30251 dictate that new development shall be safe from hazards and recognize that shoreline protective devices such as seawalls may be appropriate in certain instances to serve coastal-dependent uses or to protect existing structures or public beaches in danger from erosion.

However, shoreline protective devices must be designed to eliminate or mitigate the adverse impacts on the sand supply of surrounding natural shorelines. Other development-limiting Coastal Act policies include:

Section: 30210: Development shall not interfere with the public’s right of access to the sea including the use of beaches

Section 30240: Environmentally Sensitive Habitat Areas (ESHA) shall be protected.

Section 30251: The scenic and visual qualities of coastal areas shall be considered and protected as resources of public importance.

The 2040 population projection for Marin County is 277,087 (Department of Finance). In order to accommodate population growth over the next several years, Marin County and its incorporated cities have implemented a number of land use plans and development policies to direct growth away from hazardous conditions. For example, as required by state law, the County and each

incorporated city have a general plan with a safety element that identifies hazards affecting the County and incorporated cities. Likewise, the County and the incorporated cities have a number of planning policies, such as floodplain ordinances and building codes, restricting new development in hazard areas and/or increasing construction requirements in hazard areas.

In addition to steering away growth from hazard areas, Marin County and its incorporated cities have a history of aggressive growth management that seeks to limit growth overall and to direct it within the incorporated cities and urban areas of the unincorporated County.

The 2007 Marin Countywide Plan was last updated in 2015 to reflect the theme of planning for sustainable communities. Twelve principles support this theme including the preservation of natural assets and the protection of agricultural assets in order to minimize development in open space. The plan is divided into specific elements, each with goals, policies, and implementation programs. The Plan's land use pattern reflects existing development potential shifted to a degree from environmentally constrained sites to more appropriate locations. Specific Countywide Plan policies which limit urban development through the protection of open space resources include:

- Biological Resources 1.1 Protect Wetland Habitats for Special-Status Species, Sensitive Natural Communities, and Important Wildlife Nursery Areas and Movement Corridors.
- Biological Resources 1.2 Acquire Habitat
- Biological Resources 2.1 Include Resource Preservation in Environmental Review Biological Resources 2.2 Limit Development Impacts
- Biological Resources 3.1 Protect Wetlands
- Biological Resources 4.1 Restrict Land Use in Stream Conservation Areas
- Biological resources 5.1 Protect the Baylands Corridor
- Biological Resources 5.2 Limit Development and Access
- Biological Resources 5.3 Leave Tidelands in Their Natural State
- Air 4.m Focus Development in Urban Corridors
- Open Space 2.2 Continue to Acquire or Otherwise Preserve Open Space Countywide Open Space 2.4 Support Open Space Efforts Along Streams
- Open Space 2.5 Support Open Space Efforts in the Inland Rural Corridor
- Open Space 2.6 Support Open Space Efforts in the Coastal Corridor
- Agriculture 1.1 Limit Residential Use
- Agriculture 1.2 Encourage Contractual Protection
- Agriculture 1.3 Preserve Agricultural Zoning
- Agriculture 1.4 Limit Non-Agricultural Zoning
- Agricultural 1.5 Restrict Subdivision of Agricultural Lands Within the Coastal, Inland Rural and Baylands Corridors
- Agriculture 1.6 Limit Non-Agricultural Development
- Additionally, the Plan includes policies to limit development in hazardous areas, including:
- Environmental Hazards 3.a Regulate Development in Flood and inundation Areas
- Environmental Hazards 3.e Restrict Development in Flood Prone Areas
- Environmental Hazards 4.1 Limit Fire Risks to Structures

Implementation tools such as the County Development Code are used to carry out Countywide Plan goals. Some of the policies and programs in the Countywide Plan will require rezoning of individual properties for consistency with land use designations and policies. Furthermore, many unincorporated communities are guided by community plans which may include customized building and site design standards, ridgeline and view corridor protection mechanisms, home size regulations and more.

SECTION 5.0: PLAN REVIEW, EVALUATION, AND IMPLEMENTATION

44 CFR Requirement §201.6(d)(3) A local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit if for approval within 5 years in order to continue to be eligible for mitigation project grant funding.

§201.6(d)(5) [The plan shall include…] Documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (e.g., City Council, County commissioner, Tribal Council). For multi‐jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.

The strategies presented are deemed appropriate and effective by recommendation of the Marin County OA Hazard Mitigation Steering Committee, senior management of local governments and public agencies, and individual organizations and groups that have participated in its creation, or reviewed the end product.

5.1 PLAN ADOPTION

Upon submission to the California Office of Emergency Services (CalOES) for review, and subsequent approval by the Federal Emergency Management Agency (FEMA), the Marin County OA MJHMP will be presented to local government for formal adoption. It will then be incorporated into local general plans for integration into organizational policy.

5.2 PLAN MONITORING AND PUBLIC ENGAGEMENT

The process of hazard mitigation does not end with the completion, approval, and adoption of the Marin County OA MJHMP. During the five-year lifespan the Marin plan, the County, cities, towns and special districts, along with community-based organizations will ensure that the mitigation goals and strategies identified are exercised and monitored under a collaborative and cooperative umbrella, and that the document itself is properly maintained.

The Marin County Office of Emergency Management, as lead coordinating agency for hazard mitigation planning within the Marin County OA, leads the Marin Operational Area Hazard Mitigation Working Group that meets quarterly to review and manage the plan, projects, and programs. The review will identify changing community priorities, updated or new planning documents and the progress or status of the mitigation actions as detailed in the mitigation strategy. Additional questions to complete the review will be considered as follows:

- Do the goals address current and expected conditions?
- Are the goals and objectives consistent with changes in the local, state, and federal policy?
- Status updates on all mitigation actions?
- Have the hazards or risks changed?
- Are current resources appropriate for implementing the MJHMP?
- Have the outcomes occurred as expected?

- Is the County and jurisdictions or districts participating in the plan implementation process as expected?

The Working Group is a subgroup of the Marin Disaster and Citizens Corps Council. During the five-year update cycle, the Marin Operational Area Hazard Mitigation Working Group will have quarterly update meetings with the Hazard Mitigation Planning Committee and local stakeholders to discuss revisions to the plan and progress updates for the hazard mitigation actions. Further, Marin OEM will host an annual one-day mitigation summit to increase engagement and enhance collaboration on the plan and projects. The summit will also have the goal to educate stakeholders on innovative approaches to mitigation, trends, and new plan requirements. Marin OEM, as the host, will seek subject matter experts, state and federal officials, and representatives from within the Marin OA to speak to mitigation and planning. The knowledge gathered and the coordination facilitated during the summit will be used to update the base plan and annexes.

Marin OEM has the capacity to lead the Working Group and Multi-Jurisdictional Planning with one coordinator assigned with direct maintenance of the plan, a department analyst assigned to support the coordinator with project and grant tracking, and a community preparedness coordinator assigned with conducting regular public outreach on the plan and education on mitigation. Community feedback and integration will continue through outreach events and OEM website, where residents and visitors are invited to provide feedback through a survey, available in English or Spanish.

Specific plan maintenance activities by the Marin County Office of Emergency Management and its participating jurisdictions/special districts may include:

- Hold quarterly update meetings with the Hazard Mitigation Planning Committee and local stakeholders to discuss revisions to the plan and progress updates for the hazard mitigation actions.
- Annual Hazard Mitigation Summit
- Holding public meetings after the first quarter and third quarter update meetings.
- Maintaining the Marin County OEM Hazard Mitigation Website, which provides the public with the ability to access identified hazard impact maps, location address search capability, and a listing of hazard mitigation actions.
- Monitoring of the Marin County and all participating jurisdiction mitigation project activities and dissemination of status reports.
- Generation of reports relative to plan status, project management, and revision updates to executive leadership.
- Preparations for the plan's future revision and updating.

5.3 Plan Evaluation

Upon approval and adoption by Marin County and all participating jurisdictions, the prioritized mitigation strategies will be further developed for funding and implementation by the lead agencies. The plan describes the potential sources of hazard mitigation funding, and general procedures to obtain that funding.

The mitigation strategies represented and adopted within this plan are recommendations only and must be approved and funded in order to be implemented as official mitigation solutions. Ultimately, it is the responsibility of jurisdictional and agency officials within the Marin County Operational Area to undertake project implementation based upon identified mitigation

strategies, funding availability, and local need when it arises. The Marin County Office of Emergency Management will meet with the Marin Operational Area Hazard Mitigation Working Group to evaluate the plan after each update meeting.

5.4 Plan Update

During the five-year update cycle, the Marin County Office of Emergency Management will be responsible for updating the MJHMP. This update process will begin in 2024 through quarterly update meetings by the Marin Operational Area Hazard Mitigation Working Group and local stakeholders. The Marin OEM will lead these meetings to discuss revisions to the plan and progress updates for the hazard mitigation actions. Additional plan update actions are described in 5.2 Plan Monitoring and Public Engagement. The Marin County Office of Emergency Management and all participating jurisdictions and special districts will continue to hold public meetings after the first quarter and third quarter update meetings annually and will continue to invite public participation in the update process via updated public surveys.

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ACRONYMS

Acronym	Definition
ABAG	Association Bay Area of Governments
AQI	Air Quality Index
ARP	Address Resolution Protocol
ASL	American Sign Language
ATSDR	Agency for Toxic Substances and Disease Registry
BAAQMD	Bay Area Air Quality Management District
BCDC	Bay Conservation and Development Commission
BCPUD	Bolinas Community Public Utility District
BRIC	Building Resilient Infrastructure and Communities
CA	California
CAL FIRE	California Department of Forestry and Fire Protection
Cal OES	California Office of Emergency Services
CAP	Climate Action Plan
CASPER	Community Assessment for Public Health Emergency Response - California Department of Public Health
CDA	Community Development Agency
CDC	Centers for Disease Control and Prevention
CDI	Certified Deaf Interpreter
CEQA	California Environmental Quality Act
CGS	California Geological Survey
CIP	Capital Improvement Plan
CMFD	Central Marin Fire District
CNRA	California Natural Resource Agency
CNRA	California Natural Resource Agency
CNRA	California Natural Resource Agency
CO	Carbon Monoxide
COVID-19	Coronavirus Disease 2019
COYL	Coyote Creek Left Bank Levee
CPUC	California Public Utilities Commission
CRF	Community Risk Factor
CRI	Community Resilience Index
CRS	Community Rating System

CRT	Community Response Team
CSA	County Service Area
C-SMART	Sea-level Marin Adaption Response Team
CWPP	Community Wildfire Protection Plan
DDoS	Distributed Denial of Service
DMA	Disaster Mitigation Act
DNS	Domain Name System
DOF	California Department of Finance
DoS	Denial-of-Service
DPW	Department of Public Works
DR	Disaster Relief
DSOD	Division of Safety of Dams - California Department of Water Resources
DWR	California Department of Water Resources
EAL	Expected Annual Loss
EAS	Emergency Alert System
EOC	Emergency Operation Center
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
ESHA	Environmentally Sensitive Habitat Areas
FD	Fire Department
FEMA	Federal Emergency Management Agency
FHSV	Fire Hazard Severity Zones
FIRM	Flood Insurance Rate Maps
FMA	Flood Mitigation Assistance
FMP	Flood Mitigation Plan
FPA	Floodplain Administrator
FRA	Federal Responsibility Areas
FY	Fiscal Year
GGNRA	Golden Gate National Recreation Area
GGNRA	Golden Gate National Recreation Area
GIS	Geographic Information System
Gov	Government
GPAC	General Plan Advisory Committee
H2S	Hydrogen Sulfide

HFHSZ	High Fire Severity Zone
HIRA	Hazard Identification and Risk Assessment
HIV/AIDS	Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome
HLR	Historic Loss Ratio
HMGP	Hazard Mitigation Grant Program
IoT	Internet of Things
IP	Intellectual Property
IPAWS	Integrated Public Alert and Warning System
ISEPA	Identified Site Emergency Planning Application
LCP	Local Coastal Program
LGVSD	Las Gallinas Valley Sanitary District
LHMP	Local Hazard Mitigation Plan
LRA	Local Responsibility Areas
LRAD	Long-Range Acoustic Device
LSAC	Levee Safety Action Classification
Marin IJ	Marin Independent Journal
MCEP	Marin Climate Energy Partnership
MCFD	Marin County Fire Department
MCOSD	Marin County Open Space District
MCPIO	Marin County Public Information Officers
MCSTOPP	Marin County Stormwater Pollution Prevention Program
MERA	Marin Emergency Radio Authority
MERS	Middle Eastern Respiratory Syndrome
MFHSZ	Moderate Fire Severity Zone
MHOAC	Medical/Health Operational Area Coordinator
MJHMP	Multi-Jurisdictional Hazard Mitigation Plan
MMI	Modified Mercalli Intensity
MMWD	Marin Municipal Water District
MRZ	Mineral Resource Zones
MV2040	Mill Valley General Plan 2040
Mw Scale	Moment Magnitude Scale
MWPA	Marin Wildfire Prevention Authority
NASA	National Aeronautics and Space Administration
NCDC	National Climatic Data Center

NFDRS	National Fire Danger Rating System
NFIP	National Flood Insurance Program
NID	National Inventory of Dams
NIH	National Institute for Health
NMWD	North Marin Water District
NPR	Northwestern Pacific Railroad
NR	National Register of Historic Places
NRI	National Risk Index
NWS	National Weather Service
O3	Ozone
OA	Operational Area
OEM	Office of Emergency Management
OHP	Office of Historic Preservation
OWTA	On-Site Wastewater Treatment Systems
PD	Police Department
PG&E	Pacific Gas & Electric
PM10	Particulate Matter Less Than 10 Microns In Aerodynamic Diameter
PSPS	Public Safety Power shutoffs
PtH	Pass the hash
PW	Public Works
RAWS	Remote Automated Weather Stations
RCD	Resource Conservation District
RHNA	Regional Housing Needs Assessment
SASM	Sewerage Agency of Southern Marin
SFBRA	San Francisco Bay Restoration Authority
SFHA	Special Flood Hazard Area
SFHA	Special Flood Hazard Areas - FEMA
SFHA	Special Flood Hazard Area
SHMP	State Hazard Mitigation Plan
SMART	Sonoma Marin Area Rail Transit
SMFD	Southern Marin Fire District
SOX	Sulfur Oxides
SQL	Structured Query Language
SRA	State Responsibility Areas

SVI	Social Vulnerability Index
TAM	Transportation Authority of Marin
UCERF2	Uniform California Earthquake Rupture Forecast, Version 2
UCERF3	Uniform California Earthquake Rupture Forecast, Version 3
USACE	U.S. Army Corps of Engineers
USGS	United States Geological Survey
VHFHSV	Very High Fire Severity Zone
WC/ATWC	West Coast/Alaska Tsunami Warning Center
WHO	World Health Organization
WUI	Wildland Urban Interface
XSS	Cross-Site Scripting

APPENDIX A: ADOPTION LETTERS

RESOLUTION NO. 2024- 27

RESOLUTION OF THE MARIN COUNTY BOARD OF SUPERVISORS TO ADOPT THE 2024 MULTI JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN

WHEREAS, natural hazards, such as earthquakes, floods, and wildfires, pose a significant threat to the residents and visitors of Marin County; and

WHEREAS, disasters start and end at the local level, it is the inherent responsibility of local government to lead hazard mitigation and the reduction of risk and vulnerability to hazards; and

WHEREAS, the County of Marin, in coordination with neighboring jurisdictions and special districts, produced the 2024 Marin Multi-Jurisdictional Local Hazard Mitigation Plan to provide a framework for hazard mitigation; and

WHEREAS, the County of Marin Board of Supervisors adopted a new Safety Element into the Countywide Plan in 2023 that incorporates by reference the 2024 Multijurisdictional Hazard Mitigation Plan by including the following language: "The Marin County Multi-Jurisdictional Local Hazard Mitigation Plan (MCM LHMP [now the MJHMP]) complies with all requirements set forth under Disaster Mitigation Act (DMA) 2000 and includes information also relevant to the Safety Element. Sections of the Safety Element are supplemented by the most recently adopted [MJHMP], which is incorporated by reference, as allowed by California Government Code Section 65302(g). The [MJHMP] presents environmental hazard analysis, describes important transportation and utility infrastructure at risk from environmental hazards, describes emergency evacuation systems, and mitigation actions to protect Marin County populations and infrastructure from environmental hazards."

NOW, THEREFORE, BE IT RESOLVED that the Marin County Board of Supervisors does herby adopt the 2024 Marin County Multi-Jurisdictional Local Hazard Mitigation Plan:

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Marin held on this 5 day of March 2024, by the following vote:

AYES:	SUPERVISORS	Dennis Rodoni, Stephanie Moulton-Peters, Eric Lucan, Katie Rice, Mary Sackett
NOES:	NONE	
ABSENT:	NONE	

DENNIS RODONI, PRESIDENT
BOARD OF SUPERVISORS

ATTEST:

Clerk

Resolution No. 2024-27
Page 1

OA-65

CITY of BELVEDERE
450 San Rafael Ave. • Belvedere, CA 94920-2336
Tel: 415/435-2611 • Fax: 415/435-8471
POLICE DEPARTMENT

December 1, 2022

Marin County Office of Emergency Services
1600 Los Gamos Drive
San Rafael, CA 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the City of Belvedere is submitting this letter of commitment to confirm that the City of Belvedere has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, the City of Belvedere, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

The City of Belvedere understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;

BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT

BCPUD BOX 390 270 ELM ROAD BOLINAS CALIFORNIA 94924 415 868 1224

September 23, 2022

Sheriff Jamie Scardina
Marin County Sheriff's Office
1600 Los Gamos Drive, #200
San Rafael, California 94903

Re: "Statement of Intent to Participate" as participating jurisdiction in Marin County Multi-Jurisdictional Local Hazard Mitigation Planning.

Sheriff Scardina:

In accordance with the Federal Emergency Management Agency ("FEMA")'s Local Mitigation Plans requirements, under 44 CFR §201.6, which specifically identify criteria that allow for multi-jurisdictional mitigation plans, the Bolinas Community Public Utility District ("BCPUD") is submitting this letter of intent to confirm that the BCPUD has agreed to participate in the Marin County Multi-jurisdictional Local Hazard Mitigation Planning ("MCM LHMP") effort.

Further, as a condition to participating in the mitigation planning; the BCPUD agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the County to complete the plan in conformance with FEMA requirements. The plan will comply with California AB 2140 through integration with the Marin Countywide Plan Safety Element and the municipalities' general plans. County staff on the MCM LHMP planning team are responsible for ensuring County compliance with AB 2140, and a representative of the BCPUD is responsible for ensuring compliance for its jurisdiction.

The BCPUD understands that it must engage in the following planning process, as more fully described in FEMA's *Local Mitigation Planning Handbook* (2013), including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.);
- Documentation of an effective process to maintain and implement the plan;
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan); and
- Documentation of participation in the NFIP, continued compliance with NFIP requirements, and address NFIP insured structures that have been repetitively damaged by floods.

Therefore, with a full understanding of the funding obligations incurred by an agreement between the

Letter to Sheriff Jamie Scardina
September 23, 2022
Page Two

Lead Jurisdiction and the Participating Jurisdiction, I, Jennifer Blackman, commit the BCPUD to the Marin County Multi-jurisdictional Local Hazard Mitigation Planning effort.

Executed this 23 day of September 2022.

Very truly yours,

Jennifer Blackman
General Manager

RESOLUTION NO. 03/2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CORTE MADERA ADOPTING THE 2023 MULTI- JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN AND TOWN OF CORTE MADERA ANNEX

WHEREAS, natural hazards, such as earthquakes, floods, and wildfires, pose a significant threat to the residents and visitors of the Town of Corte Madera; and

WHEREAS, disasters start and end at the local level, it is the inherent responsibility of local government to lead hazard mitigation and the reduction of risk and vulnerability to hazards; and

WHEREAS, the Town of Corte Madera, in coordination with neighboring jurisdictions and special districts, produced the Town of Corte Madera Annex to the 2023 Marin Multi-Jurisdictional Local Hazard Mitigation Plan (MJLHMP) to provide a framework for hazard mitigation.

NOW, THEREFORE, BE IT RESOLVED that based on the following findings and determinations and the record of these proceedings the Council of the Town of Corte Madera adopts the 2023 Multi-Jurisdictional Local Hazard Mitigation Plan and Town of Corte Madera Annex, included as Exhibit A and directs their implementation.

BE IT FURTHER RESOLVED that the Council of the Town of Corte Madera finds the following:

A. Adoption of the 2023 MJLHMP and Town of Corte Madera Annex are activities consistent with the goals and policies of the Corte Madera General Plan, and all Specific Plans in that the 2023 MJLHMP and Town of Corte Madera Annex provide updated data and mitigation strategies to address risk related to natural hazards; and

B. Adoption of the 2023 MJLHMP and Town of Corte Madera Annex would not be detrimental to the public interest, health, safety, convenience, or welfare of the Town in that these plans strive to improve and enhance public readiness for disaster and provide mitigation strategies; and

C. Adoption of the 2023 MJLHMP and Town of Corte Madera Annex, have been reviewed in accordance with the California Environmental Quality Act (CEQA) and are exempt from CEQA because they are not a "project" pursuant to CEQA Guidelines section 15378 (b) in that it does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, or in the alternative, adoption of the 2023 MJLHMP and Town of Corte Madera Annex is exempt from CEQA pursuant to CEQA Guidelines, Section 15061(b)3, in that it can be seen with certainty that there is no possibility that the activities in question may have a significant effect on the environment and therefore are not subject to CEQA.

The 2023 MJLHMP and Town of Corte Madera Annex are consistent with the Town of Corte Madera General Plan, involve feasibility and planning studies, consist of data collection and research, and do not have the potential for causing a significant effect on the environment. Any future projects arising from mitigation activities included in the 2023 MJLHMP and Town of Corte Madera Annex will undergo additional CEQA review.

☼ ☼ ☼ ☼ ☼ ☼ ☼ ☼ ☼

I HEREBY CERTIFY that the foregoing resolution was duly and regularly adopted by the Town Council of Corte Madera at a regular meeting held on the 16th day of January 2024, by the following vote, to wit:

AYES:	Councilmembers: E. Beckman, F. Casissa, C. Lee, P. Ravasio, R. Thomas
NOES:	Councilmembers: - None -
ABSENT:	Councilmembers: - None -

APPROVED:

Eli H. Beckman, Mayor

ATTEST:

Loretta Barrera, Town Clerk

TOWN OF FAIRFAX
142 Bolinas Road, Fairfax, California 94930
(415) 453-1584 / Fax (415) 453-1618

December 5, 2022

Marin County Office of Emergency Services
Marin County Sheriff's Office
1600 Los Gamos Dr. #200
San Rafael, CA 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Town of Fairfax is submitting this letter of commitment to confirm that the Town of Fairfax has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, Town of Fairfax, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

The Town of Fairfax understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including, but not limited to:

Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
Documentation of an effective process to maintain and implement the plan; and,
Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, Fairfax Town Manager, commit the Town of Fairfax to the Marin County's Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this 5th day of December, 2022.

Sincerely,

Heather Abrams
Town of Fairfax, Town Manager

City of Larkspur
400 Magnolia Avenue, Larkspur, California 94939
Telephone: (415) 927-5110 Fax: (415) 927-5022
Website: www.cityoflarkspur.org

March 28, 2023

Office of Emergency Management
Marin County Fire
1600 Los Gamos Drive
San Rafael, CA. 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the City of Larkspur is submitting this letter of commitment to confirm that the City of Larkspur has agreed to participate in the Marin County's Multi-Jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, City of Larkspur, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County Multi-Jurisdictional Hazard Mitigation Planning process to complete the plan in conformance with FEMA requirements.

The City of Larkspur understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include

relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, City Manager Dan Schwarz, commit the City of Larkspur to the Marin County Multi- Jurisdictional Hazard Mitigation Planning effort.

This document is executed this 28th day of March, 2023.

Dan Schwarz
City Manager

Las Gallinas VALLEY SANITARY DISTRICT
101 Lucas Valley Road, Suite 300
San Rafael, CA 94903
Tel.: 415-472-1734
Fax: 415-499-7715
www.LGVSD.org

MANAGEMENT TEAM
General Manager, Curtis Paxton
Plant Operations, Mel Liebmann
Collections/Safety/Maintenance, Greg Pease
Engineering, Michael P. Cortez
Administrative Services, Dale McDonald

DISTRICT BOARD
Megan Clark
Ronald Ford
Craig K. Murray
Judy Schriebman
Crystal J. Yezman

November 23, 2022

Marin County Office of Emergency Services
1600 Los Gamos Drive
San Rafael, CA 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Las Gallinas Valley Sanitary District is submitting this letter of commitment to confirm that Las Gallinas Valley Sanitary District has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, Las Gallinas Valley Sanitary District, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

Las Gallinas Valley Sanitary District understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook. including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A

range of actions must be identified specific for each jurisdiction;

- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, *Curtis Paxton*, commit *Las Gallinas Valley Sanitary District* to the Marin County's Multi- jurisdictional Hazard Mitigation Planning effort.

This document is executed this 23rd day of November, 2022.

If you need further information or have any questions, please do not hesitate to contact our Administrative Services Manager, Dale McDonald at 415-526-1519.

Curtis Paxton
Las Gallinas Valley Sanitary District, General Manager

MILL VALLEY

November 29, 2022

Marin County Administrator's Office
3501 Civic Center Drive #325
San Rafael, CA 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the City of Mill Valley is submitting this letter of commitment to confirm that the City of Mill Valley has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, the City of Mill Valley, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

The City of Mill Valley understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;

City of Mill Valley, 26 Corte Madera Avenue, Mill Valley, California 94941 • 415-388-4033

- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, *Todd Cusimano*, commit *the City of Mill Valley* to the Marin County's Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this 29th day of November 29, 2022.



Todd Cusimano
City Manager
City of Mill Valley

NORTH MARIN WATER DISTRICT

999 Rush Creek Place
P.O. Box 146
Novato, CA 94948-0146

PHONE
415-897-4133

EMAIL
info@nmwd.com

WEB
www.nmwd.com

January 3, 2023

Marin County Administrator's Office
3501 Civic Center Drive #325
San Rafael, CA 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-Jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the North Marin Water District is submitting this letter of commitment to confirm that North Marin Water District has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, North Marin Water District, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

North Marin Water District understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-Jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

DIRECTORS: JACK BAKER · KEN EICHSTAEDT · RICK FRAITES · MICHAEL JOLY · STEPHEN PETTERLE
OFFICERS: ANTHONY WILLIAMS, General Manager · TERRIE KEHOE, District Secretary · JULIE BLUE, Auditor-Controller · ERIC MILLER, Asst. GM/Chief Engineer

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, ***Anthony Williams, General Manager***, commit North Marin Water District to the Marin County's Multi-Jurisdictional Hazard Mitigation Planning effort.

This document is executed this 3rd day of January, 2023.

Sincerely,

Anthony Williams
General Manager
North Marin Water District

Attachment: NMWD Board of Directors Memo dated December 20, 2022

TW:edm
R:\NON JOB No ISSUES\Hazard Mitigation Plan\BOD Memos\2022 1220 - letter of commitment\Letter of Commitment to Marin County MJHMP.docx

CITY OF NOVATO
CALIFORNIA

December 15, 2022

Marin County Administrator's Office
3501 Civic Center Drive #325
San Rafael, CA 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the **City of Novato** is submitting this letter of commitment to confirm that **City of Novato** has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, **City of Novato**, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

City of Novato understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook. including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A

922 MACHIN AVENUE, NOVATO, CA 94945 | PHONE: 415.899.8900 | NOVATO.ORG

Mayor Eric Lucan | Mayor Pro Tem Susan Wernick | Councilmembers Denise Athas • Pat Eklund • Mark Milberg
City Manager | Adam McGill

range of actions must be identified specific for each jurisdiction;

- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, ***Adam McGill, City Manager***, commit ***City of Novato*** to the Marin County's Multi- jurisdictional Hazard Mitigation Planning effort.

This document is executed this **15** day of December, 2022.



Adam McGill, City Manager
City of Novato

TOWN OF ROSS

February 6, 2023

Office of Emergency Management
Marin County Fire
1600 Los Gamos Drive
San Rafael, CA. 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allows for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Town of Ross is submitting this letter of commitment to confirm that Town of Ross agrees to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, the Town of Ross agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

The Town of Ross understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook. including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

P.O. BOX 320, ROSS, CA 94957-0320
415.453.1453 • FAX 415.453.1950
www.townofross.org

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, Christa Johnson, Town Manager for the Town of Ross, does hereby acknowledge a commitment on behalf of the Town of Ross to participating in the Marin County's Multi- jurisdictional Hazard Mitigation Planning effort.

This document is executed this 6 day of February 2023.

Christa Johnson
Town Manager, Town of Ross

Steve Burdo
Mayor

Eileen Burke
Vice Mayor

Alexis Fineman
Council Member

Brian Colbert
Council Member

Tarrell Kullaway
Council Member

TOWN OF
SAN ANSELMO
EST. 1907

Town of San Anselmo
525 San Anselmo Avenue, San Anselmo, CA 94960-2682
(415) 258-4616
www.townofsananselmo.org

February 6, 2023

Office of Emergency Management
Marin County Fire
1600 Los Gamos Drive
San Rafael, CA. 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Town of San Anselmo is submitting this letter of commitment to confirm that the Town of San Anselmo has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

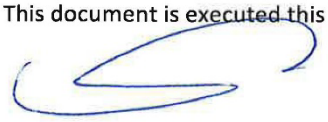
Furthermore, as a condition of participation in the mitigation planning, the Town of San Anselmo, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

The Town of San Anselmo understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, Dave Donery, the Town Manager, commit the Town of San Anselmo to the Marin County's Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this 6th day of February, 2023.



Dave Donery, Town Manager
Town of San Anselmo

November 29, 2022

Marin County Administrator's Office
3501 Civic Center Drive #325
San Rafael, CA 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the City of San Rafael is submitting this letter of commitment to confirm that the City of San Rafael has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, the City of San Rafael, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

The City of San Rafael understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook. including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending

CITY OF SAN RAFAEL | 1400 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA 94901 | CITYOFSANRAFAEL.ORG

Kate Colin, **Mayor** • Rachel Kertz, **Vice Mayor** • Maribeth Bushey, **Councilmember** • Eli Hill, **Councilmember** • Maika Llorens Gulati, **Councilmember**

meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and

- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, Jim Schutz, commit the City of San Rafael to the Marin County's Multi- jurisdictional Hazard Mitigation Planning effort.

This document is executed this 29th day of November 2022.



Jim Schutz
City Manager

DocuSign Envelope ID: 0B4CA582-DE1D-4BA9-81B3-C0970254E3EB

CITY OF SAUSALITO
Janelle Kellman, Mayor
Chris Zapata, City Manager
420 Litho Street, Sausalito, California 94965-1933
Telephone: 415-289-4100 ◦ WWW SAUSALITO.GOV

December 6, 2022

Marin County Office of Emergency Services
Marin County Sheriff's Office
1600 Los Gamos Dr. #200
San Rafael, CA 94903

File No.: 11.18.02

Re: Letter of Commitment
Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the City of Sausalito is submitting this letter of commitment to confirm that the City of Sausalito has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, the City of Sausalito agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

The City of Sausalito understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, City of

Administration: (415) 289-4167
Recreation: (415) 289-4189
FAX NUMBERS:
Community Development: (415) 339-2256
Public Works Engineering: (415) 339-2256
Library: (415) 331-7943
Public Works Maintenance: (415) 289-4138

DocuSign Envelope ID: 0B4CA582-DE1D-4BA9-81B3-C0970254E3EB

Sausalito City manager, commit the City of Sausalito to the Marin County's Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this 6th day of December 2022.

Sincerely,
City of Sausalito

DocuSigned by:
75CB1AA4D9EF424...

Chris Zapata
City Manager

cc: Kevin McGowan, Public Works Director

Southern Marin Fire Protection District
Christian Tubbs, Fire Chief

28 Liberty Ship Way, STE 2800
Sausalito, California 94965
Phone: 415-388-8182 Fax: 415-388-8181

December 12, 2022

Marin County Office of Emergency Services
Marin County Sheriff's Office
1600 Los Gamos Dr. #200
San Rafael, CA 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Southern Marin Fire Protection District is submitting this letter of commitment to confirm that Southern Marin Fire Protection District has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, Southern Marin Fire Protection District, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

Southern Marin Fire Protection District understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook, including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;

- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, Chris Tubbs, Fire Chief, commit Southern Marin Fire Protection District to the Marin County's Multi- jurisdictional Hazard Mitigation Planning effort.

This document is executed this 12th day of December, 2022.



Chris Tubbs
Southern Marin Fire Protection District, Fire Chief

Town of Tiburon • 1505 Tiburon Boulevard • Tiburon, CA 94920 • P. 415.435.7373 F. 415.435.2438 • www.townoftiburon.org

Jon Welner
Mayor

Jack Ryan
Vice Mayor

Alice Fredericks
Councilmember

Noah Griffin
Councilmember

Holli Thier
Councilmember

Greg Chanis
Town Manager

November 30, 2022

Marin County Office of Emergency Services
1600 Los Gamos Drive
San Rafael, CA 94903

Re: Letter of Commitment as Participating Jurisdiction in Marin County Multi-jurisdictional Hazard Mitigation Planning

Dear State Hazard Mitigation Officer:

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the Town of Tiburon is submitting this letter of commitment to confirm that the Town of Tiburon has agreed to participate in the Marin County's Multi-jurisdictional Hazard Mitigation Planning.

Furthermore, as a condition of participation in the mitigation planning, the Town of Tiburon, agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary and in a timely manner to the Marin County to complete the plan in conformance with FEMA requirements.

The Town of Tiburon understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Handbook. including, but not limited to:

- Identification of hazards unique to the jurisdiction and not addressed in the master planning document;

- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been proactively offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process, attending meetings, contributing research, data, or other information, commenting on drafts of the plan, etc.); and
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Hazard Mitigation Plan by the jurisdiction's governing body (each jurisdiction must officially adopt the plan).

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I, Greg Chanis, Town Manager, commit the Town of Tiburon to the Marin County's Multi-jurisdictional Hazard Mitigation Planning effort.

This document is executed this 16 day of November 2022.

Greg Chanis

Town Manager, Town of Tiburon

(415) 435-7373

APPENDIX B: DOCUMENTATION OF THE PLANNING PROCESS

2023 Marin County
Multi-Jurisdictional Hazard Mitigation Plans
Project Kickoff Meeting

Steering Committee Meeting Agenda

October 26, 2022, from 10:00 am – 11:00 am

I. Welcome and Introductions
II. Hazard Mitigation and Emergency Management Overview
III. Plan Overview – Steps and Timeline
IV. Planning Process
V. Community Profiles
VI. Planning Goals and Objectives
VII. Hazard Identification and Risk Assessment
VIII. Status of the Current Hazard Mitigation Projects
IX. Identify New Hazard Mitigation Projects List
X. Planning Team
XI. Next Steps
XII. Questions & Concluding Remarks

Topic: **Marin County MJHMP Kick-off Steering Team Meeting**
Time: **Oct 26, 2022 10:00 AM** Pacific Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/88065994372?pwd=N3ZkdnR0bmlhQVErSUZXQVBiZFF3QT09
Meeting ID: **880 6599 4372**
Passcode: **848288**

PO Box 143 Vacaville, CA 95696
(707) 685-2209 Preparative.org

2023 Marin County
Multi-Jurisdictional Hazard Mitigation Plan
Project Kickoff Meeting

Steering Committee Meeting Sign-In Sheet

October 26, 2022, from 10:00 am – 11:00 am

Join Zoom Meeting
https://us06web.zoom.us/j/88065994372?pwd=N3ZkdnR0bmlhQVErSUZXQVBiZFF3QT09
Meeting ID: **880 6599 4372**
Passcode: **848288**

1. 10:24:27 From Paul Bockrath : Paul Bockrath, Preparative Consulting
2. 10:24:29 From Kate, San Rafael : Kate Hagemann, city of san Rafael
3. 10:24:44 From Beb : Beb Skye, Marin County DPW
4. 10:24:45 From Hannah Lee : Hannah Lee, Senior Civil Engineer, Marin County Flood Control & Water Conservation District
5. 10:24:52 From Leslie Lacko : Leslie Lacko | Marin County CDA
6. 10:24:55 From Rich Simonitch : Rich Simonitch Town of Ross
7. 10:24:57 From Scott Schneider : Scott Schneider, Asst. Public Works Director, Town of San Anselmo
8. 10:25:00 From Woody Baker-Cohn / Marin OES : Woody Baker-Cohn / Assistant Emergency Manager / Marin OES
9. 10:25:02 From Kevin McGowan, Sausalito DPW : Kevin McGowan, public works director from City of Sausalito is present.
10. 10:25:03 From Felix Meneau : Felix Meneau, Marin County DPW/Water Resources
11. 10:25:03 From Victoria LaMar-Haas, Cal OES : Victoria LaMar-Haas, Cal OES Local Mitigation Planning
12. 10:25:04 From Joanna K : Joanna Kwok, Senior Civil Engineer, City of San Rafael
13. 10:25:05 From Chris Good - Corte Madera : Chris Good, Senior Civil Engineer, Town of Corte Madera Public Works
14. 10:25:08 From Loren Umbertis, Town of Fairfax : Loren Umbertis, Public Works Director, Town of Fairfax
15. 10:25:11 From Jennifer Blackman : Jennifer Blackman, General Manager, Bolinas Community Public Utility District
16. 10:25:21 From Richard Diaz SRFD/OES : Richard Diaz - Community Disaster Preparedness Coordinator - City of San Rafael
17. 10:25:24 From David Block - Preparative : David Block, Preparative Consulting
18. 10:25:29 From mlockaby : Mark Lockaby Building Official Town of Fairfax
19. 10:25:32 From MCFD Staging User ipad iOS 11.2.1 HP34 (3)Tiger : Scott Alber, MCFD

PO Box 143 Vacaville, CA 95696
(707) 685-2209 Preparative.org

2023 Marin County
Multi-Jurisdictional Hazard Mitigation Plan
Project Kickoff Meeting

20. 10:26:07 From Greg Pease - Las Gallias Valley Sanitary District : Greg Pease - Collection System/Maintenance/Safety Manager - Las Gallinas Valley Sanitary District
21. 10:45:22 From Chris Reilly : Chris Reilly, Emergency Services Manager, Marin County OES
22. 11:00:58 From Cory Bytof : Cory Bytof, City of San Rafael Sustainability
23. From David Dammuller, City of Novato Public Works
24. From Jared Peri, Cal OES Local Mitigation Planning

2023 Marin County
Multi-Jurisdictional Local Hazard Mitigation Plan
Hazard Meeting

Steering Committee Meeting Agenda

October 26, 2022, from 10:00 am – 11:00 am

I. Welcome and Introductions
II. Plan Overview – Steps and Timeline
III. Jurisdictional Points of Contact
IV. Jurisdictional Letter of Commitment
V. Identify Planning Team Members
VI. Hazard Identification and Risk Assessment
VII. Jurisdictional Profiles
VIII. Status of the Current Hazard Mitigation Projects
IX. Next Steps
X. Questions & Concluding Remarks

Topic: **Marin County MJHMP Steering Team Meeting**
Time: **November 9, 2022 10:00 AM** Pacific Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/83506781602?pwd=TThmN2d6NVNIVHdJRFBaQ0tzbHZlZz09
Meeting ID: **835 0678 1602**
Passcode: **747816**

One tap mobile
+16699006833,,83506781602#,,,,*747816# US (San Jose)
+14086380968,,83506781602#,,,,*747816# US (San Jose)

PO Box 143 Vacaville, CA 95696
(707) 685-2209 Preparative.org

Sign_n Sheet Marin Co. MJHMP Steering Committee Mtg 110922

10:02:55 From Paul Bockrath : Paul Bockrath, Preparative Consulting
10:03:14 From Tim Fuette (NMWD) : Tim Fuette, Senior Engineer, NMWD
10:03:15 From Loren Umbertis, Town of Fairfax : Loren Umbertis, Public Works Director, Town of Fairfax
10:03:17 From Leslie Lacko : Leslie Lacko | Marin County CDA
10:03:20 From Richard Diaz SRFD/OES : Richard Diaz, City of San Rafael
10:03:26 From Julia Elkin (she/her) | Marin County DPW : Julia Elkin, Marin County DPW
10:03:35 From Joanna K : Joanna Kwok, City of San Rafael, Senior Civil Engineer
10:03:38 From Jennifer Blackman : Jennifer Blackman, General Manager, Bolinas Community Public Utility District
10:03:45 From Dave Jeffries : David Jeffries, JPSC for City of Novato and Novato Fire District, Consultant
10:04:02 From Andrew Davidson : Andrew Davidson, City of Sausalito, Senior Engineer
10:04:08 From David -City of Novato : David Dammuller, Engineering Services Manager, City of Novato
10:04:19 From Greg Pease - Las Gallias Valley Sanitary District : Greg Pease, Collection System/Maintenance/Safety Manager, Las Gallinas Valley Sanitary District
10:04:27 From Eric Miller (NMWD) : Eric Miller, Assistant GM/Chief Engineer, North Marin Water District
10:04:54 From Richard Simonitch : Richard Simonitch, Public Works Director - Town of Ross
10:06:37 From Chris Reilly : Chris Reilly Marin OES
10:07:21 From Hannah Lee : Hannah Lee, Senior Civil Engineer, Marin County Flood Control & Water Conservation District
10:10:49 From Ahmed Aly Mill Valley : Ahmed Aly, Mill Valley Project Manager
10:13:01 From Felix Meneau : Felix Meneau, Capital Planning Project Manager - Marin County Flood Control & Water Conservation District
11:47:23 From Kevin McGowan, Sausalito DPW : Kevin McGowan, City of Sausalito
11:48:36 From Erica Freeman : Erica Freeman, Building Official Town of San Anselmo

2023 Marin County
Multi-Jurisdictional Local Hazard Mitigation Plan
Project Kickoff Meeting

Planning Team Meeting Agenda

December 6, 2022, from 10:00 am – 11:00 am

I. Welcome and Introductions
II. Hazard Mitigation and Emergency Management Overview
III. Plan Overview – Steps and Timeline
IV. Planning Process
V. Community Profiles
VI. Planning Goals and Objectives
VII. Hazard Identification and Risk Assessment
VIII. Status of the Current Hazard Mitigation Projects
IX. Identify New Hazard Mitigation Projects List
X. Planning Team
XI. Public Outreach
XII. Next Steps
XIII. Questions & Concluding Remarks

Topic: Marin County Hazard Mitigation Planning Team Kickoff Meeting
Time: Dec 6, 2022 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/89164164111?pwd=ZDlkSlRtZStqbzVrRUFyYnpzbHJQUT09

Meeting ID: 891 6416 4111
Passcode: 279805
One tap mobile
+14086380968,,89164164111#,,,,*279805# US (San Jose)
+16694449171,,89164164111#,,,,*279805# US

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(707) 685-2209 Preparative.org

MCM LHMP Planning Team Kickoff Meeting Sign In Sheet 120622

10:07:02 From Loren Umbertis, Town of Fairfax : Loren Umbertis, Public Works Director, Town of Fairfax
10:07:05 From Cory Bytof | City of San Rafael | he/him : Signing in: Cory Bytof, City of San Rafael, Sustainability Program
10:07:06 From Tim Fuette (NMWD) : Tim Fuette (NMWD)
10:07:17 From Woody Baker-Cohn / Marin OES : Woody Baker-Cohn / Asst EM / Marin OES/OEM
10:07:40 From Irene Borba - City of Belvedere : Irene Borba - Director of Planning & Building - City of Belvedere
10:07:40 From Richard Simonitch : Rich Simonitch, Town of Ross
10:07:44 From Dale McDonald : Dale McDonald / Las Gallinas Valley Sanitary District
10:07:47 From Richard Diaz : Signing in:
Richard Diaz
Office of Emergency Services
City of San Rafael
10:07:49 From Dave Jeffries : Dave Jeffries, City of Novato and Novato Fire District
10:07:56 From David Block : David Block, Preparative Consulting
10:08:04 From Kevin McGowan, Sausalito DPW : Signing in: Kevin McGowan, Public Works Director, City of Sausalito; kmcgowan@sausalito.gov
10:08:25 From Svetlana : Svetlana Smorodinsky, CA Department of Public Health
10:08:25 From Scott Schneider : Scott Schneider, Town of San Anselmo Public Works
10:08:33 From Eric Miller (NMWD) : Eric Miller, North Marin Water District
10:08:34 From Joanna Kwok : Joanna Kwok, City of San Rafael
10:08:38 From Erica Freeman, Building Official : Erica Freeman, Town of San Anselmo, Building Official
10:08:40 From RJ Suokko, Corte Madera : Signing in: RJ Suokko, Town of Corte Madera
10:08:42 From Tom Welch Mill Valley and SMFD Fire Department : Tom Welch - City of Mill Valley and Southern Marin Fire Protection District
10:08:42 From Jennifer Blackman : Jennifer Blackman, General Manager, Bolinas Community Public Utility District
10:08:48 From Stephen Marcotte : Stephen Marcotte - Bolinas Fire Protection District
10:08:48 From Patrick Kelly, City of Mill Valley : Patrick Kelly, Director of Planning & Building, City of Mill Valley
10:08:57 From David -City of Novato : David Dammuller, City of Novato
10:09:08 From Sam Bonifacio, Town of Tiburon : Samantha Bonifacio, Town of Tiburon (Assistant Planner)
10:09:17 From Ahmed Aly Mill Valley : Ahmed A Aly, P.E.
City of Mill Valley
Project Manager
415-384-4755
aaaly@cityofmillvalley.org

Twitter: @MillValleyDPW
10:09:39 From Laurie Nilsen : Laurie Nilsen, Emergency Services Coordinator, Belvedere and Tiburon -
10:24:05 From Tom Welch Mill Valley and SMFD Fire Department : Tom Welch Southern Marin Fire Protection District, Deputy Chief of Operations.
twelch@smfd.org.
11:16:40 From Cory Bytof | City of San Rafael | he/him : San Rafael City Schools
11:18:39 From Svetlana Smorodinsky CDPH : County of Marin Department of Health and Human Services

2023 Marin County
Multi-Jurisdictional Hazard Mitigation Plan

Planning Team Meeting Agenda

March 7, 2023, from 9:00 am – 11:00 am

Planning Team Project Overview (9:00 am – 9:50 am)
(REQUIRED for Planning Team/OPTIONAL for Steering Committee)

I. Welcome and Introductions
II. Hazard Mitigation and Emergency Management Overview
III. Plan Overview – Steps and Timeline
IV. Community Overview
V. Planning Process
VI. Planning Goals and Objectives
VII. Hazard Identification and Risk Assessment
VIII. Stakeholders and Planning Team Identification

Meeting Break (9:50 am – 10:00 am)

Planning Team Meeting (10:00 am – 11:00 am)
(REQUIRED for Planning Team AND Steering Committee)

IX. Public Outreach
X. Planning Goals and Objectives
XI. Hazard Risk Ranking Worksheets
XII. Jurisdictional Profiles
XIII. Jurisdictional/ District Capability Assessment
XIV. 2018 Hazard Mitigation Project Status Update
XV. Next Steps
XVI. Questions & Concluding Remarks

Join Zoom Meeting
https://us06web.zoom.us/j/85488557965?pwd=cklySmNna0pCK0hQVjBhMlA0MlUyQT09

Meeting ID: 854 8855 7965
Passcode: 979049

One tap mobile
+16699006833,,85488557965#,,,,*979049# US (San Jose)
+14086380968,,85488557965#,,,,*979049# US (San Jose)

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Marin County Multi-Jurisdictional Hazard Mitigation Plan
Planning Team Meeting 030723 Sign-In

Marin County MJHMP Planning Meeting 030723

1. 09:05:0 From Greg Pease : Greg Pease, LGVSD Collections System/Maintenance/Safety Manager
2. 09:06:19 From Woody Baker-Cohn : Woody Baker-Cohn / Marin OEM / Asst EM
3. 09:09:30 From Chris Reilly : Chris Reilly, Marin County Fire OEM
4. 09:09:32 From Scott Alber : Scott Alber, MCFD
5. 09:09:47 From Andy : Andrew Davidson, City of Sausalito
6. 09:10:01 From Sarah Finnigan - Cal : Sarah Finnigan, Cal OES
7. 09:11:13 From DANIEL RODRIGUEZ : DANIEL RODRIGUEZ, Security, Emergency Management Specialist Golden Gate Bridge, Highway & Transportation District
8. 09:14:13 From Daisy Allen, Mill Valley : Daisy Allen, City of Mill Valley Planning
9. 09:15:34 From hannah lee : Hannah Lee, County of Marin DPW and Marin County Flood Control & Water Conservation District
10. 09:16:55 From Steven Torrence - Marin County OEM : Steven Torrence, Director of Emergency Management, Office of Emergency Management
11. 09:18:11 From Marshall Nau : Marshall Nau, Fire Inspector, Southern Marin Fire District
12. 09:54:55 From Daisy Allen, Mill Valley
13. 09:55:01 From Victoria LaMar-Haas, Cal OES : Victoria LaMar-Haas, Program Manager, Cal OES Local Mitigation Planning
14. 10:02:38 From David -City of Novato : David Dammuller, Engineering Services Manager, City of Novato
15. 10:03:48 From Dave Jeffries : Dave Jeffries, City of Novato
16. 10:03:54 From Scott Schneider : Scott Schneider, Town of San Anselmo
17. 10:04:19 From Tim Fuette (NMWD) : Tim Fuette, NMWD
18. 10:04:22 From Laurie Nilsen : Laurie Nilsen, Town of Tiburon & City of Belvedere OES
19. 10:04:34 From Sam Bonifacio- Tiburon Planning : Sam Bonifacio, Town of Tiburon
20. 10:04:42 From Julia Elkin (she/her), Marin County DPW : Julia Elkin, Marin County DPW
21. 10:04:51 From Jennifer Blackman : Jennifer Blackman, Bolinas Community Public Utility District
22. 10:06:46 From Markus Lansdowne - Caltrans D4 : Markus Lansdowne - Caltrans District 4 Emergency Operations Coordinator
23. 10:13:46 From Patrice Chamberlain- CDPH Enviro & Occ Health Emergency Prep
24. 10:45:15 From Leslie Lacko: Leslie Lacko, CDA, Marin County
25. 10:48:21 From Svetlana Smorodinsky: CDPH Disaster Epidemiologist/ Environmental & Occupational Emergency Preparedness Team

Additional Meeting Attendees

26. Amber Davis: Marin County Public Health
27. Chris LeBaudour: Marin County EMS Authority
28. Danielle Jessup: Cal OES Dam Safety Planning Division
29. Eric Goldman: Marin Water District
30. Jennifer McGill:
31. Jesse Sanchez:
32. Julie Ekstrom: CA. Dept. of Water Resources
33. Loren Umberis: Fairfax Public Works
34. Quinn Gardner: San Rafael
35. Rich Simonitch:
36. Richard Diaz: San Rafael FD
37. RJ Suokko: Corte Madera
38. Ahmed Aly: Mill Valley
39. Laney Davidson: Marin County

2023 Marin County
Multi-Jurisdictional Hazard Mitigation Plan

Planning Team Meeting Agenda

April 4, 2023, from 10:00 am – 11:00 am

I. Welcome and Introductions
II. HMGP (DR-4683) Funding Timeline
III. Public Outreach
IV. Planning Goals and Objectives
V. Jurisdictional Hazard Vulnerability Maps
VI. Jurisdictional Profiles
VII. Jurisdictional/ District Capability Assessment
VIII. 2018 Hazard Mitigation Project Status Update
IX. Next Steps
X. Questions & Concluding Remarks

Topic: Marin County MJHMP Planning Team Meeting 040423
Time: Apr 4, 2023 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/89624264855?pwd=VTNGV1VtUzgyVHVvNUMxRm9QL0ZRdz09

Meeting ID: 896 2426 4855
Passcode: 283612
One tap mobile
+16694449171,,89624264855#,,,,*283612# US
+16699006833,,89624264855#,,,,*283612# US (San Jose)

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Marin County Multi-Jurisdictional Hazard Mitigation Plan
Planning Team Meeting 040423 Sign-In

Sign_in Sheet Marin County MJHMP Planning Meeting 040423

1. 10:01:52 From Paul Bockrath : Paul Bockrath, Preparative Consulting
2. 10:01:57 From Woody Baker-Cohn : Woody Baker-Cohn / Asst EM Marin OEM
3. 10:02:08 From Katherine Hagemann kate.hagemann@cityofsanrafael.org : kate Hagemann, city of san Rafael
4. 10:02:14 From Beb : Beb Skye, County of Marin
5. 10:02:16 From Loren Umbertis, Public Works Director : Loren Umbertis, Director of Public Works, town of Fairfax
6. 10:02:19 From Chris Good - Corte Madera : Chris Good - Town of Corte Madera/Sanitary District No. 2
7. 10:02:20 From Steven Torrence - Director Marin County OEM : Steven Torrence - OEM Director - County of Marin
8. 10:02:22 From Laurie Nilsen : Laurie Nilsen Belvedere and Tiburon Administrative and Emergency Services Coordinator
9. 10:02:23 From Jennifer Blackman : Jennifer Blackman, Bolinas Community Public Utility District
10. 10:02:31 From Kevin McGowan, Sausalito DPW : Kevin McGowan, City of Sausalito
11. 10:02:33 From Hannah Lee : Hannah Lee, Senior Civil Engineer, Marin County Department of Public Works and Flood Control & Marin County Water Conservation District
12. 10:02:34 From Sarah Finnigan - Cal OES : Sarah Finnigan, Cal OES, ESC
13. 10:02:39 From Jennifer McGill : Jennifer McGill, Sonoma-Marin Area Rail Transit District
14. 10:03:02 From Sam Bonifacio, Town of Tiburon : Sam Bonifacio, Assistant Planner with the Town of Tiburon
15. 10:03:53 From Marshall Nau : Marshall Nau- Southern Marin Fire District
16. 10:05:26 From Dale McDonald : Dale McDonald - LGVSD
17. 10:05:36 From Richard Simonitch : Richard Simonitch Town of Ross
18. 10:05:37 From Central Marin Fire : Matt Cobb - Central Marin Fire
19. 10:05:53 From Scott Alber : Scott Alber, MCFD
20. 10:06:24 From Erica Freeman : Erica Freeman, Town of San Anselmo
21. 10:06:40 From patrice : Patrice Chamberlain - CA Dept of Public Health, Enviro & Occupational Emergency Prep Team
22. 10:08:56 From Daisy Allen, City of Mill Valley : Daisy Allen, City of Mill Valley Planning
23. 10:09:23 From Leslie Lacko : Leslie Lacko, Marin County Community Development Agency
24. 10:10:14 From Quinn Gardner, San Rafael Dep Dir- Emergency Mgt (she/her) : Quinn Gardner, San Rafael

Additional Meeting Attendees

1. Amber Davis: Marin County Public Health
2. Ahmed Aly: Mill Valley
3. Daniel Rodriguez, Golden Gate Bridge, Highway & Transportation District
4. Manny Albano, San Rafael
5. Markus Lansdowne, Caltrans
6. Scott Schneider, San Anselmo

2023 Marin County
Multi-Jurisdictional Hazard Mitigation Plan

Steering Committee Meeting Agenda

May 31, 2023, from 10:00 am – 11:30 am

I. Welcome and Introductions
II. HMGP (DR-4683) Funding Timeline
III. Public Outreach Status
IV. Jurisdictional Hazard Vulnerability Maps
V. OEM Overview of Hazard Maps and Marin Maps
VI. Marin Co. MJHMP Risk Assessment Tool Overview
VII. 2018 Hazard Mitigation Project Status Update
VIII. Hazard Working Groups
IX. Next Steps
X. Questions & Concluding Remarks

Topic: Marin County MJHMP Steering Committee Meeting 053123
Time: May 31, 2023 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/88549237300?pwd=YjFzdXh2UW9mdDZEMkZiQlZiM0VaQT09

Meeting ID: 885 4923 7300
Passcode: 477919
One tap mobile
+16699006833,,88549237300#,,,,*477919# US (San Jose)
+14086380968,,88549237300#,,,,*477919# US (San Jose)

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Marin County Multi-Jurisdictional Hazard Mitigation Plan
Steering Committee Meeting 053123 Sign-In

Sign_in Sheet Marin County MJHMP Planning Meeting 053123

Marin County MJHMP Steering Committee Meeting Chat 053123

10:02:50 From Paul Bockrath to Everyone:
Paul Bockrath, Preparative Consulting
10:03:45 From Woody Baker-Cohn to Everyone:
Woody Baker-Cohn / Marin OEM
10:03:46 From Rich Simonitch to Everyone:
Rich Simonitch, Town of Ross
10:03:49 From Erica Freeman, Town of San Anselmo to Everyone:
Erica Freeman, Town of San Anselmo
10:03:52 From Loren Umbertis, Public Works Director to Everyone:
Loren Umbertis, Town of Fairfax
10:03:56 From Beb to Everyone:
Beb Skye - County of Marin
10:03:58 From Dave Jeffries to Everyone:
Dave Jeffries - for City of Novato
10:03:59 From Julia Elkin | Marin County DPW to Everyone:
Julia Elkin, MarinCounty
10:04:04 From David -City of Novato to Everyone:
David Dammuller, City of Novato
10:04:05 From Daisy Allen to Everyone:
Daisy Allen, City of Mill Valley
10:04:15 From Chris Reilly to Everyone:
Chris Reilly, Marin County OEM
10:04:17 From Marshall Nau to Everyone:
Marshall Nau - Southern Marin Fire Protection District
10:04:17 From Greg Pease - Las Gallinas Valley Sanitary District to Everyone:
Greg Pease - Las Gallinas Valley Sanitary District
10:04:48 From Tim Fuette (NMWD) to Everyone:
Tim Fuette -NMWD
10:04:56 From Eric Miller - NMWD to Everyone:
Eric Miller - NMWD
10:04:56 From Scott Schneider to Everyone:
Scott Schneider, Town of San Anselmo
10:05:11 From Katherine Hagemann kate.hagemann@cityofsanrafael.org to Everyone:
Kate Hagemann - City of San Rafael
10:05:19 From Steven Torrence - Director Marin County OEM to Everyone:
Quinn Gardner - San Rafael
10:05:23 From Chris Good - Corte Madera to Everyone:
Chris Good - Town of Corte Madera
10:05:39 From Steven Torrence - Director Marin County OEM to Everyone:
Steven Torrence and Hannah Tarling- Marin County
10:05:43 From Leslie Lacko (she/her) | Marin Co to Everyone:
Leslie Lacko, Marin County CDA
10:06:20 From David Block to Everyone:
David Block, Preparative Consulting
10:08:54 From Joanna Kwok to Everyone:
Joanna Kwok, San Rafael
10:24:34 From hannah lee to Everyone:
Hannah Lee, Senior Civil Engineer, County of Marin and Marin County Flood Control & Water Conservation District

2023 Marin County
Multi-Jurisdictional Hazard Mitigation Plan

Planning Team Meeting Agenda

June 27, 2023, from 10:00 am – 12:00 pm

I. Welcome and Introductions
II. HMGP (DR-4683) & BRIC Grant Funding Timeline
III. Public Outreach Status
IV. Jurisdictional Hazard Risk Assessment Tool
V. OEM Overview of Hazard Maps and Marin Maps
VI. Marin County Hazards over the Last 5-Years
VII. 2018 Hazard Mitigation Project Status Update
VIII. 2023 Hazard Mitigation Projects/Capital Improvement Projects
IX. Hazard Working Groups
X. Next Steps
XI. Questions & Concluding Remarks

Topic: Marin County MJHMP Planning Committee Meeting 062723
Time: Jun 27, 2023 10:00 AM Pacific Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/81005069903?pwd=eTM1N1dCSEtYdGNIYjcvT1cyL2U2Zz09

Meeting ID: 810 0506 9903
Passcode: 848497
One tap mobile
+16694449171,,81005069903#,,,,*848497# US
+16699006833,,81005069903#,,,,*848497# US (San Jose)

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Marin County Multi-Jurisdictional Hazard Mitigation Plan
Steering Committee Meeting 062723 Sign-In

Sign-In Sheet Marin County MJHMP Planning Meeting 062723

10:03:09 From Paul Bockrath to Everyone:
Paul Bockrath, Preparative Consulting
10:04:19 From Daisy Allen to Everyone:
Daisy Allen, Mill Valley Planning
10:04:20 From Woody Baker-Cohn to Everyone:
Woody Baker-Cohn / Marin OEM
10:04:21 From Rich Simonitch Town of Ross to Everyone:
Rich Simonitch, Town of Ross
10:04:23 From Loren Umbertis to Everyone:
Loren Umbertis, Town of Fairfax
10:04:25 From Kevin McGowan, Sausalito DPW to Everyone:
Kevin McGowan, City of Sausalito
10:04:29 From Tim Fuette (NMWD) to Everyone:
Tim Fuette, NMWD
10:04:31 From Julia Elkin | Marin County DPW to Everyone:
Julia Elkin, Marin County DPW
10:04:33 From Beb to Everyone:
Beb Skye, County of Marin
10:04:45 From Chris Good - Corte Madera to Everyone:
Chris Good - Corte Madera
10:04:54 From hannah lee to Everyone:
Hannah Lee, County of Marin Public Works and Marin County Flood Control & Water Conservation District
10:04:54 From brandon chapman to Everyone:
Brandon Chapman, Golden Gate Bridge, Highway, and Transit District
10:05:03 From David -City of Novato to Everyone:
David Dammuller, City of Novato
10:05:08 From Leslie Lacko (she/her) | Marin Co to Everyone:
Leslie Lacko
10:05:12 From Hannah Tarling, Marin OEM to Everyone:
Hannah Tarling, County of Marin
10:05:20 From Dale McDonald, LGVSD to Everyone:
Good morning from Las Gallinas
10:05:33 From Ezra Colman Central Marin Fire to Everyone:
Ezra Colman Central Marin Fire
10:05:49 From Scott Schneider to Everyone:
Scott Schneider, Town of San Anselmo
10:06:00 From Svet to Everyone:
Svetlana Smorodinsky CA Dept of Public Health
10:07:00 From Patrice Chamberlain | CDPH Environmental Emergency Prep to Everyone:
Patrice Chamberlain, CA Dept of Public Health
10:07:34 From Dale McDonald, LGVSD to Paul Bockrath(Direct Message):
Dale McDonald, Las Gallinas Valley Sanitary District
10:08:24 From Ruben Martin, Central Marin Fire Chief to Everyone:
Ruben Martin, Central Marin Fire

2023 Marin County
Multi-Jurisdictional Hazard Mitigation Plan

Planning Team Meeting Agenda

November 27, 2023, from 2:00 pm – 3:00 pm

I. Welcome and Introductions
II. Plan Overview – Steps and Timeline
III. Planning Process
IV. Hazard Identification
V. Jurisdictional and District Profiles
VI. Public Outreach Strategy
VII. Next Steps
VIII. Questions & Concluding Remarks

Topic: Marin County OA MJHMP Final Planning Meeting
Time: Nov 27, 2023, 02:00 PM Pacific Time (US and Canada)

https://us06web.zoom.us/j/89495636330?pwd=hCUbJ1LwrGAiWdlth8waxvhPLDHANz.1

Meeting ID: 894 9563 6330
Passcode: 571784

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(707) 685-2209 Preparative.org

Marin County Multi-Jurisdictional Hazard Mitigation Plan
Final Planning Team Meeting 112723 Sign-In

Marin County OA MJHMP Final Planning Team Meeting Sign-In Sheet

14:03:56 From Paul Bockrath To Everyone:

Paul Bockrath, Preparative Consulting

14:05:04 From Woody Baker-Cohn To Everyone:

Woody Baker-Cohn

14:05:08 From Katherine Hagemann kate.hagemann@cityofsanrafael.org To Everyone:

Kate Hagemann, City of San Rafael

14:05:09 From Quinn Gardner To Everyone:

quinn gardner, city of san rafael

14:05:10 From Loren Umbertis To Everyone:

Loren Umbertis, Public Works Director, Town of Fairfax

14:05:14 From Daisy Allen, City of Mill Valley To Everyone:

Daisy Allen, City of Mill Valley

14:05:18 From Dale McDonald, LGVSD To Everyone:

Dale McDonald, LGVSD

14:05:18 From Marshall Nau To Everyone:

Marshall Nau

14:05:19 From David -City of Novato To Everyone:

David Dammuller, City of Novato

14:05:21 From Jennifer Blackman To Everyone:

Jennifer Blackman, General Manager, Bolinas Community Public Utility District

14:05:22 From iPhone To Everyone:

Joanna Kwok, City of San Rafael

14:05:22 From Dave Jeffries To Everyone:

David Jeffries, JPSC for City of Novato and Novato Fire District

14:05:22 From RJ Suokko, Corte Madera To Everyone:

RJ Suokko, Corte Madera

14:05:22 From Sam Bonifacio To Everyone:

Marin County Multi-Jurisdictional Hazard Mitigation Plan
Final Planning Team Meeting 112723 Sign-In

Samantha Bonifacio, Town of Tiburon

14:05:24 From Beb To Everyone:

Beb Skyte County of Marin DPW

14:05:32 From Erica Freeman To Everyone:

Erica Freeman, San Anselmo

14:05:34 From Marshall Nau To Everyone:

Marshall Nau - Southern Marin Fire District

14:05:35 From Patrice Chamberlain | CA Dept of Public Health To Everyone:

hi all! Patrice Chamberlain, CA Dept of Public Health

14:05:47 From Kevin McGowan, Sausalito DPW To Everyone:

Kevin McGowan, Sausalito DPW

14:05:50 From max korten To Everyone:

Max Korten, Marin County Parks

14:05:53 From Richard Simonitch To Everyone:

Richard Simonitch, Town of Ross

14:06:01 From Tim Fuette (NMWD) To Everyone:

Tim Fuette, NMWD

14:06:03 From Svetlana To Everyone:

Svetlana Smorodinsky, CDPH

14:06:13 From Laney Davidson To Everyone:

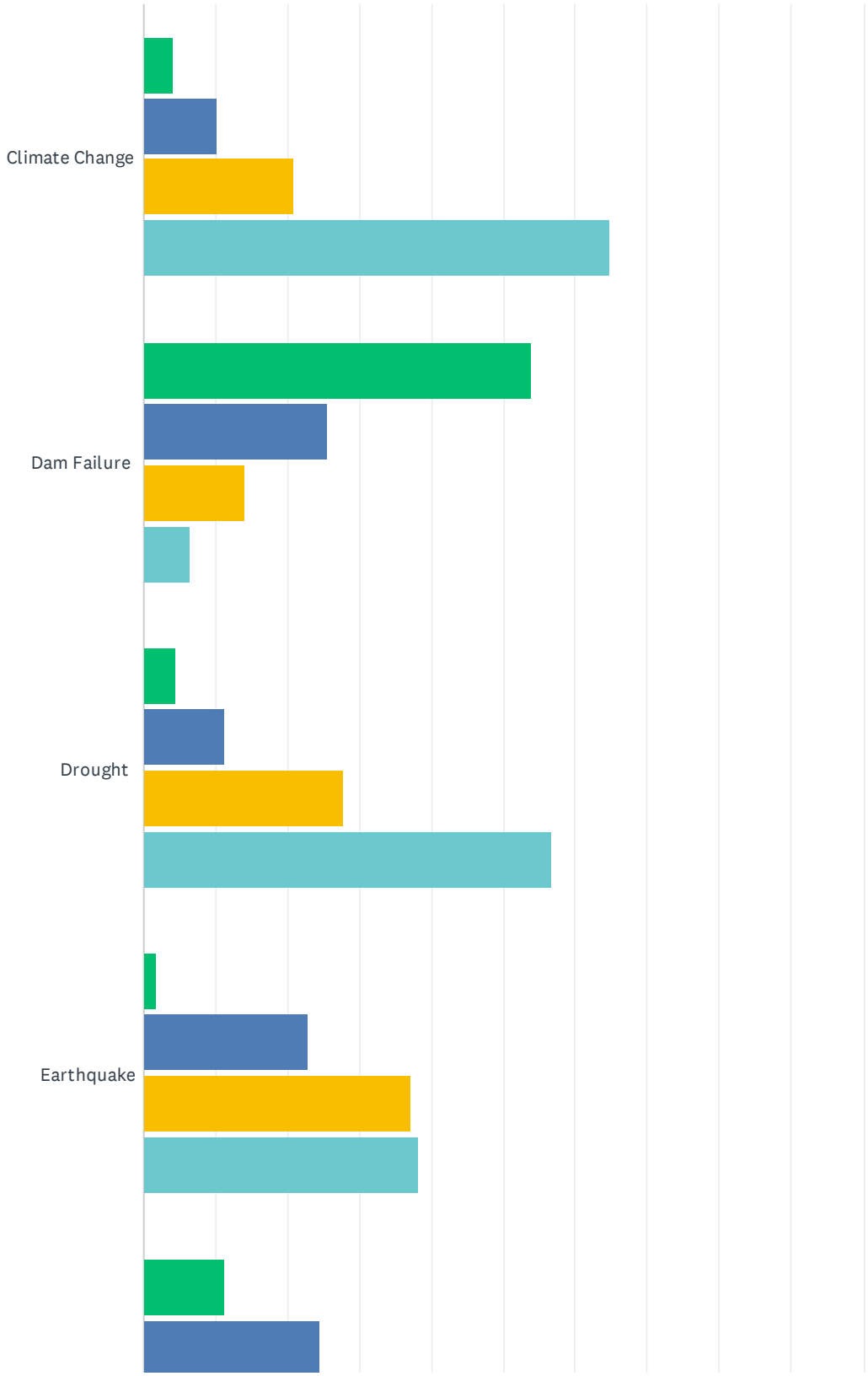
Laney Davidson, County of Marin Disability Access Manager

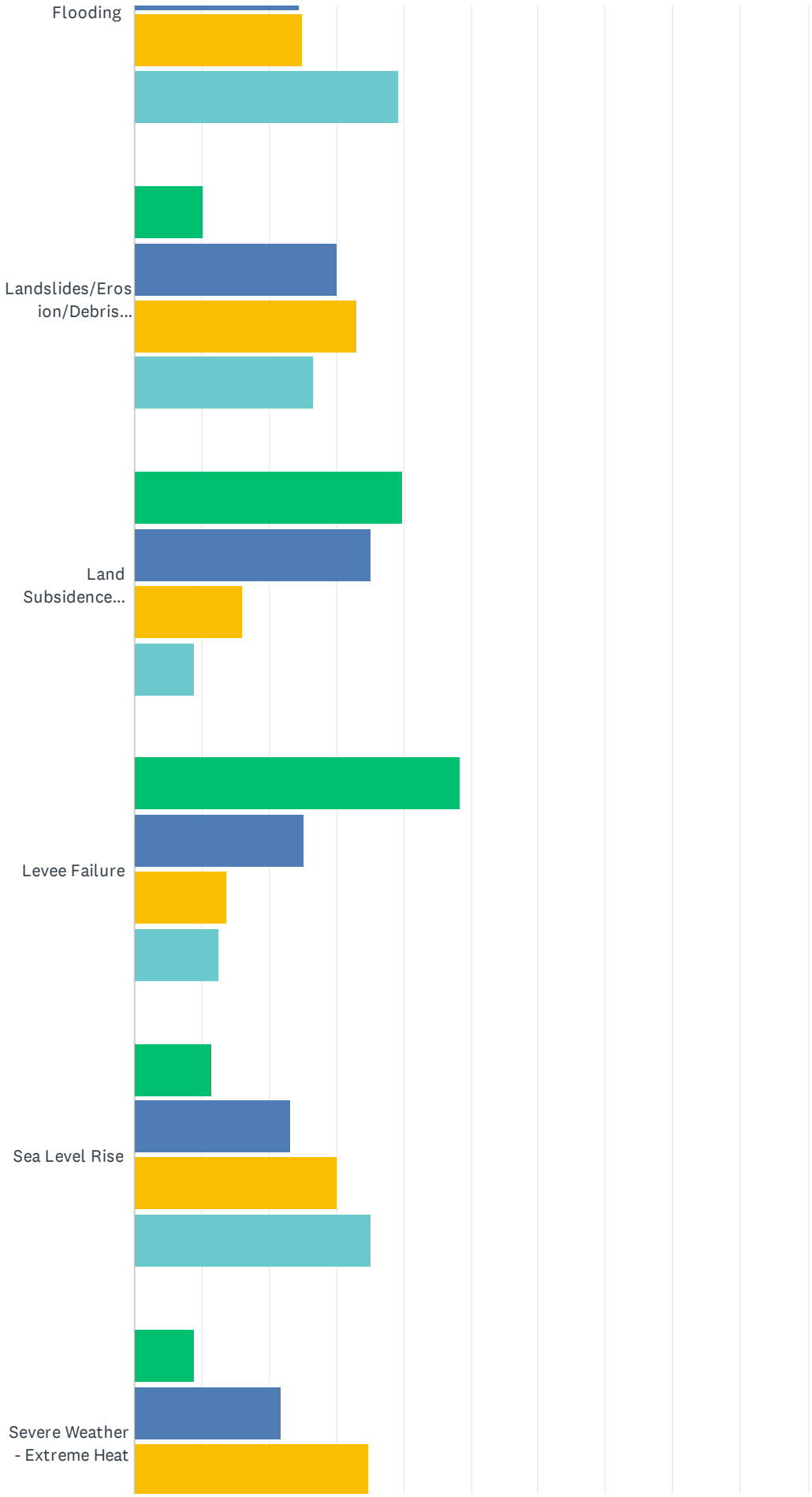
14:07:28 From Sarah Finnigan - Cal OES To Everyone:

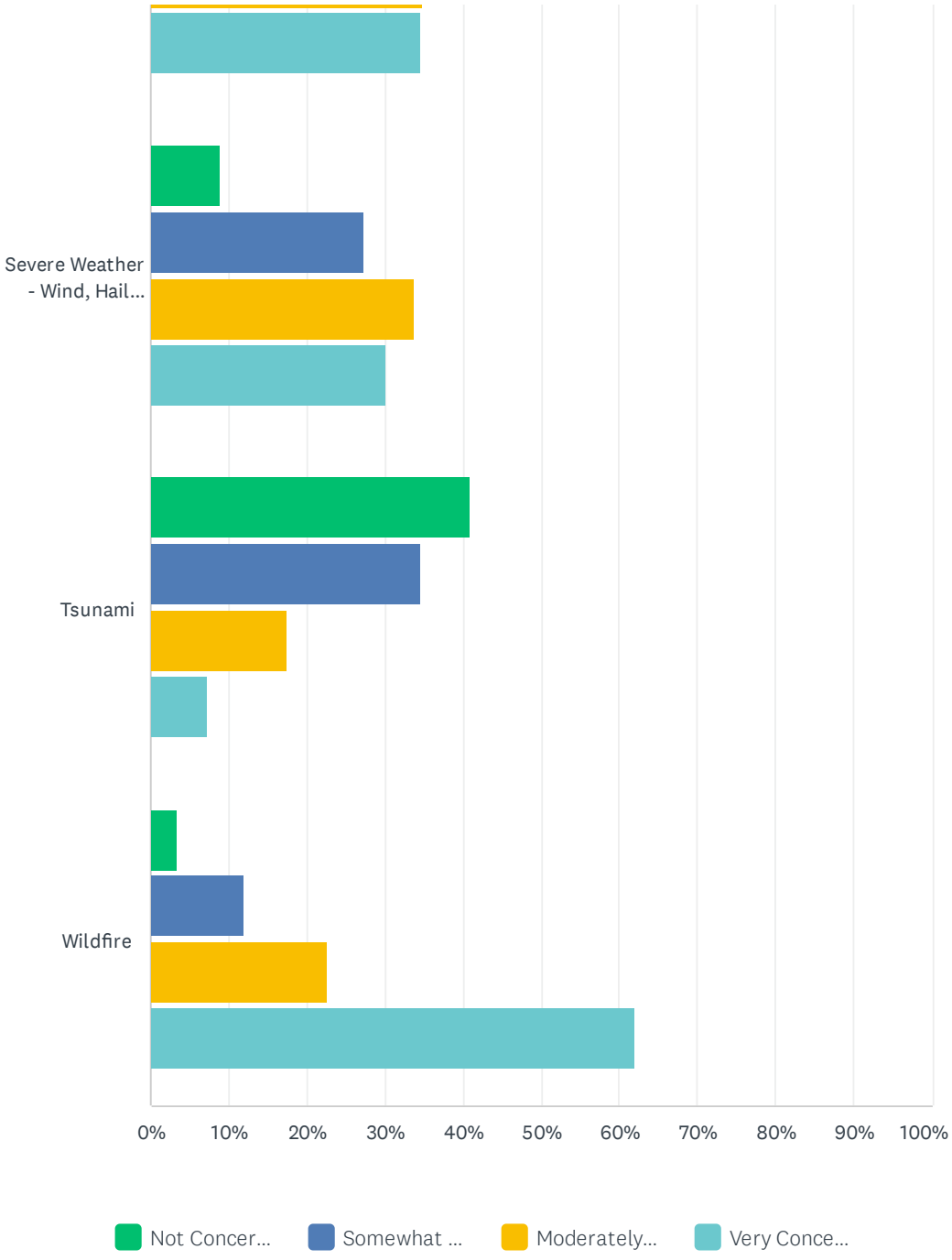
Sarah Finnigan, Cal OES

Q1 How concerned are you about the following Hazards in your community?

Answered: 293 Skipped: 0



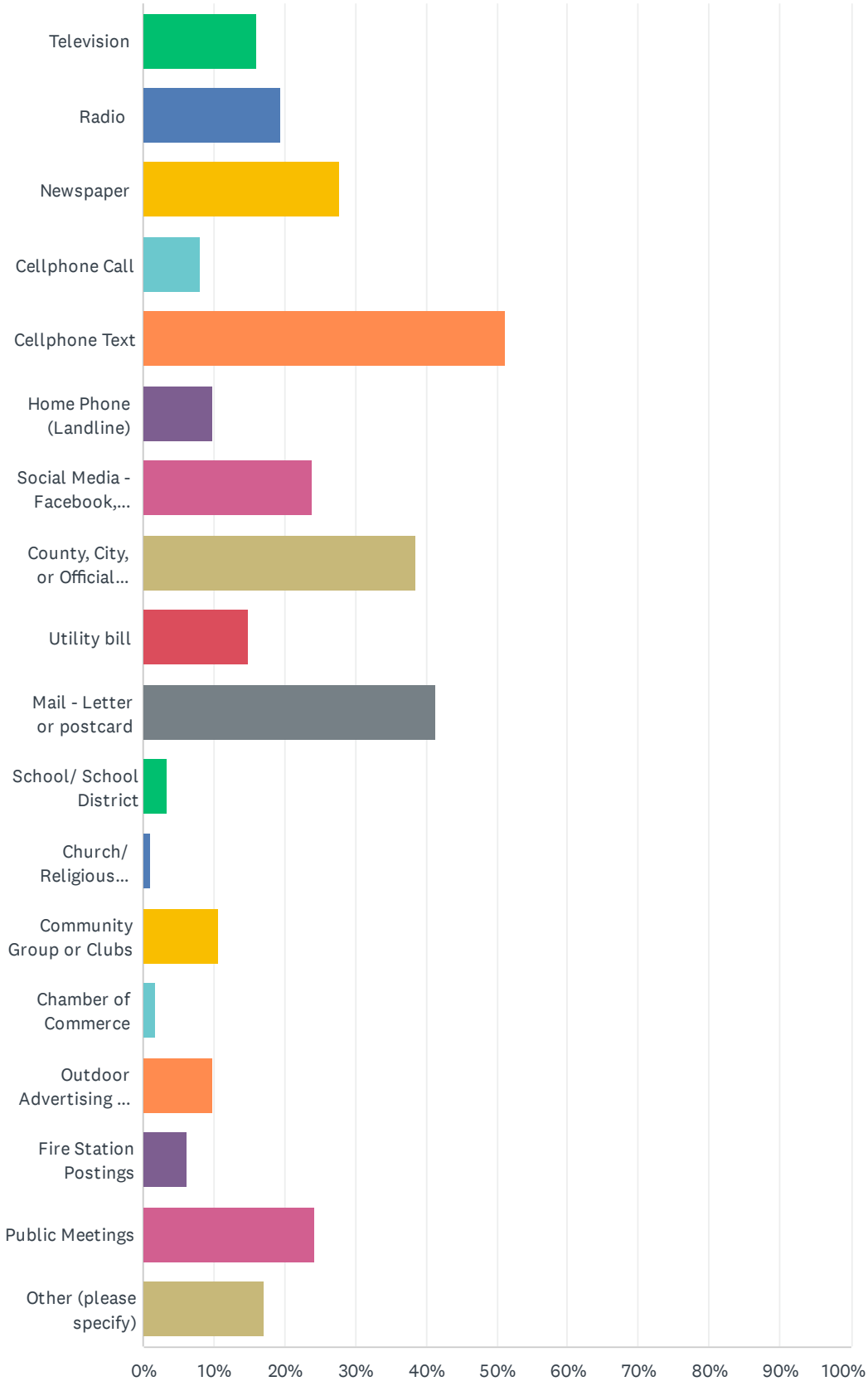

Flooding
Landslides/Erosion/Debris...
Land Subsidence...
Levee Failure
Sea Level Rise
Severe Weather - Extreme Heat


Severe Weather - Wind, Hail...
Tsunami
Wildfire
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
Not Concer...
Somewhat ...
Moderately...
Very Conce...

	NOT CONCERNED	SOMEWHAT CONCERNED	MODERATELY CONCERNED	VERY CONCERNED	TOTAL
Climate Change	4.10% 12	10.24% 30	20.82% 61	64.85% 190	293
Dam Failure	53.92% 158	25.60% 75	13.99% 41	6.48% 19	293
Drought	4.44% 13	11.26% 33	27.65% 81	56.66% 166	293
Earthquake	1.71% 5	22.87% 67	37.20% 109	38.23% 112	293
Flooding	11.26% 33	24.57% 72	24.91% 73	39.25% 115	293
Landslides/Erosion/Debris Flows	10.24% 30	30.03% 88	33.11% 97	26.62% 78	293
Land Subsidence (Sinkhole)	39.93% 117	35.15% 103	16.04% 47	8.87% 26	293
Levee Failure	48.46% 142	25.26% 74	13.65% 40	12.63% 37	293
Sea Level Rise	11.60% 34	23.21% 68	30.03% 88	35.15% 103	293
Severe Weather - Extreme Heat	8.87% 26	21.84% 64	34.81% 102	34.47% 101	293
Severe Weather - Wind, Hail, Lighting	8.87% 26	27.30% 80	33.79% 99	30.03% 88	293
Tsunami	40.96% 120	34.47% 101	17.41% 51	7.17% 21	293
Wildfire	3.41% 10	11.95% 35	22.53% 66	62.12% 182	293

Q2 What is the best way for you to receive information about how to make your home and the people in your home safer from natural disasters?

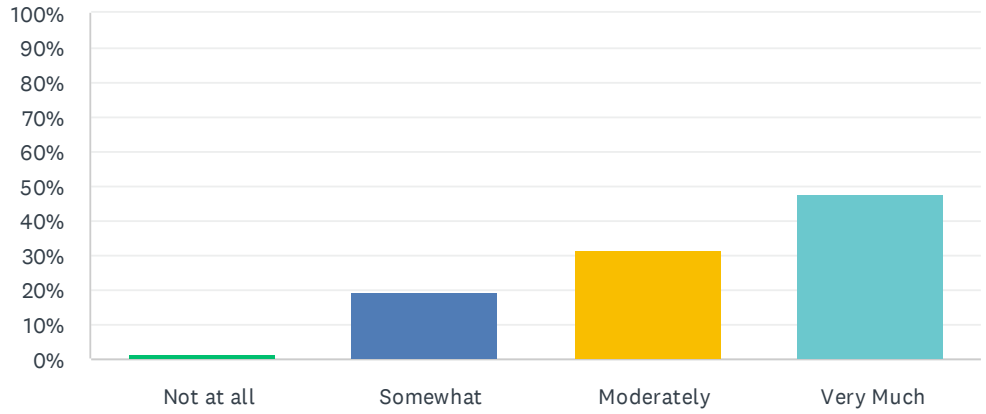
Answered: 293 Skipped: 0


Television
Radio
Newspaper
Cellphone Call
Cellphone Text
Home Phone (Landline)
Social Media - Facebook,...
County, City, or Official...
Utility bill
Mail - Letter or postcard
School/ School District
Church/ Religious...
Community Group or Clubs
Chamber of Commerce
Outdoor Advertising ...
Fire Station Postings
Public Meetings
Other (please specify)
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%

ANSWER CHOICES	RESPONSES	
Television	16.04%	47
Radio	19.45%	57
Newspaper	27.65%	81
Cellphone Call	8.19%	24
Cellphone Text	51.19%	150
Home Phone (Landline)	9.90%	29
Social Media - Facebook, Twitter, Nextdoor	23.89%	70
County, City, or Official Government website	38.57%	113
Utility bill	15.02%	44
Mail - Letter or postcard	41.30%	121
School/ School District	3.41%	10
Church/ Religious Institution	1.02%	3
Community Group or Clubs	10.58%	31
Chamber of Commerce	1.71%	5
Outdoor Advertising - Billboards, Sandwich Boards, Bulletin Boards	9.90%	29
Fire Station Postings	6.14%	18
Public Meetings	24.23%	71
Other (please specify)	17.06%	50
Total Respondents: 293		

Q3 How concerned are you that a natural disaster could threaten your home or place of residence?

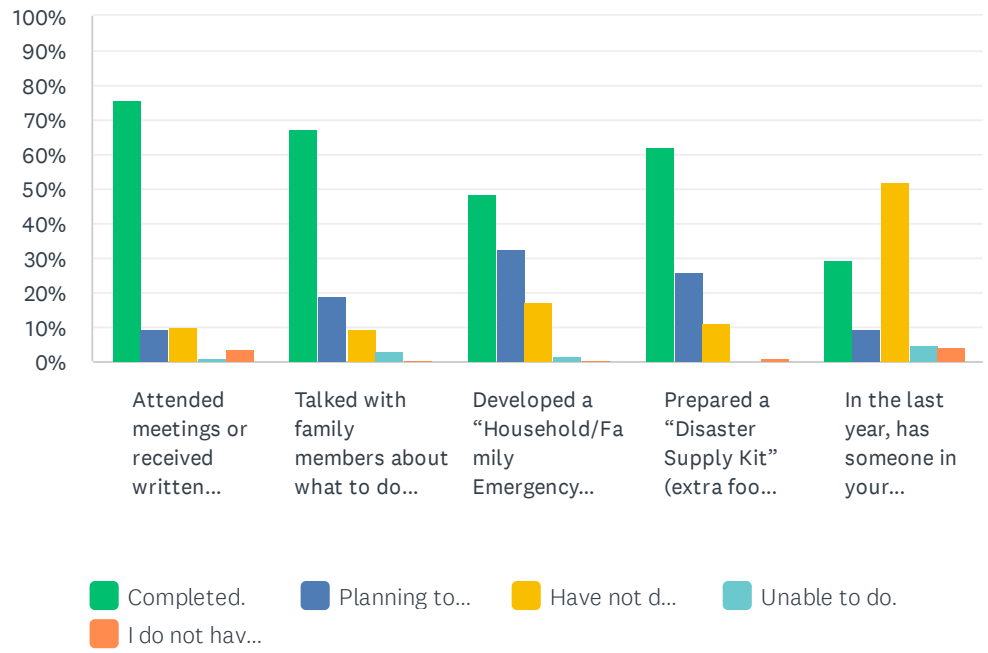
Answered: 293 Skipped: 0



ANSWER CHOICES	RESPONSES	
Not at all	1.37%	4
Somewhat	19.45%	57
Moderately	31.40%	92
Very Much	47.78%	140
TOTAL		293

Q4 In the following List, Please check those activities that you or someone in your household, Completed, Plan to do in the near future, Have not done, or are Unable to do. (Please check one answer per activity).

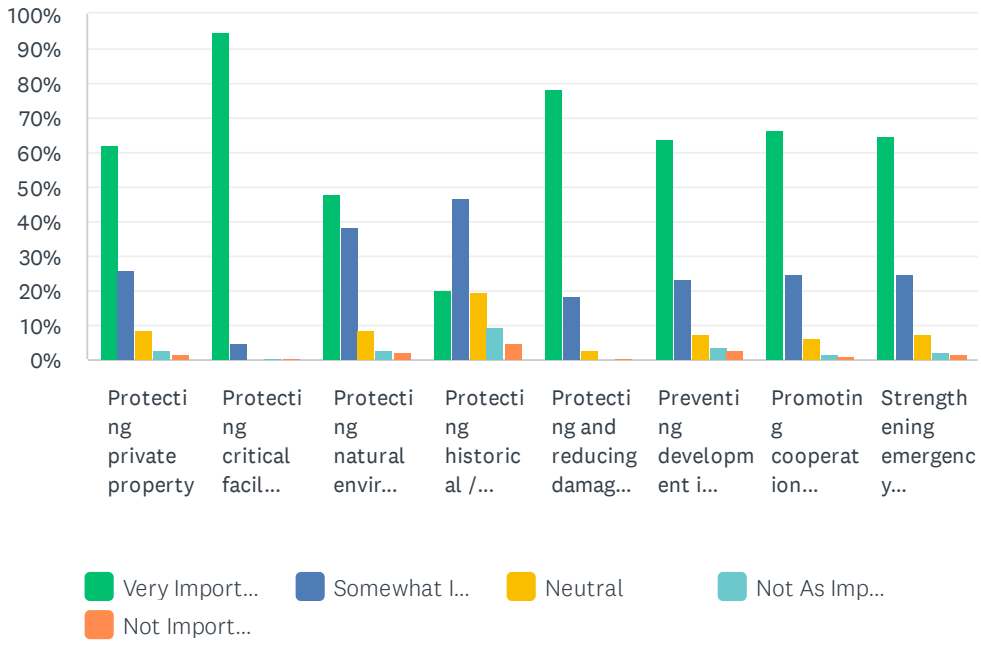
Answered: 293 Skipped: 0



	COMPLETED.	PLANNING TO DO.	HAVE NOT DONE.	UNABLE TO DO.	I DO NOT HAVE ENOUGH INFORMATION TO COMPLETE THIS TASK.	TOTAL	WEIGHTED AVERAGE
Attended meetings or received written information on natural disasters or emergency preparedness.	76.03% 222	9.59% 28	9.93% 29	1.03% 3	3.42% 10	292	1.46
Talked with family members about what to do in case of a disaster or emergency.	67.47% 195	19.03% 55	9.69% 28	3.11% 9	0.69% 2	289	1.51
Developed a "Household/Family Emergency Plan" in order to decide what everyone would do in the event of a disaster.	48.28% 140	32.76% 95	17.24% 50	1.38% 4	0.34% 1	290	1.73
Prepared a "Disaster Supply Kit" (extra food, water, batteries, medications, first aid, and other emergency supplies).	62.12% 182	25.94% 76	10.92% 32	0.00% 0	1.02% 3	293	1.52
In the last year, has someone in your household been trained in First Aid or Cardio-Pulmonary Resuscitation (CPR).	29.27% 84	9.41% 27	52.26% 150	4.88% 14	4.18% 12	287	2.45

Q5 Natural disasters can have a significant impact on a community, but planning for these events can help lessen the impact. The following statements will help us determine community priorities in planning for these hazards. Please tell us how important each one is to you?

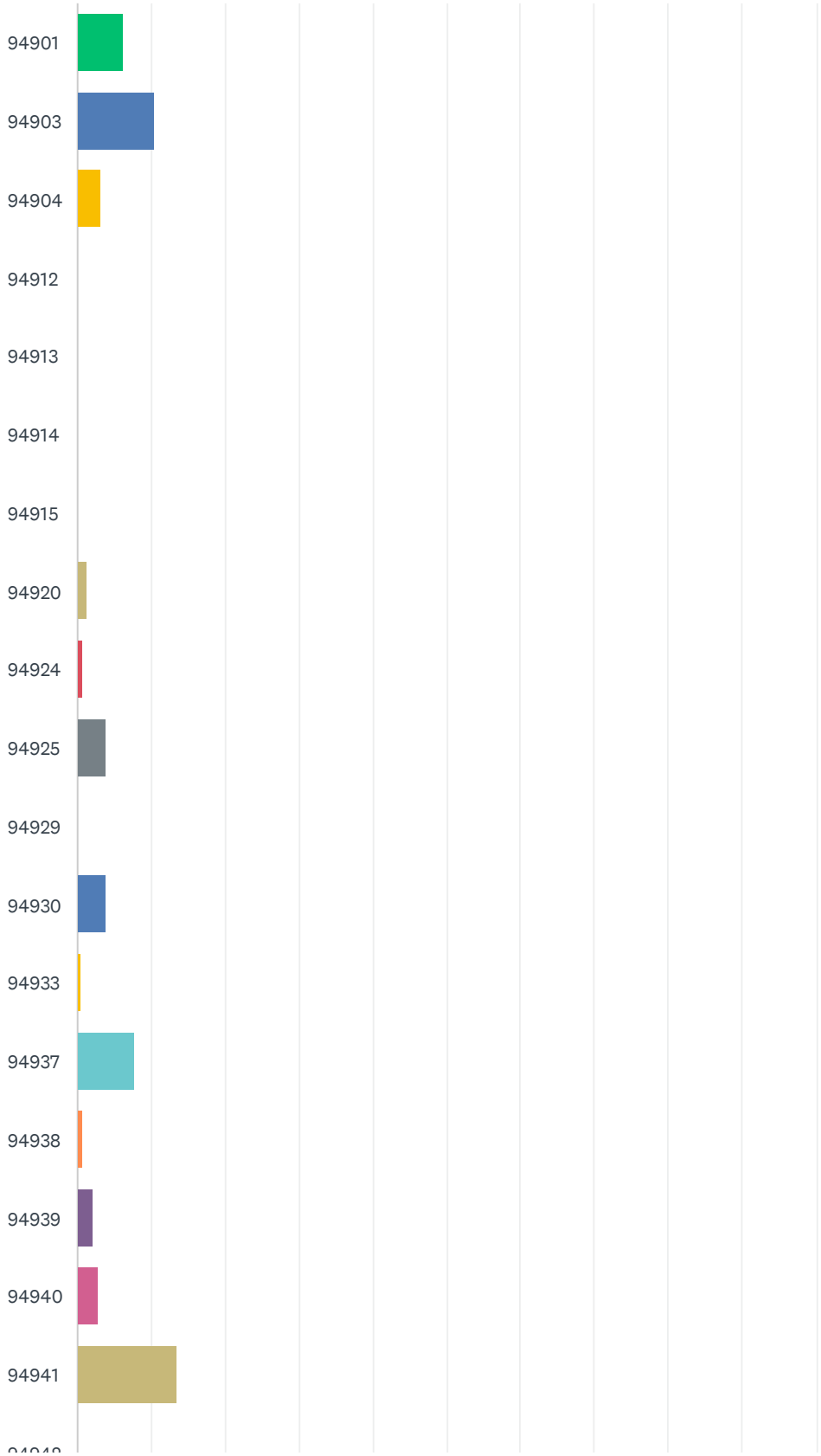
Answered: 293 Skipped: 0

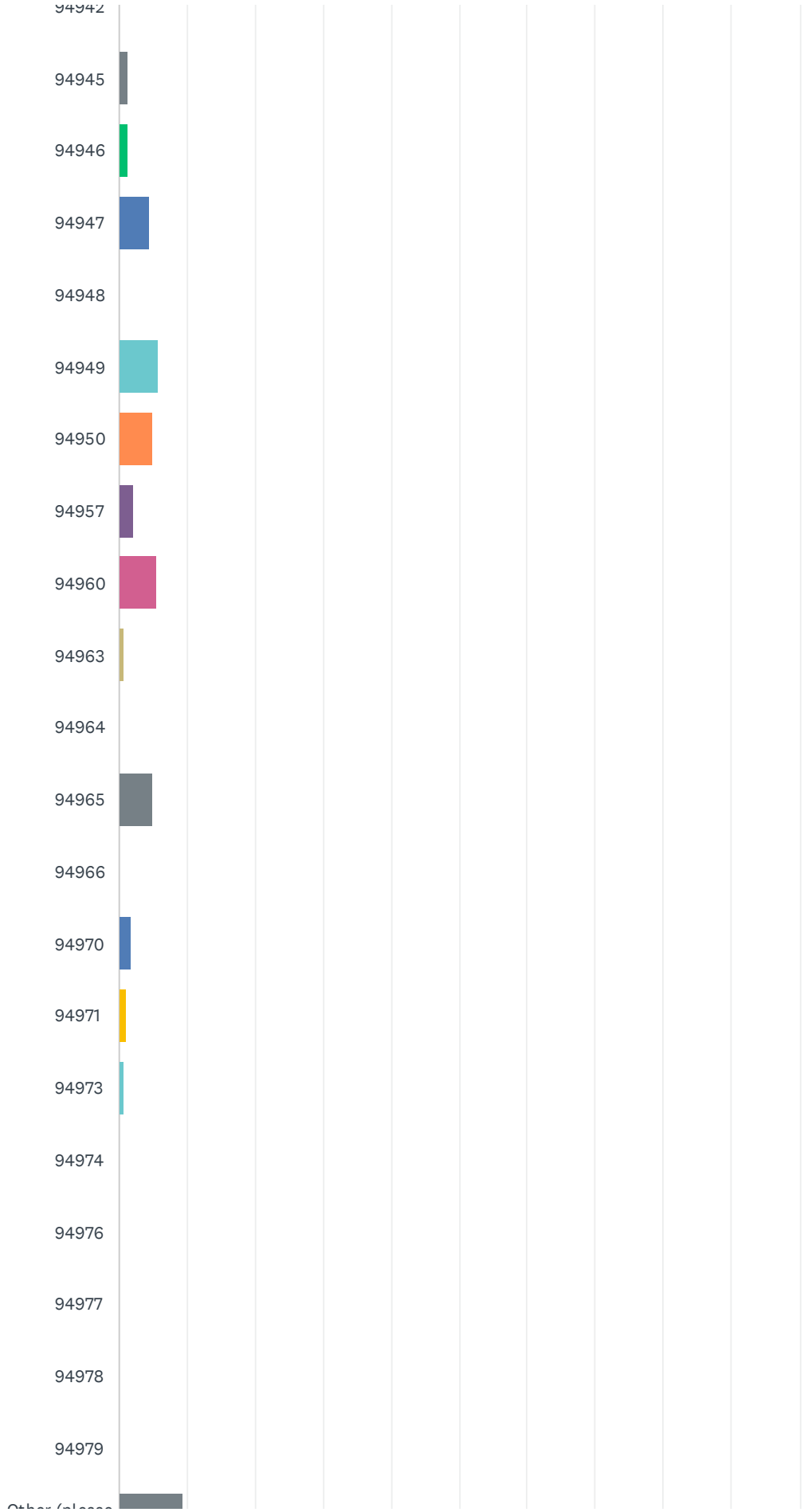


	VERY IMPORTANT	SOMEWHAT IMPORTANT	NEUTRAL	NOT AS IMPORTANT	NOT IMPORTANT	TOTAL	WEIGHTED AVERAGE
Protecting private property	61.94% 179	25.61% 74	8.30% 24	2.77% 8	1.38% 4	289	1.56
Protecting critical facilities (hospitals, transportation networks, fire stations)	94.54% 277	4.78% 14	0.00% 0	0.34% 1	0.34% 1	293	1.07
Protecting natural environment	48.12% 141	38.57% 113	8.53% 25	2.73% 8	2.05% 6	293	1.72
Protecting historical / cultural landmarks	20.00% 58	46.90% 136	19.31% 56	9.31% 27	4.48% 13	290	2.31
Protecting and reducing damage to utilities	78.35% 228	18.56% 54	2.75% 8	0.00% 0	0.34% 1	291	1.25
Preventing development in hazardous areas	63.57% 185	23.37% 68	7.22% 21	3.44% 10	2.41% 7	291	1.58
Promoting cooperation among public agencies, citizens, non-profit organizations and businesses	66.55% 195	24.57% 72	6.14% 18	1.71% 5	1.02% 3	293	1.46
Strengthening emergency services (police, fire, ambulance)	64.48% 187	24.48% 71	7.59% 22	2.07% 6	1.38% 4	290	1.51

Q6 Please provide your zip code

Answered: 290 Skipped: 3




94942
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94957
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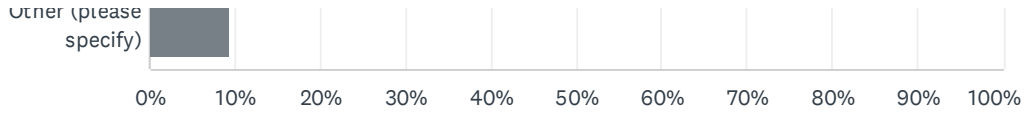

Other (please specify)
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%

ANSWER CHOICES	RESPONSES	
94901	6.21%	18
94903	10.34%	30
94904	3.10%	9
94912	0.00%	0
94913	0.00%	0
94914	0.00%	0
94915	0.00%	0
94920	1.38%	4
94924	0.69%	2
94925	3.79%	11
94929	0.00%	0
94930	3.79%	11
94933	0.34%	1
94937	7.59%	22
94938	0.69%	2
94939	2.07%	6
94940	2.76%	8
94941	13.45%	39
94942	0.00%	0
94945	1.38%	4
94946	1.38%	4
94947	4.48%	13
94948	0.00%	0
94949	5.86%	17
94950	4.83%	14
94957	2.07%	6
94960	5.52%	16
94963	0.69%	2
94964	0.00%	0
94965	4.83%	14
94966	0.00%	0
94970	1.72%	5

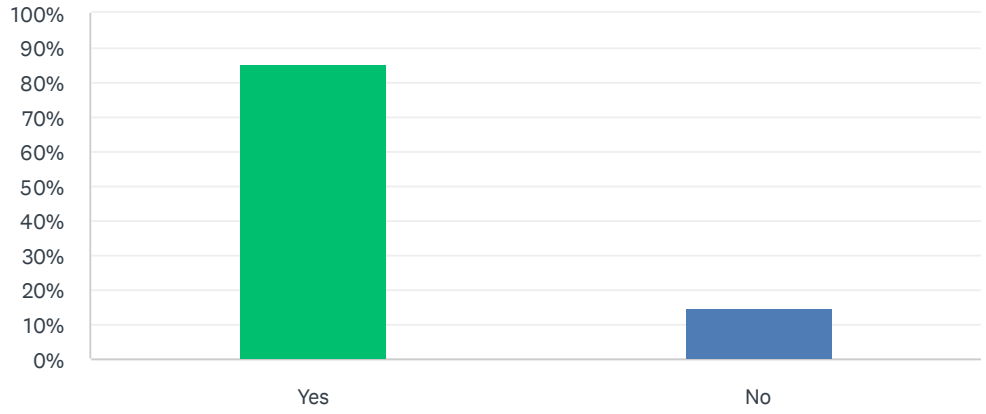
94971	1.03%	3
94973	0.69%	2
94974	0.00%	0
94976	0.00%	0
94977	0.00%	0
94978	0.00%	0
94979	0.00%	0
Other (please specify)	9.31%	27
TOTAL		290

Q7 Your City, Town, or Community Name

Answered: 290 Skipped: 3

Q8 Do you live within the limits of the specific City or Town listed in question #7?

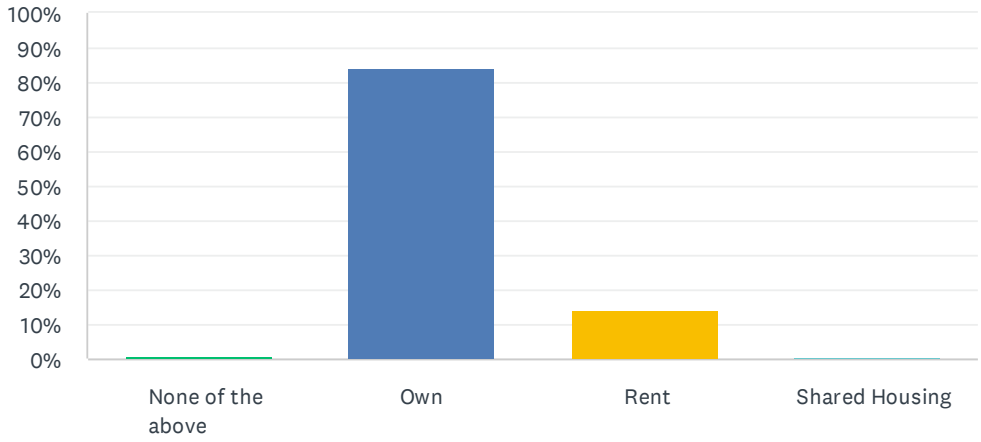
Answered: 287 Skipped: 6



ANSWER CHOICES	RESPONSES	
Yes	85.37%	245
No	14.63%	42
TOTAL		287

Q9 Do you own, rent or share a home?

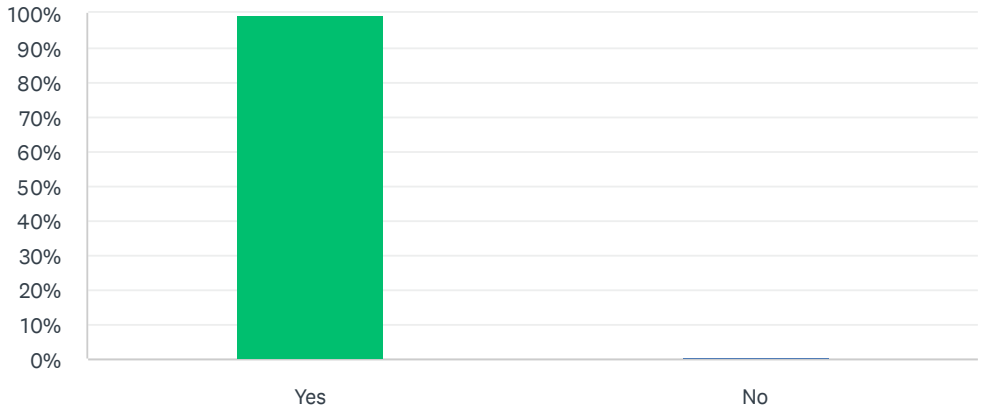
Answered: 290 Skipped: 3



ANSWER CHOICES	RESPONSES	
None of the above	1.03%	3
Own	84.14%	244
Rent	14.14%	41
Shared Housing	0.69%	2
TOTAL		290

Q10 Do you have internet access at your home?

Answered: 292 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	99.66%	291
No	0.34%	1
TOTAL		292

Public Outreach Survey Spanish

Encuesta del Plan Local de Mitigación de Riesgos Multi-Jurisdiccional del Condado de Marin en Español

1. ¿Qué tan preocupado está por los siguientes peligros en su comunidad?

	No preocupado	Algo preocupado	Moderadamente preocupado	Muy preocupado
Cambio climático	◯	◯	◯	◯
Falla de la presa	◯	◯	◯	◯
Sequía	◯	◯	◯	◯
Terremoto	◯	◯	◯	◯
Inundación	◯	◯	◯	◯
Deslizamientos de tierra/flujos de escombros	◯	◯	◯	◯
Falla del dique	◯	◯	◯	◯
Aumento del nivel del mar	◯	◯	◯	◯
Clima severo - Calor extremo	◯	◯	◯	◯
Clima severo - viento, granizo, iluminación	◯	◯	◯	◯
Hundimiento de la tierra (sumidero)	◯	◯	◯	◯
Tsunami	◯	◯	◯	◯
Wildfire (Fuego)	◯	◯	◯	◯

2. ¿Cuál es la mejor manera de recibir información sobre cómo hacer que su hogar y las personas en su hogar estén más seguros de los desastres naturales?

- [ ] Televisión
- [ ] Radio
- [ ] periódico
- [ ] Llamada de teléfono celular
- [ ] Aumento del nivel del mar
- [ ] Teléfono residencial (fijo)
- [ ] Redes sociales - Facebook, Twitter, Nextdoor
- [ ] Sitio web del condado, la ciudad o el gobierno oficial
- [ ] Factura
- [ ] Correo - Carta o postal
- [ ] Escuela / Distrito Escolar
- [ ] Iglesia / Institución religiosa
- [ ] Grupo comunitario o clubes
- [ ] Cámara de Comercio
- [ ] Publicidad exterior - vallas publicitarias, tableros de sándwiches, tablones de anuncios
- [ ] Publicaciones en la estación de bomberos
- [ ] Reuniones públicas
- [ ] Otro (especifíquese)

3. ¿Qué tan preocupado está de que un desastre natural pueda amenazar su hogar o lugar de residencia?

- ◯ De nada
- ◯ Algo
- ◯ Moderadamente
- ◯ Mucho

4. En la siguiente lista, verifique aquellas actividades que usted o alguien en su hogar, Completado, planea hacer en el futuro cercano, no ha hecho o no puede hacer. (Marque una respuesta por actividad).

	Completado	Plan para hacer	No hecho	No se puede hacer	No tengo suficiente información para completar esta tarea.
Asistió a reuniones o recibió información escrita sobre desastres naturales o preparación para emergencias.	○	○	○	○	○
Habló con los miembros de la familia sobre qué hacer en caso de un desastre o emergencia.	○	○	○	○	○
Desarrolló un "Plan de Emergencia para el Hogar / Familia" para decidir qué harían todos en caso de un desastre.	○	○	○	○	○
Preparó un "Kit de suministros para desastres" (alimentos adicionales, agua, baterías, medicamentos, primeros auxilios y otros suministros de emergencia).	○	○	○	○	○
En el último año, ¿alguien en su hogar ha recibido capacitación en primeros auxilios o reanimación cardiopulmonar (RCP)?	○	○	○	○	○

5. Los desastres naturales pueden tener un impacto significativo en una comunidad, pero la planificación de estos eventos puede ayudar a disminuir el impacto. Las siguientes declaraciones nos ayudarán a determinar las prioridades de la comunidad en la planificación de estos peligros. Por favor, díganos qué tan importante es cada uno para usted.

	Muy importante	Algo importante	Neutral	No es tan importante	No es importante
Protección de la propiedad privada	○	○	○	○	○
Protección de instalaciones críticas (hospitales, redes de transporte, estaciones de bomberos)	○	○	○	○	○
Protección del medio ambiente natural	○	○	○	○	○
Protección de monumentos históricos / culturales	○	○	○	○	○
Protección y reducción de daños a los servicios públicos	○	○	○	○	○
Prevención del desarrollo en zonas peligrosas	○	○	○	○	○
Promover la cooperación entre organismos públicos, ciudadanos, organizaciones sin ánimo de lucro y empresas	○	○	○	○	○
Fortalecimiento de los servicios de emergencia (policía, bomberos, ambulancia)	○	○	○	○	○

6. Por favor, proporcione su código postal

- ◯ 94901
- ◯ 94903
- ◯ 94904
- ◯ 94912
- ◯ 94913
- ◯ 94914
- ◯ 94915
- ◯ 94920
- ◯ 94924
- ◯ 94925
- ◯ 94929
- ◯ 94930
- ◯ 94933
- ◯ 94937
- ◯ 94938
- ◯ 94939
- ◯ 94940
- ◯ 94941
- ◯ 94942
- ◯ 94945
- ◯ 94946
- ◯ 94947
- ◯ 94948
- ◯ 94949
- ◯ 94950
- ◯ 94957
- ◯ 94960
- ◯ 94963
- ◯ 94964
- ◯ 94965
- ◯ 94966
- ◯ 94970
- ◯ 94971
- ◯ 94973
- ◯ 94974
- ◯ 94976
- ◯ 94977
- ◯ 94978
- ◯ 94979
- ◯ Otro (especifíquese)

7. El nombre de tu ciudad, pueblo o comunidad

8. \¿Vive dentro de los límites de la ciudad o pueblo específico mencionado en la pregunta # 7?

- ◯ Sí
- ◯ No

9. ¿Es propietario, alquila o comparte una casa?

- ◯ Poseer
- ◯ Alquilar
- ◯ Vivienda compartida

10. ¿Tienes acceso a Internet en tu casa?

- ◯ Sí
- ◯ No

Si tiene alguna pregunta sobre esta encuesta, envíe un correo electrónico a Mitigation@MarinCounty.org

11. Town of San Anselmo Community Profile

EST. 1907

TOWN OF
SAN ANSELMO

Marin County Multi-Jurisdictional Hazard Mitigation Plan 2023



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ACKNOWLEDGEMENTS

The Town of San Anselmo and Preparative Consulting would like to thank those collaborators and partners who participated in the planning and development of this document.

The official Marin County Operational Area (OA) Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) Steering Committee provided the oversight and dedication to this project that was required and without their commitment; this project would not be possible.

As with any working plan, this document represents planning strategies and guidance as understood as of the date of this plan's release. This plan identifies natural hazards and risks and identifies the hazard mitigation strategy to reduce vulnerability and make the communities of the Town of San Anselmo more disaster resistant and sustainable.

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SECTION 1.0: INTRODUCTION

1.1 INTRODUCTION

The Town of San Anselmo Community Profile has been prepared in conjunction with the Marin County Operational Area (OA) Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), establishing an inter-jurisdictional process for the development and implementation of effective hazard mitigation strategies in association with identified hazards that pose real or potential threats to the Town of San Anselmo.

1.2 PLANNING PROCESS

The majority of the Marin County Operational Area (OA) is unincorporated sparsely populated rural and protected lands. Most of the 262,000 county population, both incorporated and unincorporated, is concentrated in the Eastern portion of the county. There are a total of 11 incorporated jurisdictions within Marin County. The Marin County OA MJHMP Steering Committee and broader Planning Team approached the development of the Marin County OA MJHMP and the associated jurisdictional and district profiles from a coordinated and collaborative planning and public engagement unity of effort.

The Steering Committee felt a unified effort, led by the County Office of Emergency Management (OEM), would be the most effective approach for this planning process. This approach allowed the small jurisdictions and districts with limited staffing and resources to take advantage of the combined efforts of the County and other jurisdictions to reach a broader segment of each of their own populations and do so in a way to ensure greater equity and inclusion of the public in this planning process. Extensive and coordinated public outreach was done involving all participating jurisdictions and districts with an eye towards equity, inclusion, openness, accessibility, and ensuring they meet the population where they live, work, or recreate to provide the public convenience of access and ease of participation in this planning process.

The Marin County OA is very different from most California Counties in that the populated portion of the County where the jurisdictions and district's planning areas are located has the same climate, similar topography, and are exposed to many of the same hazards. Only three jurisdictions, Larkspur, Ross, and San Anselmo, are not coastal jurisdictions and are not impacted by Tsunami or Sea Level Rise.

This unity of effort approach allowed the Steering Committee to establish a more robust Planning Team representing local, countywide, regional, state, and federal stakeholders servicing the Marin County OA planning area. These stakeholders were in a unique position to provide informed and specific information and recommendations on hazard mitigation goals and actions, as well as population needs and social vulnerability for each of the jurisdictional and district planning areas. This united effort allowed the planning team to attend fewer meetings than they would have been required to attend if they were required to attend separate meetings for each participating jurisdiction and district. The reduced number of meetings allowed the planning team the opportunity and time to provide more detailed and thoughtful contributions to the planning effort.

In addition to providing representation on the coordinated Marin County OA MJHMP Steering Committee, the Town of San Anselmo involved additional internal planning team to support the broader planning process. The Town of San Anselmo jurisdictional representatives for the

coordinated Marin County OA MJHMPs Steering Committee and the Planning Team Members are represented below.

1.2.1 Steering Committee Members (Jurisdictional Representatives)

Primary Point of Contact
Sean Condry, Director of Public Works
Telephone: (415) 258-4676
E-mail address:
scondry@townofsananselmo.org

Alternate Point of Contact
Erica Freeman, Building Official
Telephone: (415) 523-4984
E-mail address:
efreeman@townofsananselmo.org

This annex was developed by the primary point of contact with assistance from the members of the local mitigation planning team listed in Table 1 and Table 2.

Table 1: Local Hazard Mitigation Planning Team Members

Jurisdiction	Name	Title/ Department	Phone	Email
San Anselmo	Sean Condry	Public Works & Building Director	415-258-4676	scondry@townofsananselmo.org
San Anselmo	Erica Freeman	Building Official	415-523-4984	efreeman@townofsananselmo.org
San Anselmo	Scott Schneider	Asst. PW Director	415-258-4653	sschneider@townofsananselmo.org
Central Marin Fire District	Matt Cobb	Battalion Chief/Fire	415-927-5077	ecolman@centralmarinfire.org
Central Marin Fire District	Ezra Colman	Battalion Chief/Fire	415-927-5077	rmartin@centralmarinfire.org

Table 249: Local Hazard Mitigation Planning Team Members

This 2023 Marin County Operational Area (OA) MJHMP is a comprehensive update of the 2018 Marin County OA MJHMP. The planning area and participating jurisdictions and organizations were defined to consist of unincorporated County of Marin, five special districts, and the eleven incorporated jurisdictions to include the Town of San Anselmo. All participating jurisdictions are within the geographical boundary of the Marin County OA and have jurisdictional authority within this planning area.

The Steering Committee led the planning process based on the contribution and input from the whole community stakeholders who identified the community's concerns, values, and priorities. The Steering Committee met and reviewed the mitigation recommendations and strategies identified within this plan. Each participating local jurisdiction established a mechanism for the development and implementation of jurisdictional mitigation projects, as identified within this plan and associated locally specific supporting documents. As deemed necessary and appropriate, participating jurisdictions will organize local mitigation groups to facilitate and administer internal activities.

The Steering Committee assisted with the planning process in the following ways:

- Attending and participating in the Steering Committee meetings.

- Identification of potential mitigation actions.
- Updating the status of mitigation actions from the 2018 Marin County OA MJHMP.
- Collecting and providing other requested data (as available).
- Making decisions on plan process and content.
- Reviewing and providing comments on plan drafts; including annexes.
- Informing the public, local officials, and other interested stakeholders about the planning process and providing opportunity for them to be involved and provide comment.
- Coordinating, and participating in the public input process.
- Coordinating the formal adoption of the plan by the governing boards.

1.2.2 Steering Committee Planning Process

The Steering Committee met monthly to develop the plan. Email notifications were sent out to each Steering Committee member to solicit their participation in the Steering Committee meetings. The meetings were conducted using a Zoom platform videoconferencing. Meeting attendees signed in using the chat feature to record their attendance.

The Steering Committee agreed to make and pass plan-based general policy recommendations by a vote of a simple majority of those members present. The Steering Committee will also seek input on future hazard mitigation programs and strategies from the mitigation planning team by focusing on the following:

- Identify new hazard mitigation strategies to be pursued on a state and regional basis and review the progress and implementation of those programs already identified.
- Review the progress of the Hazard Mitigation program and bring forth community input on new strategies.
- Coordinate with and support the efforts of the Marin County OEM to promote and identify resources and grant money for implementation of recommended hazard mitigation Strategies within local jurisdictions and participating public agencies.

During the planning process, the Steering Committee communicated through videoconferencing, face-to-face meetings, email, telephone conversations, and through the County website. The County website included information for all stakeholders on the MJHMP update process. Hannah Tarling of the Marin County OEM and Preparative Consulting established a Microsoft 365 SharePoint folder which allowed the Steering Committee members and Marin OEM and Preparative Consulting to share planning documents and provide a format for the planning partners to submit completed documents and access other planning related documents and forms. Draft documents were also posted on this platform and the Marin County OEM website so that the Steering Committee members and the public could easily access and review them.

1.2.3 Coordination with Stakeholders and Agencies

Opportunities for involvement in the planning process must be provided to neighboring communities, local and regional agencies involved in hazard mitigation, agencies with authority to regulate development, businesses, academia, and other private and nonprofit interests (44 CFR, Section 201.6(b)(2)).

Early in the planning process, the Marin County and Town of San Anselmo Steering

Committee reached out to the following Local and Regional Agencies involved in hazard mitigation activities to invite them to participate in this planning process as a member of the Planning Team. These individuals work with Marin County and the Town of San Anselmo communities and could provide subject matter expertise and relevant information to the planning process regarding the community history, hazard risk, vulnerability, and impact, mitigations efforts, community needs, demographics, and social vulnerability, economic concerns, ecology, and other community services and needs.

The Marin County and Town of San Anselmo Steering also determined that data collection, risk assessment analyses, mitigation strategy development, and plan approval would be greatly enhanced by inviting other local, state and federal agencies and organizations to participate in the process. Based on their involvement in hazard mitigation planning, their landowner status in the County, the Town of San Anselmo and/or their interest as a neighboring jurisdiction, representatives from the following groups were invited to participate on the Planning Team:

Eighty-five planning partners participated in this update, as listed in Table 2.

Table 2: 2023 MJHMP Planning Team Members

No.	Agency	Point of Contact	Title
1	Belvedere	Laurie Nilsen	Emergency Svs, Coord.
2	Belvedere	Rebecca Markwick	Planning Director
3	Belvedere	Samie Malakiman	Associate Planner
4	Bolinas Com. PUD	Jennifer Blackman	General Manager
5	Bolinas Fire Protection Dist.	Stephen Marcotte	Asst. Fire Chief
6	Central Marin Fire District	Matt Cobb	Battalion Chief/Fire
7	Central Marin Fire District	Ezra Colman	Battalion Chief/Fire
8	Central Marin Fire District	Rubin Martin	Fire Chief
9	Corte Madera	RJ Suokko	Director of Public Works
10	Corte Madera	Chris Good	Senior Civil Engineer
11	Sanitary District No. 2	RJ Suokko	Public Works Director
12	Fairfax	Loren Umbertis	Public Works Director
13	Fairfax	Mark Lockaby	Building Official
14	Larkspur	Dan Schwarz	City Manager
15	Larkspur	Julian Skinner	Public Works Director/ City Engineer
16	Larkspur	Robert Quinn	Public Works Superintendent
17	Las Gallinas Valley Sanitary District	Dale McDonald	Administrative Services Mgr.
18	Las Gallinas Valley Sanitary District	Greg Pease	Safety Manager
19	County of Marin	Steven Torrence	OEM Director
20	County of Marin	Hannah Tarling	Emergency Management Coordinator
21	County of Marin	Chris Reilly	OEM Project Manager
22	County of Marin	Woody Baker-Cohn	Senior Emergency Management Coordinator
23	County of Marin	Leslie Lacko	Community Development Agency
24	County of Marin	Hannah Lee	Senior Civil Engineer
25	County of Marin	Felix Meneau	Project Mgr./ FCWCD
26	County of Marin	Julia Elkin	Department of Public Works

Table 2: 2023 MJHMP Planning Team Members			
No.	**Agency**	**Point of Contact**	**Title**
27	County of Marin	Beb Skye	Department of Public Works
28	County of Marin	Scott Alber	Battalion Chief, Marin County Fire Dept.
29	County of Marin	Lisa Santora	Deputy Public Health Officer, Marin Health & Human Services
30	County of Marin	Koblick, Kathleen	Marin Health & Human Services
31	County of Marin	Amber Davis	Public Health Preparedness
32	Mill Valley	Patrick Kelly	Department of Public Works
33	Mill Valley	Ahmed A Aly	Project Manager
34	Mill Valley	Jared Barrilleaux	Deputy Director of Engineering
35	Mill Valley	Daisy Allen	Senior Planner
36	Southern Marin Fire District	Tom Welch	Deputy Chief/South Marin Fire Dist.
37	Southern Marin Fire District	Marshall Nau	Fire Marshall/South Marin Fire Dist.
38	North Marin Water District	Eric Miller	Asst. General Manager
39	North Marin Water District	Tim Fuette	Senior Engineer
40	Novato	David Dammuller	Engineering Services Mgr.
41	Novato	Dave Jeffries	Consultant/JPSC
42	Ross	Richard Simonitch	Public Works Director
43	San Anselmo	Sean Condry	Public Works & Building Director
44	San Anselmo	Erica Freeman	Building Official
45	San Anselmo	Scott Schneider	Asst. PW Director
46	San Rafael	Quinn Gardner	Deputy Emergency Services Coord.
47	San Rafael	Cory Bytof	Sustainability
48	San Rafael	Joanna Kwok	Senior Civil Engineer
49	San Rafael	Kate Hagemann	Climate Adaptation & Resilience Planner
50	Sausalito	Andrew Davidson	Senior Engineer/ DPW
51	Sausalito	Kevin McGowan	Director of Public Works
52	Sausalito	Brandon Phipps	Planning Director
53	Tiburon	Sam Bonifacio	Assistant Planner
54	Tiburon	Dina Tasini	Director of Community Development
55	Tiburon	Laurie Nilsen	Emergency Svs, Coord.
Special Districts & Partner Agencies			
56	County of Marin Disability Access Program	Laney Davidson	Disability Access Manager/ ADA Coordinator
57	County of Marin Disability Access Program	Peter Mendoza	Disability Access Manager/ ADA Coordinator
58	Emergency Medical Services	Chris Le Baudour	EMS Authority
59	Fire Departments	Jason Weber	Fire Chief
60	Golden Gate Bridge, Highway & Transportation District	Daniel Rodriguez	Security, Emergency Management Specialist
61	Golden Gate Bridge, Highway & Transportation District	Dennis Mulligan	General Manager & CEO,
62	Marin City Climate Resilience and Health Justice	Terrie Green	Executive Director

Table 2: 2023 MJHMP Planning Team Members			
No.	**Agency**	**Point of Contact**	**Title**
63	Marin Center for Independent Living	Peter Mendoza	Director of Advocacy and Special Projects
64	Marin City Community Services District	Juanita Edwards	Interim General Manager
65	Marin County Community Development Agency	Leslie Lacko	Community Development Agency
66	Marin County Flood Control & Water Conservation District	Garry Lion	Advisory Board Member
67	Marin County Office of Education	Michael Grant	Director, Marin County Office of Education
68	Marin County Parks	Max Korten	General Manager and Director
69	PG&E	Mark Van Gorder	Government Affairs, North Bay
70	PG&E	Ron Karlen	PG&E Public Safety Specialist
71	Sonoma Marin Area Rail Transit (SMART)	Jennifer McGill	Chief of Police
72	Transportation Authority of Marin (TAM)	Anne Richmond	Executive Director
73	Willow Creek School	Itoco Garcia	Superintendent
State Partners			
74	Cal OES - ESC	Sarah Finnigan	Cal OES, Sr. Emergency Services Coordinator
75	Cal OES, Division of Safety of Dams	Danielle Jessup	Coordinator/ Dam Safety Planning Division
76	California Department of Public Health	Svetlana Smorodinsky	Disaster Epidemiologist/ Environmental & Occupational Emergency Preparedness Team
77	California Department of Public Health	Patrice Chamberlain	Health Program Specialist II/ Environmental & Occupational Emergency Preparedness Team
78	California Department of Water Resources	Julia Ekstrom, PhD	Supervisor, Urban Unit Water Use Efficiency Branch
79	Caltrans	Trang Hoang	Senior Transportation Engr/ Office of Advance Planning
80	Caltrans	Markus Lansdowne	Caltrans D4 Emergency Coordinator
Federal Partners			
81	Army Corps of Engineers	Jessica Ludy	Flood Risk Management, Equity, and Environmental Justice
82	National Park Service	Stephen Kasierski	OneTam
83	US Coast Guard	LT Tony Solares	Sector SF Waterways Safety Branch
84	US Coast Guard	MST1 Brandon M. Ward	Emergency Management Specialist
85	US Coast Guard	LT William K. Harris	USCG SEC San Francisco

Table 250: 2023 MJHMP Planning Team Members

Several opportunities were provided for the groups listed above to participate in the City of Mill Valley's planning process. At the beginning of the planning process, invitations were extended to these groups to actively participate on the Planning Team. Participants from these groups assisted in the process by attending several videoconferencing meetings where hazard

vulnerability and risk were discussed along with hazard mitigation strategies and actions. Planning Team members provided data and other applicable information directly as requested in meetings, emails, telephone calls, videoconferencing, worksheets, or through data contained on their websites or as maintained by their offices. This information was used to develop hazard vulnerability and risk profiles along with mitigation actions.

These key agencies, organizations, and advisory groups received meeting announcements, agendas, and minutes by e-mail throughout the plan update process. They supported the effort by attending meetings or providing feedback on issues. All the agencies were provided with an opportunity to comment on this plan update and were provided with a copy of the plan to review and offer edits and revisions. They were also provided access to the Marin County OEM hazard mitigation plan website to review all planning documents and hazard mapping tools.

Each was sent an e-mail message informing them that draft portions of the plan were available for review. In addition, the complete draft plan was sent to the California Governor's Office of Emergency Services (Cal OES) and FEMA Region IX for a pre-adoption review to ensure program compliance.

In addition, through the public meetings conducted at the beginning of the planning process, members of the planning team, the public, and other key stakeholders were invited to participate in the planning process through public outreach activities.

Further as part of the public outreach process, all planning areas engaged in public outreach and education by providing information on their website or though press releases directing the public to the main Marin County OEM website that provided coordinated and detailed public information of the planning process and how the public could participate. All planning areas were invited to attend the public meetings and to review and comment on the plan prior to submittal to Cal OES and FEMA. Additional public outreach action is detailed in the 1.2.4 PUBLIC ENGAGEMENT section of this annex.

The following planning meetings were held with the planning team:

Table 3: Town of San Anselmo & Marin County OA MJHMP Planning Meetings

No.	Date	Attendees	Meeting	Planning Meeting Objectives
1	10/26/22	Steering Committee	Project Overview Meeting	• Plan Overview – Steps and Timeline • Planning Process • Steering Committee Role
2	11/9/22	Steering Committee	Steering Committee Kickoff Meeting	• Hazard Mitigation and Emergency Management Overview • Plan Overview – Steps and Timeline • Community Overview • Planning Process • Hazard Identification and Risk Assessment • Stakeholders and Planning Team Identification
3	12/6/22	Steering Committee,	Planning Team Kickoff Meeting	• Hazard Mitigation and Emergency Management Overview

Table 3: Town of San Anselmo & Marin County OA MJHMP Planning Meetings				
No.	**Date**	**Attendees**	**Meeting**	**Planning Meeting Objectives**
		Planning Team		• Plan Overview – Steps and Timeline • Community Overview • Planning Process • Hazard Identification and Risk Assessment
4	02/07/23	Steering Committee	Steering Committee Hazard Profile Meeting	• Jurisdictional Letter of Commitment • Identify Planning Team Members • Hazard Risk Ranking Worksheets • Jurisdictional Profiles • Jurisdictional/ District Capability Assessment • 2018 Hazard Mitigation Project Status Update
5	03/07/23	Steering Committee/ Planning Team	Planning Team Public Outreach Strategy Meeting	• Planning Goals and Objectives • Hazard Risk Ranking Worksheets • Jurisdictional Profiles • Jurisdictional/ District Capability Assessment • 2018 Hazard Mitigation Project Status Update • Public Outreach Strategy
6	04/04/23	Steering Committee	Steering Committee Meeting	• HMGP (DR-4683) Funding Timeline • Public Outreach • Planning Goals and Objectives • Jurisdictional Hazard Vulnerability Maps • Jurisdictional Profiles • Jurisdictional/ District Capability Assessment • 2018 Hazard Mitigation Project Status Update
7	04/13/23	General Public, Steering Committee, Planning Team	Public Outreach Town Hall Meeting #1 (In-person and virtual on Zoom) Thursday, 6:00 pm to 7:30 pm Marin County BOS Chambers	• Meeting translated live in Spanish with 29 language subtitle capability for virtual participants. • Meeting also interpreted in American Sign Language • Meeting recorded and posted on Hazard Mitigation website. • Hazard Mitigation and Emergency Management Overview • Planning Process

Table 3: Town of San Anselmo & Marin County OA MJHMP Planning Meetings				
No.	**Date**	**Attendees**	**Meeting**	**Planning Meeting Objectives**
				• Hazard Identification and Risk Assessment • Planning Goals and Objectives • Hazard Mitigation Projects • Community Input
8	04/29/23	General Public, Steering Committee, Planning Team	Public Outreach Town Hall Meeting #2 (In-person and virtual on Zoom) Saturday, 10:00 am to 11:30 am Marin County Health and Wellness Center	• Meeting translated live in Spanish with 29 language subtitle capability for virtual participants. • Meeting also interpreted in American Sign Language • Meeting recorded and posted on Hazard Mitigation website. • Hazard Mitigation and Emergency Management Overview • Planning Process • Hazard Identification and Risk Assessment • Planning Goals and Objectives • Hazard Mitigation Projects • Community Input
9	05/31/23	Steering Committee	Steering Committee Hazard Ranking Meeting	• HMGP (DR-4683) Funding Timeline • Public Outreach Status • Jurisdictional Hazard Vulnerability Maps • OEM Overview of Hazard Maps and Marin Maps • Marin Co. MJHMP Risk Assessment Tool Overview • 2018 Hazard Mitigation Project Status Update • Hazard Working Groups
10	06/27/23	Steering Committee, Planning Team	Planning Team Meeting	• HMGP (DR-4683) & BRIC Grant Funding Timeline • Public Outreach Status • Jurisdictional Hazard Risk Assessment Tool • OEM Overview of Hazard Maps and Marin Maps • Marin County OA Hazards over the Last 5-Years • 2018 Hazard Mitigation Project Status Update • 2023 Hazard Mitigation Projects/Capital Improvement Projects

Table 3: Town of San Anselmo & Marin County OA MJHMP Planning Meetings				
No.	**Date**	**Attendees**	**Meeting**	**Planning Meeting Objectives**
				• Hazard Working Groups
11	07/01/23-09/01/23	Steering Committee Members	Steering Committee Members Plan Development Sessions	• Individual phone or conference calls with planning jurisdictions and districts to answer specific questions and assist them in developing their profile annex.
12	11/27/23	Steering Committee, Planning Team	Planning Team Meeting	• Presentation and review of the Draft Marin County OA MJHMP and Jurisdictional/District Annexes
13	11/28/23	General Public	Public Outreach Presentation on Marin County Office of Emergency Management Website	• Presentation and review of the Draft Marin County OA MJHMP and Jurisdictional/District Annexes. • Opportunity for public comment and questions and answers.

Table 251: Town of San Anselmo & Marin County OA MJHMP Planning Meetings

1.2.4 Public Engagement

Early discussions with the Marin County OEM established the initial plan for public engagement to ensure a meaningful and inclusive public process with a focus on equity and accessible to the whole community. The Public Outreach efforts mirrored the Planning Team approach with a unified effort, led by the County OEM, involving all participating jurisdictions and districts. Public outreach for this plan update began at the beginning of the plan development process with a detailed press release informing the community of the purpose of the hazard mitigation planning process for the Marin County OA planning area and to invite the public to participate in the process.

Public involvement activities for this plan update were conducted by the County and all participating jurisdictions and districts and included press releases; website postings; a community survey; stakeholder and public meetings; and the collection of public and stakeholder comments on the draft plan which was posted on the County website. Information provided to the public included an overview of the mitigation status and successes resulting from implementation of the 2018 plan as well as information on the processes, new risk assessment data, and proposed mitigation strategies for the plan update.

Equity and Whole Community Approach

The Marin County OEM and the Steering Committee prioritized equity and engagement of the whole community in the development of the Marin County OA MJHMP by establishing a framework with key actions for each step of the planning process. Elements of the equity approach included:

Engaging hard-to-reach populations

This effort was to ensure the greatest equity and access to the public to enable participation in the process. The Marin County OEM outreach strategy is to “meet people where they are.” The

Town Hall meetings were conducted at different familiar locations within the county where people could easily access them and were conducted on both a weekday and weekend, and in the evening and during the daytime. The meetings were offered in-person with a virtual broadcast using Zoom videoconferencing and streamed live on Marin County OEM Facebook account. After the meeting, Marin County OEM uploaded the recorded meeting to their website to allow the public on demand access to the meeting.

Translation and Interpretation Services

The survey and outreach materials were provided in both English and Spanish to improve accessibility among populations with limited English proficiency. The website uses Google Translate for accessibility in multiple languages. Interpretation services were offered for both town hall meetings. Each town hall meeting included live Spanish translation and subtitles, Live American Sign Language (ASL/CDI) interpretation, the ability for the Zoom videoconferencing attendee to activate subtitles in 29 different languages, and vision accessible PowerPoint slide.

Three stakeholder and public meetings were held, two at the beginning of the plan development process and one prior to finalizing the updated plan. Where appropriate, stakeholder and public comments and recommendations were incorporated into the final plan, including the sections that address mitigation goals and strategies. Specifically, public comments were obtained during the plan development process and prior to plan finalization.

All press releases and website postings are on file with the Marin County OEM. Public meetings were advertised in a variety of ways to maximize outreach efforts to both targeted groups and to the public at large. Advertisement mechanisms for these meetings and for involvement in the overall MJHMP development process include:

- Development and publishing of an MJHMP public outreach article
- Providing press releases to local newspapers and radio stations
- Posting meeting announcements on the local County MJHMP website
- Email to established email lists
- Personal phone calls

The public outreach activities were conducted with participation from and on behalf of all jurisdictions participating in this plan.

The Steering Committee has made the commitment to periodically bring this plan before the public through public meetings and community posting so that citizens may make input as strategies and implementation actions change. Public meetings will continue to be held twice a year after the first and third MJHMP meetings. Public meetings will continue to be stand-alone meetings but may also follow a council meeting or other official government meeting. The public will continue to be invited to public meetings via social media messaging, newspaper invitations, and through the website for each jurisdiction participating in the plan. Each jurisdiction is responsible for assuring that their citizenry is informed when deemed appropriate by the Steering Committee.

WEBSITE

At the beginning of the plan update process, Marin County OEM established a hazard mitigation website https://emergency.marincounty.org/pages/lhmp on behalf of all the planning areas to

ensure consistent messaging and information, to keep the public posted on plan development milestones, and to solicit relevant input. The website also provided information on signing up for Alert Marin, provided detailed information about the hazard mitigation process and plan development, provided a URL and QR code link to the survey in both English and Spanish, and provided information about upcoming town hall meetings. (See Figure 1)

The site's address was publicized in all press releases, surveys and public town hall meetings. Each planning partner also established a link on their own agency website. Information on the plan development process, the Steering Committee, a link to the Hazard Mitigation survey, and drafts of the plan were made available to the public on the site. The County of Marin intends to keep a website active after the plan's completion to keep the public informed about successful mitigation projects and future plan updates.



Figure 507: Marin County OEM MJHMP Website

PUBLIC MEETINGS

Two separate Marin County OA MJHMP Public Town Hall Meeting were conducted at different locations within the County, on different days of the week and during different times of the day. This effort was to ensure the greatest equity and access by the public to enable participation in the process. The Marin County OEM outreach strategy is to "meet people where they are." Each Town Hall Meeting included, live Spanish translation and subtitles, Live American Sign Language (ASL/CDI) interpretation, the ability for the Zoom videoconferencing attendee to activate subtitles in to 28 different languages, and vision accessible PowerPoint slide.

The first Town Hall Meeting was conducted on Thursday, April 13, 2023, from 6:00 pm to 7:30 pm, at the Marin County Board of Supervisors Chambers, Marin County Civic Center, 3501 Civic Center Drive, Room #330 San Rafael, CA 94903. The in-person meeting was also broadcast virtually using Zoom videoconferencing and streamed live on Marin County OEM Facebook account. Each of the jurisdictions participating in the MJHMP released a

Press Release on their respective websites announcing the Public Town Hall Meeting and providing the date, time, and URL link to the Zoom Meeting for the public to log in and attend the Zoom Meeting. Marin County OEM also posted a notice for the Public Town Hall Meeting on their Facebook account. At the conclusion of the presentation, a question and answer session was held to answer questions from the attendees.

The second Town Hall Meeting was conducted on Saturday, April 29, 2023, from 10:00 am to 11:30 am, at the Marin County Health and Wellness Center, 3240 Kerner Ave. Rooms #109 and #110 San Rafael, CA. 94903. The meeting followed the same format as the first and hosted the same access level of equity and accessibility.

The Marin County OA MJHMP Public Town Hall Meeting was recorded and downloaded from Zoom and made available to all of the jurisdictions and districts to place on their websites and local Access TV for the public to view.

Meeting participants were also invited to complete the Hazard Mitigation Survey and were provided the URL link to the Survey Monkey website to complete the survey.

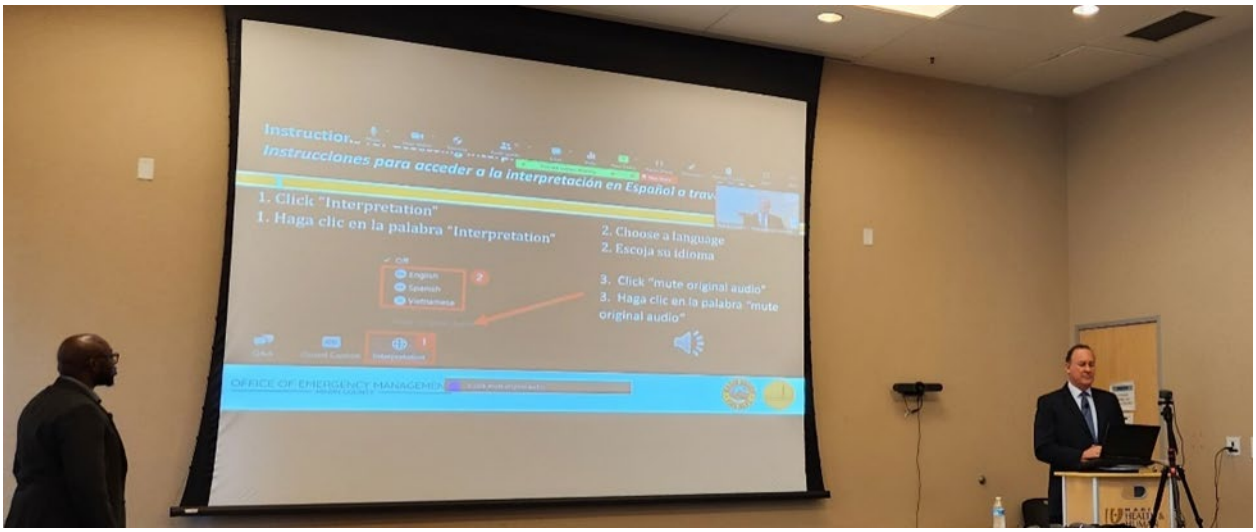


Figure 508: Marin County OA MJHMP Public Town Hall Meeting

SOCIAL MEDIA

The Marin County OA utilized several forms of social media to reach residents and customers. Information about the Hazard Mitigation Planning process was communicated to the public via Facebook, Twitter, and local access TV. Residents and customers were invited to complete the Hazard Mitigation Plan survey which was accessible via an attached URL or QR Code and provide feedback on potential hazard mitigation projects or programs.

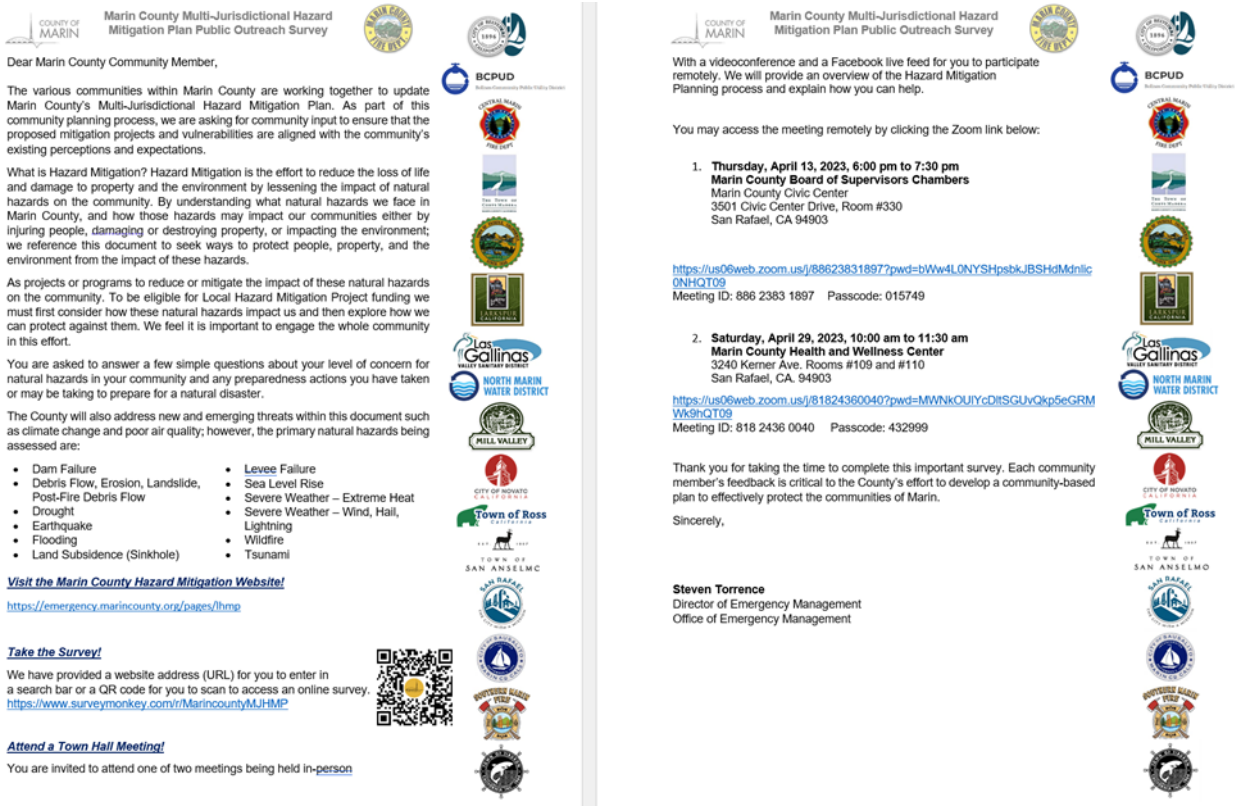
The results of the survey were provided to each of the planning partners and used to support the jurisdictional annex process. Each planning partner was able to use the survey results to help identify actions as follows:

- Gauge the public's perception of risk and identify what citizens are concerned about.
- Identify the best ways to communicate with the public.

- Determine the level of public support for different mitigation strategies.
- Understand the public's willingness to invest in hazard mitigation.

PRESS RELEASES

Press releases were distributed over the course of the plan's development as key milestones were achieved and prior to each Marin County OA MJHMP Public Town Hall Meeting. All press releases were made available to the community in both English and Spanish.



Marin County Multi-Jurisdictional Hazard Mitigation Plan Public Outreach Survey

Dear Marin County Community Member,

The various communities within Marin County are working together to update Marin County's Multi-Jurisdictional Hazard Mitigation Plan. As part of this community planning process, we are asking for community input to ensure that the proposed mitigation projects and vulnerabilities are aligned with the community's existing perceptions and expectations.

What is Hazard Mitigation? Hazard Mitigation is the effort to reduce the loss of life and damage to property and the environment by lessening the impact of natural hazards on the community. By understanding what natural hazards we face in Marin County, and how those hazards may impact our communities either by injuring people, damaging or destroying property, or impacting the environment; we reference this document to seek ways to protect people, property, and the environment from the impact of these hazards.

As projects or programs to reduce or mitigate the impact of these natural hazards on the community. To be eligible for Local Hazard Mitigation Project funding we must first consider how these natural hazards impact us and then explore how we can protect against them. We feel it is important to engage the whole community in this effort.

You are asked to answer a few simple questions about your level of concern for natural hazards in your community and any preparedness actions you have taken or may be taking to prepare for a natural disaster.

The County will also address new and emerging threats within this document such as climate change and poor air quality; however, the primary natural hazards being assessed are:

- Dam Failure
- Debris Flow, Erosion, Landslide, Post-Fire Debris Flow
- Drought
- Earthquake
- Flooding
- Land Subsidence (Sinkhole)
- Levee Failure
- Sea Level Rise
- Severe Weather – Extreme Heat
- Severe Weather – Wind, Hail, Lightning
- Wildfire
- Tsunami

Visit the Marin County Hazard Mitigation Website!

https://emergency.marincounty.org/pages/lhmp

Take the Survey!

We have provided a website address (URL) for you to enter in a search bar or a QR code for you to scan to access an online survey.
https://www.surveymonkey.com/r/MarincountyMJHMP

Attend a Town Hall Meeting!

You are invited to attend one of two meetings being held in-person

Marin County Multi-Jurisdictional Hazard Mitigation Plan Public Outreach Survey

With a videoconference and a Facebook live feed for you to participate remotely. We will provide an overview of the Hazard Mitigation Planning process and explain how you can help.

You may access the meeting remotely by clicking the Zoom link below:

1. **Thursday, April 13, 2023, 6:00 pm to 7:30 pm**
   Marin County Board of Supervisors Chambers
   Marin County Civic Center
   3501 Civic Center Drive, Room #330
   San Rafael, CA 94903

https://us06web.zoom.us/j/88623831897?pwd=bWw4L0NYSHpsbkJBSHdMdnlic0NHQT09
Meeting ID: 886 2383 1897 Passcode: 015749

2. **Saturday, April 29, 2023, 10:00 am to 11:30 am**
   Marin County Health and Wellness Center
   3240 Kerner Ave. Rooms #109 and #110
   San Rafael, CA. 94903

https://us06web.zoom.us/j/81824360040?pwd=MWNkOUlYcDltSGUvQkp5eGRMWk9hQT09
Meeting ID: 818 2436 0040 Passcode: 432999

Thank you for taking the time to complete this important survey. Each community member's feedback is critical to the County's effort to develop a community-based plan to effectively protect the communities of Marin.

Sincerely,

Steven Torrence
Director of Emergency Management
Office of Emergency Management

Figure 509: Hazard Mitigation Plan Public Outreach Press Release

SURVEY

A hazard mitigation plan survey (see Figure 4) was developed by the Steering Committee and made available to the public in both English and Spanish. The survey was used to gauge household preparedness for natural hazards and the level of knowledge of tools and techniques that assist in reducing risk and loss from natural hazards. This survey was designed to help identify areas vulnerable to one or more natural hazards. The answers to its ten questions helped guide the Steering Committee in defining our hazards, and selecting goals, objectives, and mitigation strategies. The survey was available on the hazard mitigation plan website, advertised in press releases, and at town hall meetings. Finally, the survey and the process of public input were advertised throughout the course of the planning process. The survey was available to the public on March 13, 2023, and closed on June 12, 2023. At the conclusion of the planning process 293 surveys were completed by the public.

Public Comments Considered by the Planning Team

The Planning Team used the following information gathered from the Public Outreach Survey to inform decisions regarding hazard mitigation strategies, actions, and priorities.

- Climate Change, Wildfire, and Drought were the top hazards of concern for the public.
- Text messages, mail, and the County website were the preferred methods for receiving hazard mitigation information.
- 48% of respondents expressed that they were “Very Much” concerned and 31% were “Moderately” concerned that a natural disaster could impact their home or place of residence.
- 85% of respondents own their own home.
- 99% of respondents have access to the internet.

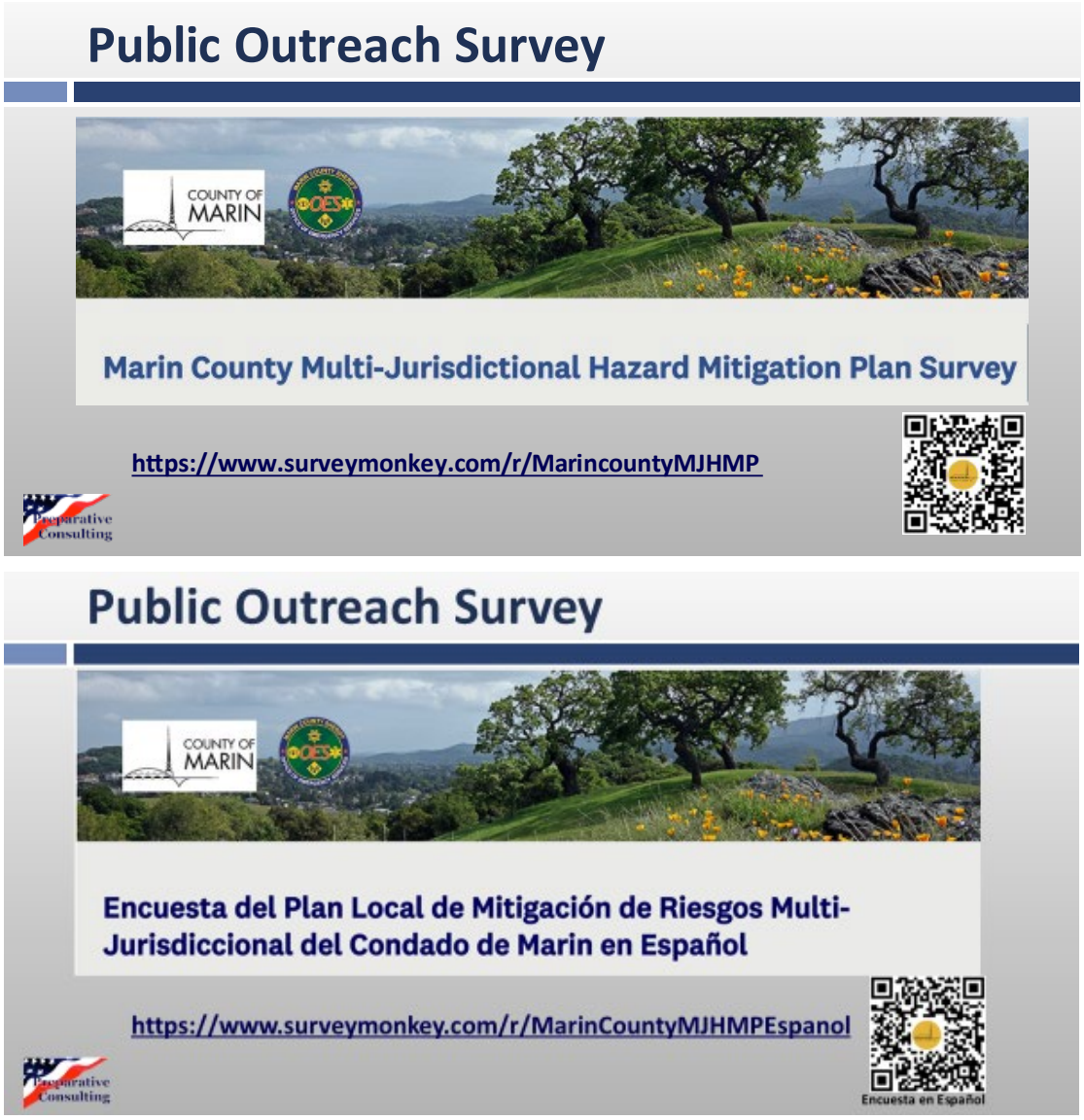


Figure 510: Hazard Mitigation Plan Survey

PUBLIC COMMENT ON THE PLAN

To solicit public feedback on the draft plan, Marin OEM engaged in a multi-faceted approach intended to reach as many Marin residents as possible, including members of the community who are under-served and under-represented. All members of the community had the opportunity to provide initial comments on the plan during a two-week period from Wednesday, December 4, 2023, to Wednesday, December 18, 2023. Although the initial comment period was listed as two weeks, the public could submit comments indefinitely via the County's website to support the County's continuous improvement efforts. The base plan, as well as city, town and special district annexes, were available for download on emergency.marincounty.org (include photos). The website additionally asked for feedback in a survey in English and Spanish (include photos), the survey was designed to establish where that person lives or works, their top hazards of concern, elicit feedback on the plan and offer a place for them to share projects to reduce risk in their community. The survey collected responses from the community in English and in Spanish.

The website and survey were shared through traditional and social media (photos) The Marin Independent Journal (Marin IJ) used the press release to write an article (hopefully; include photos). Social media accounts were updated four times with an initial ask, two reminders, and a closing announcement. The Marin OEM Public Information Officer coordinated with the Marin County Public Information Officers (MAPIO) working group to distribute information to partner jurisdictions (city, town, and special districts) to share this information on their social media sites and with the communities in the area.

To reach those who may not be engaged digitally, the planning team worked with Marin County Community Response Teams, (CRTs are a collaboration of non-profit organizations supporting underrepresented communities in four zones) to conduct outreach with half-sheet flyers in English and Spanish to share in the 4 CRT zones (southern Marin, north Marin, west Marin, San Rafael). These half sheets were also shared county-wide at libraries, including in areas not covered by CRTs, like at the Fairfax library. CRTs are designed to reach Marin's traditionally underserved and underrepresented communities, so by conducting outreach through this method, we were able to inform residents who may not have been engaged otherwise, including residents in Marin City, West Marin, and the Canal District of San Rafael.

After December 18, 2023, the various participating jurisdiction and district profiles remained on the Marin County OEM website for public comments. The Town of San Anselmo had an additional 14-day comment period for the Town of San Anselmo Community Profile where their profile was posted on the Town website for final public comment from January 29 – February 5, 2024.

The 14-day public comment period gave the public an opportunity to comment on the draft plan update prior to the plan's submittal to Cal OES. Comments received on the draft plan are available upon request. All comments were reviewed by the planning team and incorporated into the draft plan as appropriate.

Public Comments Considered by the Planning Team

The Marin County OEM posted the draft Hazard Mitigation Plan and hazard mitigation actions on their website and solicited public comments on the content. The Town of San

Anselmo distributed press releases directing the community to the Marin County OEM website to review the draft plans. The Planning Team gathered public comments and information on the Marin County OEM website regarding proposed and current Hazard Mitigation Actions. The Planning Team used the comments and suggestions to inform decisions regarding hazard mitigation strategies, actions, and priorities. Most comments included ideas for hazard mitigation projects and comments on the effectiveness of current mitigation projects. These comments were used to revise the proposed hazard mitigation actions which resulted in the final list of hazard mitigation actions listed in 3.5 Hazard Mitigation Actions.

1.3 Overview and History

For thousands of years prior to 1800, the Coast Miwok Indians lived and were sustained by the land that is now called Ross Valley. The Coast Miwok revered the land, plants and animals of the Ross Valley through tribal cultural beliefs and practices. European diseases eventually decimated the Indian population. The settlement in 1817 of Mission San Rafael, with its vast land holding, also resulted in further incursions into areas occupied by the Coast Miwok Indians.

After the Mexican Revolution of 1821, the “land grant” system of parceling out land gave rise to what we now know as the County of Marin. San Anselmo was originally part of an 8,877-acre Mexican land grant to Juan B.R. Cooper in 1840 known as Ranch Punta de Quentin Canada de San Anselmo. The Town of San Anselmo itself was named in honor of James San Anselmo, who purchased the land in 1857 for $50,000. San Anselmo built his home on Redwood Drive and moved there with his wife and three children. When James San Anselmo died in 1862 his wife, Annie San Anselmo, was forced to sell a portion of James San Anselmo’ larger land holdings to pay each of their daughters $10,000. The 297 acres she had remaining make up part of the Town of San Anselmo today.

The Town of San Anselmo was incorporated as a town in 1907. The Town of San Anselmo had an estimated population of 12,830 in 2020, with 5,518 housing units in the Town. The Town has a total area of 2.677 square miles. The median income for a household in the Town is $153,381 and the per capita income for the Town is $87,951. Approximately 0 percent of families and 3.9 percent of the population is below the poverty line (2020 data, U.S. Census Bureau).

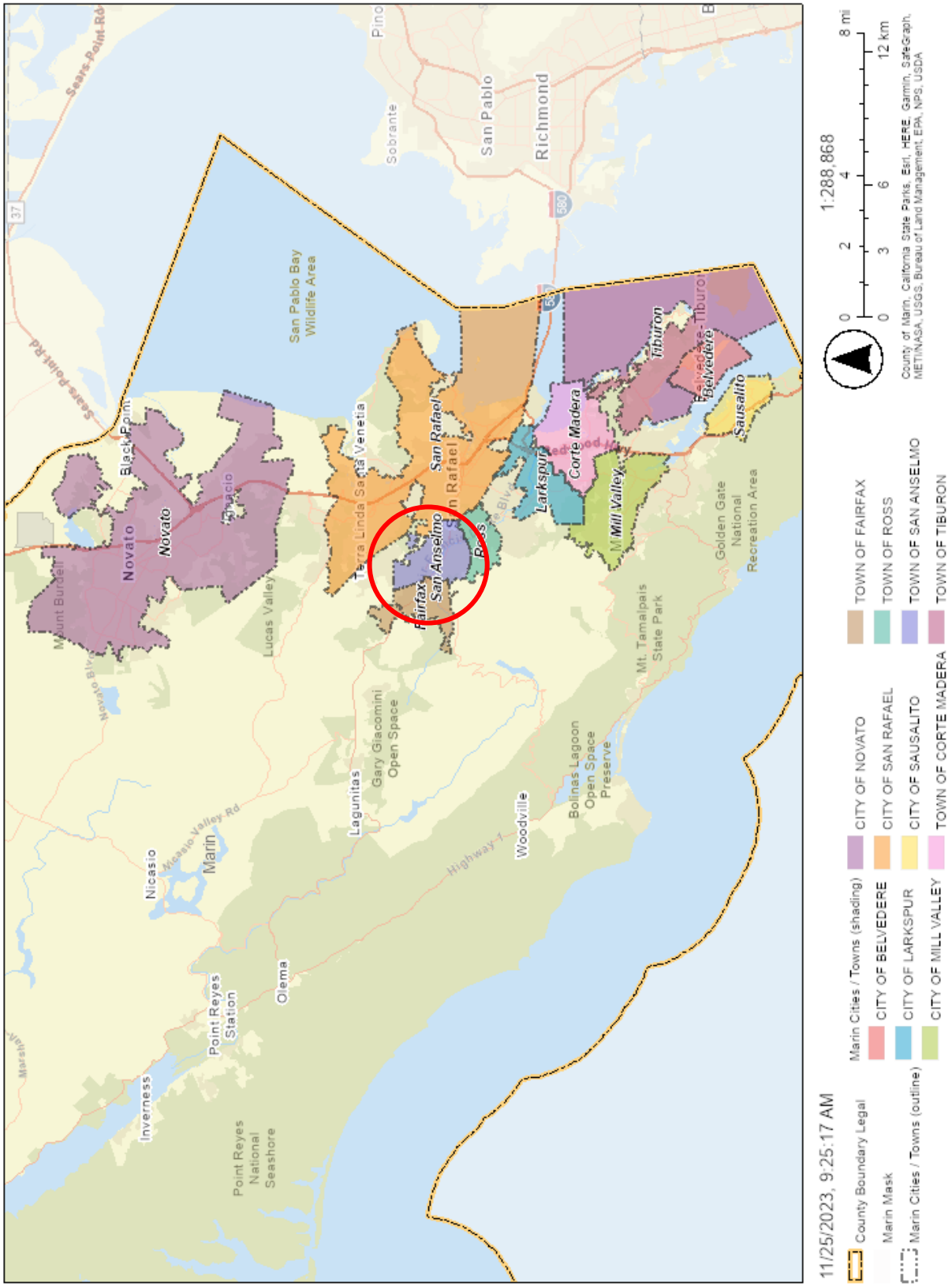


Figure 511: Map of the Town of San Anselmo in Marin County
Source: Marin County OEM

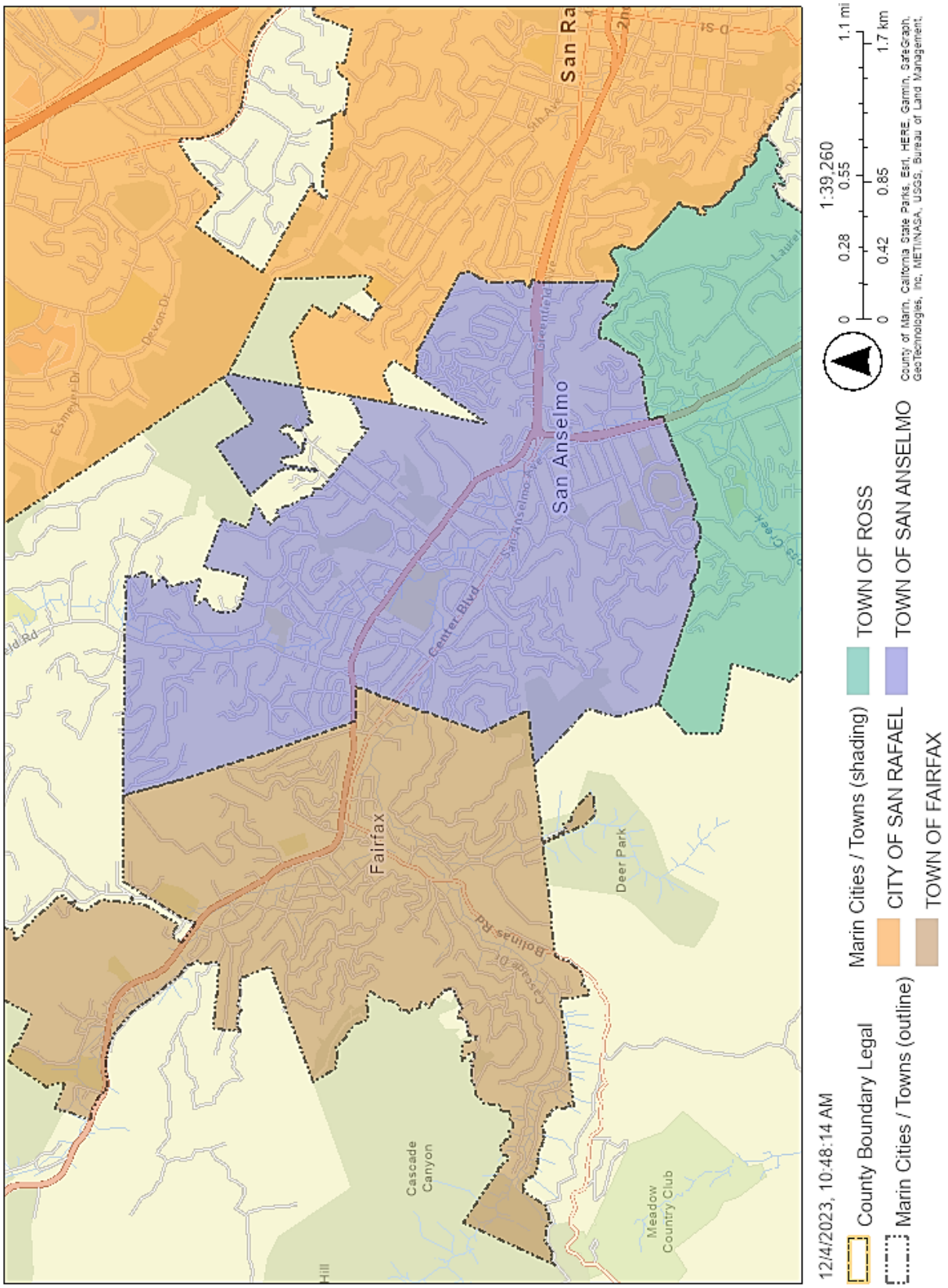


Figure 512: Map of the Town of San Anselmo
Source: Marin County OEM

1.4 GOVERNMENT

The Town of San Anselmo was incorporated as a town in 1907 and is governed by a five-person Town Council. Each year the Town Council elects one of its members to serve as Mayor, the executive head of the Town; and appoints a Town Manager, the administrative head of the Town. The Town consists of 9 departments: the Administration and Finance, Building, Fire Department, Human Resources, Library, Planning, Police, Public Works, and Recreation.

The Town Council assumes responsibility for the adoption of this plan; and the Town Manager will oversee its implementation.

The Ross Valley Fire Department provides Fire services to the City of San Anselmo. In 2012, the Town of San Anselmo voted to consolidate with Ross Valley Fire Department, joining Ross, Fairfax, and Sleepy Hollow to provide fire protection to Town of San Anselmo. In 2012, Ross Valley Fire Department's Board of Directors voted to consolidate fire services with the Town of Ross, incorporating the Town of Ross Fire Station 18, and the 9 firefighters employed there, into the Ross Valley Fire Department.

The Central Marin Police Authority is a full-service Police agency for the communities of Corte Madera, Larkspur, San Anselmo and portions of Greenbrae comprising of approximately 35,000 residents. The communities consolidated police services on January 1, 2013, into the Central Marin Police Authority formed under a Joint Powers Agreement (JPA).

1.5 WEATHER AND CLIMATE

The Town of San Anselmo lies 46 feet above sea level. In San Anselmo, the summers are long, comfortable, arid, and mostly clear and the winters are short, cold, wet, and partly cloudy. Over the course of the year, the temperature typically varies from 43°F to 71°F and is rarely below 36°F or above 84°F. The difference in precipitation between the driest month and the wettest month is 5 inches. The annual rainfall is 18 inches. The month with the highest relative humidity is February (80%). The month with the lowest relative humidity is June (70%). The month which sees the most rainfall is January. The driest month of the year is July.

	January	February	March	April	May	June	July	August	September	October	November	December
Avg. Temperature °C (°F)	9.3 °C (48.7) °F	9.8 °C (49.7) °F	10.9 °C (51.6) °F	11.8 °C (53.2) °F	13.6 °C (56.5) °F	15.6 °C (60.2) °F	16 °C (60.8) °F	16.4 °C (61.4) °F	16.4 °C (61.5) °F	15 °C (58.9) °F	11.9 °C (53.5) °F	9.5 °C (49) °F
Min. Temperature °C (°F)	6.3 °C (43.4) °F	6.9 °C (44.4) °F	7.8 °C (46.1) °F	8.5 °C (47.4) °F	10.1 °C (50.2) °F	11.7 °C (53) °F	12.3 °C (54.2) °F	12.9 °C (55.2) °F	12.6 °C (54.7) °F	11.5 °C (52.7) °F	8.9 °C (48) °F	6.8 °C (44.2) °F
Max. Temperature °C (°F)	13.3 °C (56) °F	13.9 °C (57) °F	15.1 °C (59.2) °F	16.2 °C (61.2) °F	18.3 °C (64.9) °F	20.9 °C (69.6) °F	21.2 °C (70.2) °F	21.5 °C (70.8) °F	21.9 °C (71.4) °F	20 °C (68.1) °F	16.2 °C (61.2) °F	13.1 °C (55.7) °F
Precipitation / Rainfall mm (in)	118 (4)	124 (4)	88 (3)	41 (1)	22 (0)	5 (0)	1 (0)	2 (0)	2 (0)	25 (0)	58 (2)	114 (4)
Humidity(%)	78%	80%	78%	72%	71%	70%	75%	76%	73%	72%	75%	77%
Rainy days (d)	8	7	6	4	3	1	0	0	0	2	5	7
avg. Sun hours (hours)	5.7	6.4	7.8	9.4	10.0	10.6	9.3	8.5	8.7	7.8	6.7	5.6

Figure 513: The Town of San Anselmo Precipitation and Monthly Temperatures
Source: En.Climate-Data.org

1.6 DEMOGRAPHICS

The California Department of Finance shows an overall estimated decrease in the population of the Marin County OA and the Town of San Anselmo since the last plan update in 2018. Of the total estimated 257,135 residents of the Marin County OA in 2022 based on the 2020 U.S. Census Survey, 190,148 residents live in the incorporated county and 66,987 residents live in the unincorporated county.

The Town of San Anselmo had an estimated population of 12,853 in the 2018 plan. 2020 U.S. Census Survey estimated the Town's population at 12,830. However, revised estimates for 2022 estimate the population to decrease to 12,645 population.

Table 4: Town of San Anselmo Estimated Jurisdictional Population

Jurisdiction	Population 2022 (Estimate)	Population 2020	Population 2018 (Estimate)	Percent Change 2018-2022
Marin County OA	257,135	262,321	262,179	-1.92%
Town of San Anselmo	12,645	12,830	12,853	-1.62%

Table 252: Town of San Anselmo Estimated Jurisdictional Population
Source: California Department of Finance

According to the U.S. Census, the population of The Town of San Anselmo is 12,830 as of 2020. Between 2018-2022, the City's growth rate increased at an average annual rate of -1.62%, lower than the historic twenty-year average growth rate of 3.2%. Table 5 shows the population growth comparison of the State of California, The Marin County OA, and the Town of San Anselmo between 2010 - 2020.

Table 5: Population Change of The Town of San Anselmo				
Jurisdiction	Total Population		Change, 2010-2020	
	April 1, 2010	April 1, 2020	Number	Percent
California	37,253,956	39,538,223	2,284,267	6.1%
Marin County OA	252,409	262,321	9,912	3.9%
San Anselmo, town	12,853	12,830	23	-1.62%

Table 253: Population Change of The Town of San Anselmo
Source: Town of San Anselmo Housing Element, US Census Bureau, California Department of Finance

Table 6 lists the various languages spoken in the Town of San Anselmo.

Table 6: Languages Spoken in San Anselmo	
Primary Language Spoken	% of Population
English only	94.2%
Spanish	1.0%
Other Indo-European languages	2.5%
Asian and Pacific Islander languages	2.0%
Other languages	0.3%

Table 254: Languages Spoken in San Anselmo
Source: US Census Bureau (2020)

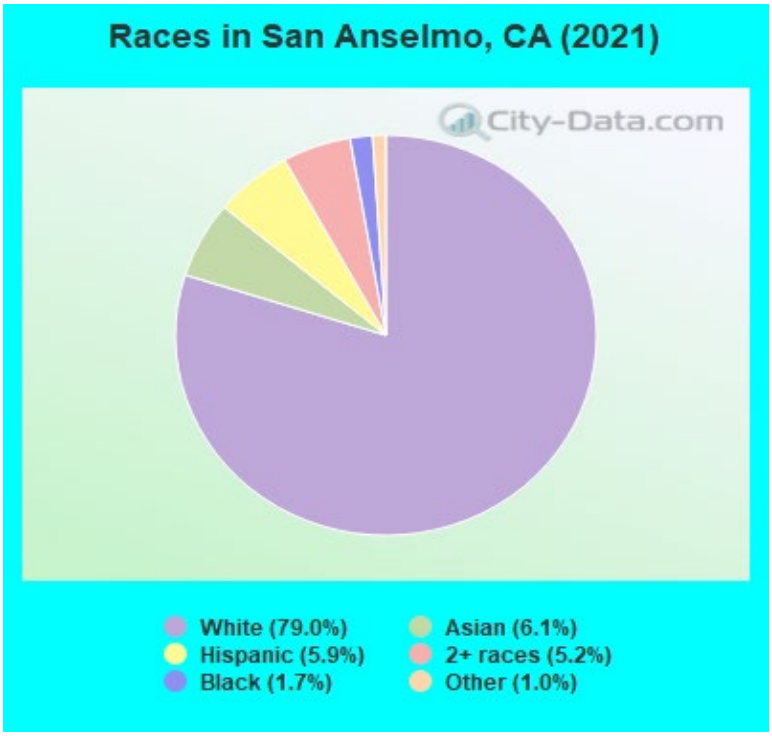


Figure 514: Races in San Anselmo
Source: City-Data.com

Table 7: Marin County OA Jurisdictional Housing Stock							
2022 and 2018							
Year		Total Units	Single Family		Multi-Family		Mobile Homes
			Detached	Attached	2 to 4	5 plus	
California							
2022	Number	14,583,998	8,341,577	1,010,851	1,168,669	3,500,674	562,223
	Percent	100.0%	57.2%	6.9%	8.0%	24.0%	3.9%
2018	Number	14,157,502	8,160,864	985,926	1,129,761	3,318,946	562,005
	Percent	100.0%	57.6%	7.0%	8.0%	23.4%	4.0%
Marin County OA							
2022	Number	111,879	68,004	11,314	8,524	22,013	1,984
	Percent	100.0%	60.8%	10.1%	7.6%	19.7%	1.8%
2018	Number	112,294	68,697	11,318	8,307	21,986	1,986
	Percent	100.0%	61.2%	10.1%	7.4%	19.6%	1.8%
Town of San Anselmo							
2022	Number	5,539	4,177	266	376	683	37
	Percent	100.00%	75.41%	6.37%	141.35%	181.65%	5.42%
2018	Number	5,563	4,211	269	356	690	37
	Percent	100.00%	75.70%	6.39%	132.34%	193.82%	5.36%

Table 255: Marin County OA Jurisdictional Housing Stock
Source: California Department of Finance

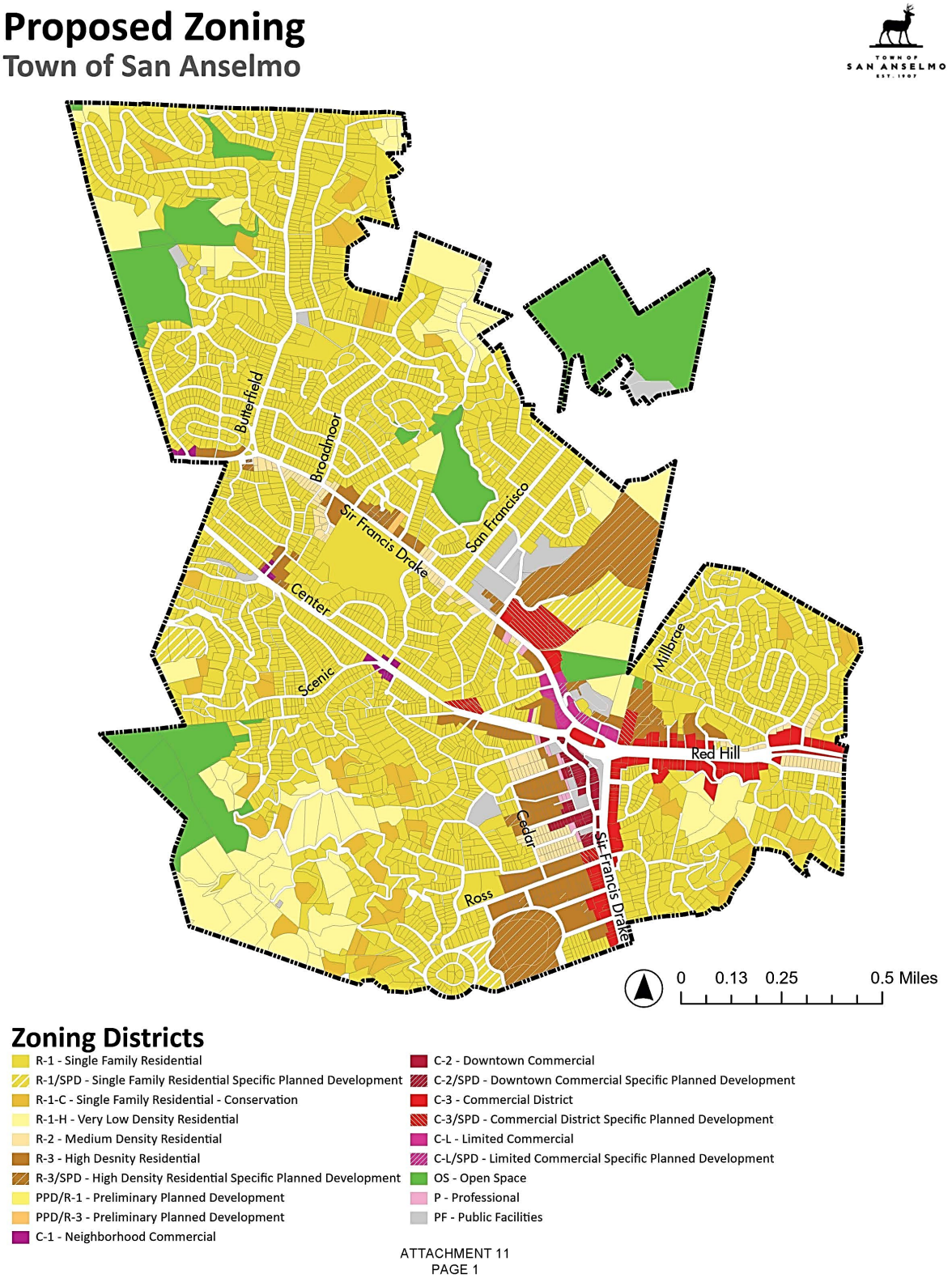


Figure 515: Town of San Anselmo Zoning Map
Source: Town of San Anselmo Housing Element

1.7 Social Vulnerability and Risk

The California Governor's Office of Emergency Services (Cal OES) has initiated the "Prepare California" grant program focused on building community resilience amongst vulnerable individuals living in the areas of the state most susceptible to natural disasters. The Prepare California Initiative is aimed at reducing long-term risks from natural disasters by investing in local capacity building and mitigation projects designed to protect communities.

Prepare California leverages funds approved in Governor Gavin Newsom's 2021-22 State Budget and is designed to unlock federal matching funds for community mitigation projects that vulnerable communities would otherwise be unable to access. This program is intended for communities that are the most socially vulnerable and at the highest risk for future natural hazard events. The state identified communities by prioritizing California census tracts according to their estimated hazard exposures and social vulnerability.

The National Risk Index is a dataset and online tool to help illustrate the United States communities most at risk for 18 natural hazards: Avalanche, Coastal Flooding, Cold Wave, Drought, Earthquake, Hail, Heat Wave, Hurricane, Ice Storm, Landslide, Lightning, Riverine Flooding, Strong Wind, Tornado, Tsunami, Volcanic Activity, Wildfire, and Winter Weather.

For purposes of this plan the following National Risk Index (NRI) hazards are profiled in support of eight of the twelve Marin County OA MJHMP Hazards. NRI data was not available for Dam Failure, Land Subsidence, Levee Failure, or Sea Level Rise.

Table 8: NRI Hazards and Marin County OA MJHMP Hazards

NRI Hazards	Marin County OA MJHMP Hazards
Earthquake	Earthquake
Riverine Flooding	Flooding
Coastal Flooding	Flooding
Wildfire	Wildfire
Landslide	Debris Flow
Drought	Drought
Heat Wave	Severe Weather -Extreme Heat
Tsunami	Tsunami
Strong Wind	Severe Weather – Wind, Tornado

Table 256: NRI Hazards and Marin County OA MJHMP Hazards
Source: FEMA National Risk Index 2023

The National Risk Index leverages available source data for Expected Annual Loss due to these 18 hazard types, Social Vulnerability, and Community Resilience to develop a baseline relative risk measurement for each United States county and census tract. These measurements are calculated using average past conditions, but they cannot be used to predict future outcomes for a community. The National Risk Index is intended to fill gaps in available data and analyses to better inform federal, state, local, tribal, and territorial decision makers as they develop risk reduction strategies.

Calculating the Risk Index

Risk Index scores are calculated using an equation that combines scores for Expected Annual Loss due to natural hazards, Social Vulnerability and Community Resilience:
Risk Index = Expected Annual Loss × Social Vulnerability ÷ Community Resilience

Hazard Type Risk Index

Hazard type Risk Index scores are calculated using data for only a single hazard type, and reflect a community's Expected Annual Loss value, community risk factors, and the adjustment factor used to calculate the risk value.

Social groups in Census tract 06041111700 have a Very Low susceptibility to the adverse impacts of natural hazards when compared to the rest of the U.S.

Figure 10 illustrates the Social Vulnerability Map for San Anselmo Census Tract 1117.00. Social groups in Census tract 06041117000 have a Relatively Low susceptibility to the adverse impacts of natural hazards when compared to the rest of the U.S.

Table 9 illustrates the NRI Hazard Type Risk Index for San Anselmo Census Tract 1117.00.

Table 9: NRI Hazard Type Risk Index for San Anselmo Census Tract 1117.00

Hazard Type	EAL Value	Social Vulnerability	Community Resilience	CRF	Risk Value	Score
Earthquake	$1,968,575	Relatively Low	Very High	0.96	$1,883,575	95.8
Riverine Flooding	$852,461	Relatively Low	Very High	0.96	$815,653	98
Landslide	$36,673	Relatively Low	Very High	0.96	$35,089	99
Wildfire	$21,409	Relatively Low	Very High	0.96	$20,484	87.2
Heat Wave	$7,364	Relatively Low	Very High	0.96	$7,046	45.4
Tornado	$4,457	Relatively Low	Very High	0.96	$4,265	10
Strong Wind	$259	Relatively Low	Very High	0.96	$248	8.7
Drought	$0	Relatively Low	Very High	0.96	$0	0

Table 257: NRI Hazard Type Risk Index for San Anselmo Census Tract 1117.00
Source: FEMA National Risk Index 2023

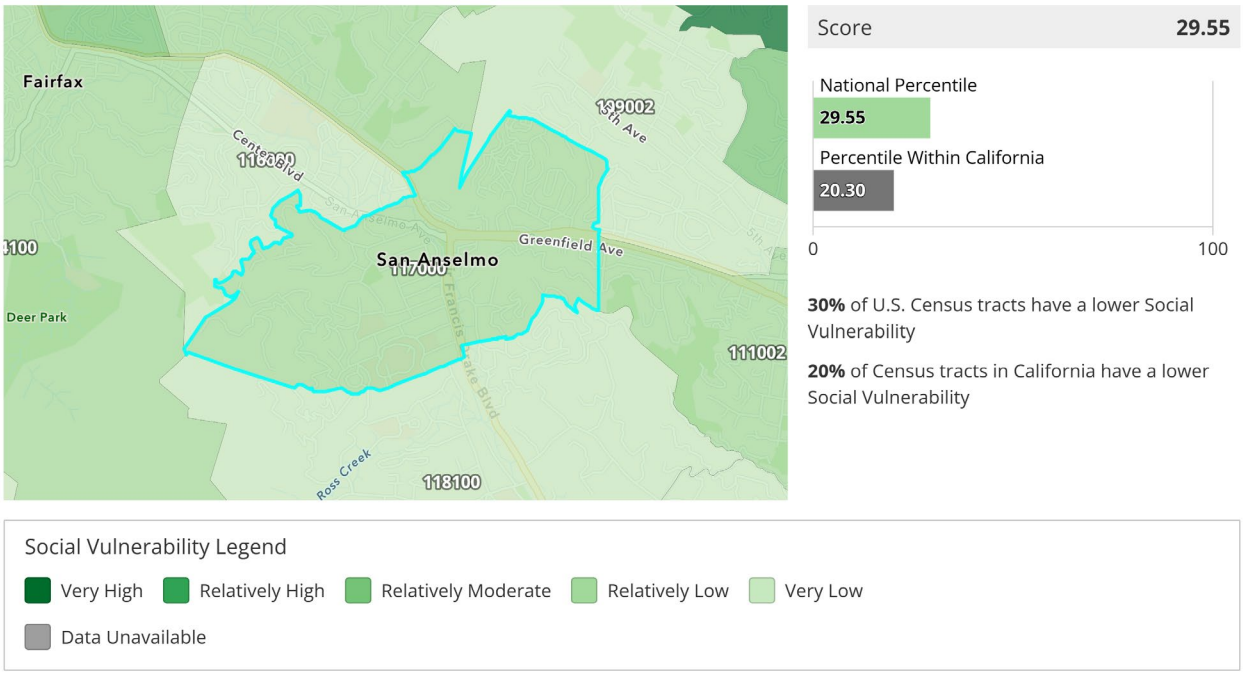


Figure 516: Town of San Anselmo Social Vulnerability Map Census Tract 1181.00
Source: FEMA National Risk Index 2023

Most socially vulnerable residents in the Marin County OA reside in parts of Novato, parts of San Rafael, including in and around the Canal District, the Greenbrae neighborhood of Larkspur, and the unincorporated areas of Marin City and Santa Venetia. This aligns with what the County knows about Marin residents. However, discrepancy lies in the western, more rural area of the county. West Marin is comprised of seven villages, and other populated areas, that are distanced from the centralized resources in the eastern part of the county. Across three local elementary schools in West Marin (2022-2023 school year), students eligible for free and reduced lunch program represent between 41 percent and 62 percent of the student population, a reflection of the financial capacity of local families. West Marin is home to many farms that may employ and house underrecognized workers who may not have taken part in a census survey, which informs the Social Vulnerability Index. In the last three months of 2022, bus routes traveling to West Marin (Rural Routes) were the only service category to have increased in ridership since the-COVID pandemic (increase 0.1%; Marin Transit, 2022), which indicates that West Marin residents may be more reliant on public transportation than other Marin residents. However, this data continues to adjust based upon the increase in alternate methods of mass transportation. Therefore, the County of Marin acknowledges that unique social factors in West Marin require different approaches than other parts of the County.

The Town of San Anselmo has a “Relatively Low” Social Vulnerability rating. The median income for a household in the Town is $153,381 and the per capita income for the Town is $87,951. Approximately 0 percent of families and 3.9 percent of the total population is below the poverty line (2021 data, U.S. Census Bureau).

While the Town of San Anselmo has a “Relatively Low” Social Vulnerability rating and the median household income is high, approximately 17 percent of San Anselmo’s population, 2,145 people, are 65 years in age or older. Approximately 26 percent of the Town’s households

have a senior head-of-household, and the vast majority (74 percent) of these householders own their homes. Approximately 43 percent of San Anselmo's senior households qualify as lower income households (less than 80 percent of the Area Median Income), and 299 seniors have incomes which fall below the level of poverty (less than 30 percent of Area Median Income). Needs for seniors with disabilities include smaller and more efficient housing, barrier free and accessible housing, and housing with health care and/or personal care for daily living. Such specific housing needs can drive up the cost of suitable housing, resulting in a higher housing cost burden for seniors.

Seniors often express concern for their ability to pay for necessities. The 2012-2016 Marin County Aging Area Plan found that 17 percent of senior homeowners in the Marin County OA had trouble paying for home repairs over the past year. Affording home repairs is the most reported housing issue for seniors who had been in their homes for more than 30 years. While most seniors prefer to stay in their homes, some may find that property maintenance costs make it difficult to age in place. In San Anselmo, approximately 545 lower-income senior households own their own home and 234 lower-income senior households rent. In 2017, approximately 28 percent of senior households were housing cost burdened.

Disabilities and limited mobility can create additional special housing needs for seniors. Approximately 17 percent of senior residents in San Anselmo have some type of disability, which may limit their access to housing. An estimated 94 seniors have independent living difficulty, 55 have a self-care difficulty, and 165 have ambulatory difficulty. Housing with enhanced accessibility features can support independent living for seniors as they continue to age.

1.8 ECONOMY AND TAX BASE

The Town of San Anselmo is one of the Marin County OA's primary retail, service, and commercial center. Table 10 shows income by household in The Town of San Anselmo as of 2019.

Table 10: Household Income for the Town of San Anselmo as of 2019		
Household Income	Number	Percent
Total Households	4,995	-
Less than $10,000	125	2.5
$10,000 to $14,999	75	1.5
$15,000 to $24,999	185	3.7
$25,000 to $34,999	120	2.4
$35,000 to $49,999	235	4.7
$50,000 to $74,999	350	7.0
$75,000 to $99,999	509	10.2
$100,000 to $149,999	774	15.5
$150,000 to $199,999	789	15.8
$200,000 or more	1,838	36.8
Median household income (dollars)	$153,381	
Mean household income (dollars)	$217,811	

Table 258: Household Income for The Town of San Anselmo as of 2021
Source: US Census Bureau American Community Survey 2021 Estimates

Table 11 shows the percentage of people in The Town of San Anselmo over the age of 16 employed by industry.

Table 11: Town of San Anselmo Civilian Employed Population 16 years+ by Industry		
Industry	Estimated Employed	Percent
Civilian employed population 16 years and over	6,922	-
Agriculture, forestry, fishing and hunting, and mining	29	0.42%
Construction	309	4.46%
Manufacturing	342	4.94%
Wholesale trade	180	2.60%
Retail trade	575	8.31%
Transportation and warehousing, and utilities	222	3.21%
Information	287	4.15%
Finance and insurance, and real estate and rental and leasing	666	9.62%
Professional, scientific, and management, and administrative and waste management services	1623	23.45%
Educational services, and health care and social assistance	1604	23.17%

Arts, entertainment, and recreation, and accommodation and food services	568	8.21%
Other services, except public administration	290	4.19%
Public administration	227	3.28%

Table 259: Town of San Anselmo Civilian Employed Population 16 years+ by Industry
Source: US Census Bureau American Community Survey 2021 Estimates

1.9 CRITICAL FACILITIES

The following list of facilities has been determined to be critical to the ability of the Town of San Anselmo to fulfill the requirements of its mission during an emergency:

Table 12: Town of San Anselmo Critical Facilities

	Category	Name	Address	Fire Severity Zone	Flood Zone
54.	Fire	Fire: Ross Valley Fire Department (RVY) / Station 19	777 San Anselmo Avenue San Anselmo, CA 94960	N	AE
55.	Fire	Fire: Ross Valley Fire Department (RVY) / Station 20	150 Butterfield Road San Anselmo, CA 94960	High	AE
56.	Law	Central Marin Police	525 San Anselmo Avenue San Anselmo, CA 94960	N	AE
57.	Local Government	San Anselmo Town Hall	525 San Anselmo Avenue San Anselmo, CA 94960	N	AE
58.	Community Center	Isabel Cook Community Center (ICC)	1000 Sir Francis Drake Blvd. San Anselmo, CA 94960	N	X
59.	Library	San Anselmo Public Library	110 Tunstead Ave. San Anselmo, CA 94960	N	AE
60.	School	Brookside Elementary School	116 Butterfield Road San Anselmo, CA 94960	High	AE/X
61.	School	Wade Thomas Elementary School	150 Ross Avenue San Anselmo, CA 94960	N	X
62.	School	St. Anselm School	40 Belle Avenue San Anselmo, CA 94960	N	AE
63.	School	Archie Williams High School	1327 Sir Francis Drake San Anselmo, CA 94960	N	AE/X
64.	School	Parkside Preschool and Daycare	1000 Sir Francis Drake Blvd. San Anselmo, CA 94960	N	X
65.	School	University of Redlands	105 Seminary Road San Anselmo, CA 94960	N	AE/X

Table 260: Town of San Anselmo Critical Facilities
Source: Town of San Anselmo

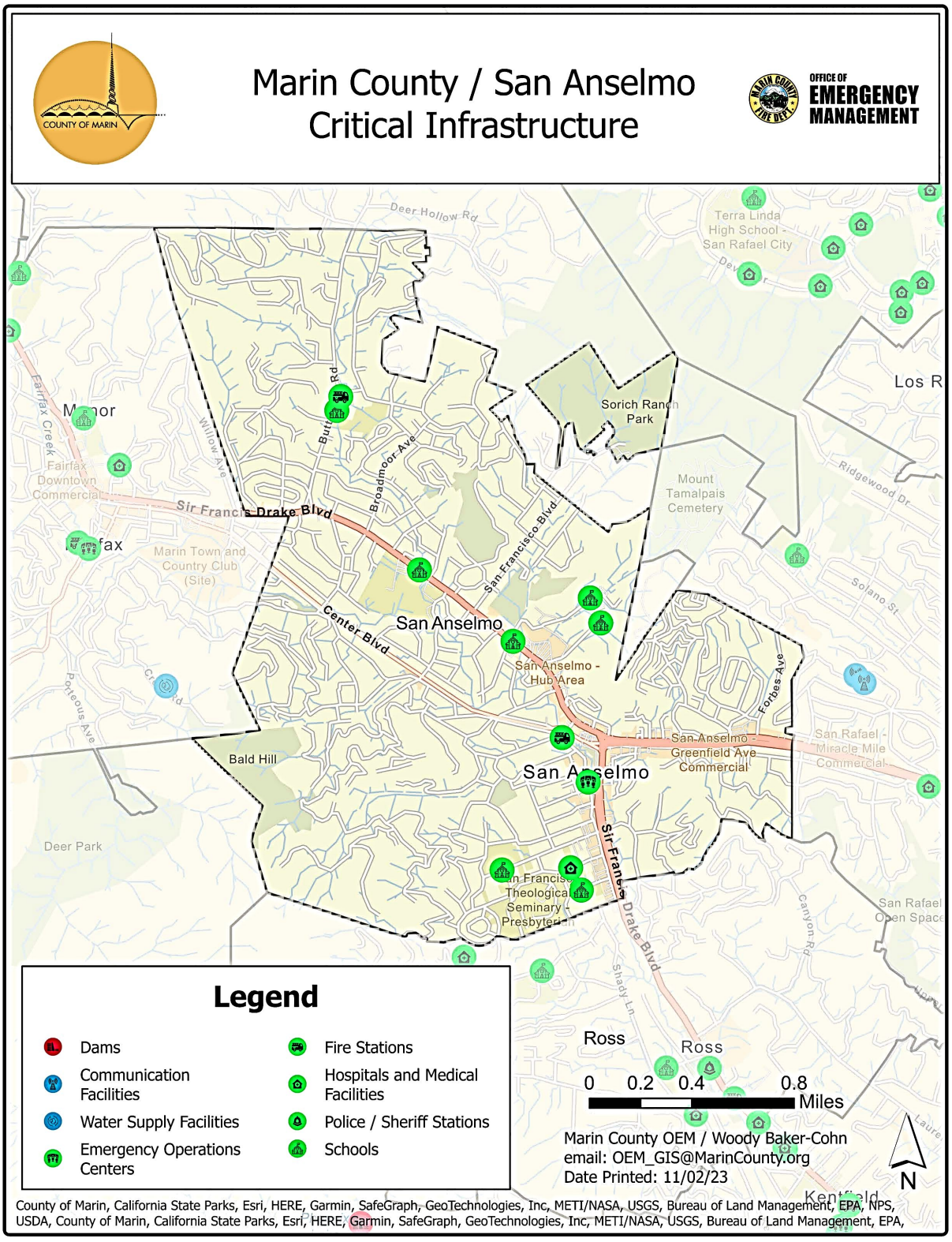


Figure 517: Town of San Anselmo Critical Facilities and Infrastructure
Source: Marin County OEM

1.10 HISTORICAL PROPERTIES

The Town of San Anselmo has no registered historically significant homes, public buildings, or landmarks. To inventory these resources, the HMPC collected information from a number of sources:

- California Department of Parks and Recreation Office of Historic Preservation (OHP) OHP is responsible for the administration of federally and state mandated historic preservation programs to further the identification, evaluation, registration, and protection of California's irreplaceable archaeological and historical resources. OHP administers the National Register of Historic Places, the California Register of Historical Resources, California Historical Landmarks, and the California Points of Historical Interest programs.
- Town of San Anselmo Chamber of Commerce.
- Town of San Anselmo website.

As defined by the National Environmental Policy Act (NEPA), any property over 50 years of age is considered a potential historic resource and is potentially eligible for the National or California Register. Thus, in the event that the property is to be altered, or has been altered, as the result of a major federal action, the property must be evaluated under the guidelines set forth by NEPA. Structural mitigation projects are considered alterations for the purpose of this regulation. Similar regulations exist for buildings under the California Environmental Quality Act (CEQA).

Table 13: Historic Sites in San Anselmo

Name/Landmark State Plaque Number	National Register (NR)	State Landmark	California Register	Date Listed (NR)	Jurisdiction
None					

Table 261: Historic Sites in The Town of San Anselmo
Source: California Office of Historic Preservation and the National Register of Historic Places

SECTION 2.0: HAZARD IDENTIFICATION AND RISK ASSESSMENT

The Town of San Anselmo identified hazards that affect the city and developed natural hazard profiles based upon the countywide risk assessment, past events and their impacts. Figure 12 shows the top hazards that the Jurisdiction is at risk from according to the hazard mitigation Steering Committee.

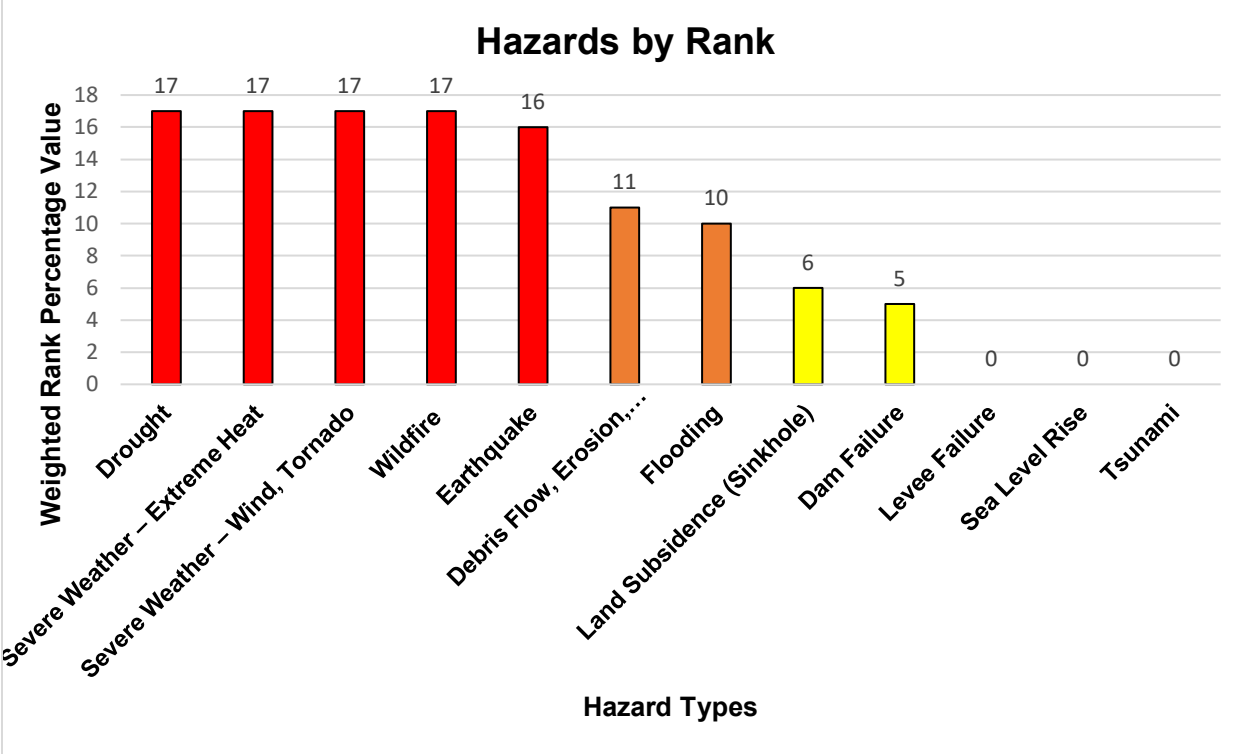


Figure 518: Town of San Anselmo Risk Assessment – Planning Team Top Hazards

Figure 13: Risk Rank Categorization	
Risk Level	**Risk Numerical Score**
High Risk	**12 - 16**
Serious Risk	**8 - 11**
Moderate Risk	**4 - 7**
Low Risk	**1 - 3**

Figure 519: Hazard Risk Categorization

Each Marin County OA MJHMP participating jurisdiction and organization reviewed and approved the Top Hazards identified by the Planning Team. Each participating jurisdiction and district then completed a more complex assessment tool to further develop their hazard assessment and prioritization.

The planning process used the available FEMA tools to evaluate all the possible threats faced. The primary tool selected was the Hazard Assessment and Prioritization Tool. This matrix allowed the participating jurisdiction or organization to assess their own level of vulnerability and

mitigation capability. Each participating Jurisdiction and organization assessed the top hazards for:

- Probability/ Likelihood of Future Events
- Geographic Extent
- Magnitude/ Severity
- Climate Change Influence
- Significance

Probability/ Likelihood of Future Events

- **Unlikely:** Occurs in intervals greater than 100 years - Less than 1% probability of occurrence in the next year or a recurrence interval greater than 100 years.
- **Occasional:** Occurring every 11 to 100 years - 1-10% probability of occurrence in the next year or a recurrence interval of 11 to 100 years.
- **Likely:** Occurring every 1 to 10 years - 10-90% probability of occurrence in the next year or recurrence interval of 1 to 10 years.
- **Highly Likely:** Occurring almost every year - 90-100% probability of occurrence in the next year or a recurrence interval of less than 1 year.

Geographic Extent

- **Negligible:** Less than 10% of the planning area
- **Limited:** 10-25% of the planning area
- **Significant:** 25-75% of planning area
- **Extensive:** 75-100% of planning area

Magnitude/ Severity

- **Weak:** Limited classification on scientific scale, slow speed of onset or short duration of event, resulting in little to no damage.
- **Moderate:** Moderate classification on scientific scale, moderate speed of onset or moderate duration of event, resulting in some damage and loss of services for days.
- **Severe:** Severe classification on scientific scale, fast speed of onset or long duration of event, resulting in devastating damage and loss of services for weeks or months.
- **Extreme:** Extreme classification on scientific scale, immediate onset or extended duration of event, resulting in catastrophic damage and uninhabitable conditions.

Table 14: Select Hazards Magnitude and Severity Scale

Hazard	Scale/Index	Weak	Moderate	Severe	Extreme
Drought	Palmer Drought Severity Index	+1.99 to -1.99	-2.00 to -2.99	-3.00 to -3.99	-4.00 and below
Earthquake	Modified Mercalli	I to IV	V to VII	VIII	IX to XII
	Richter Magnitude	2,3	4,5	6	7,8
Tornado	Fujita Tornado Damage Scale	FO	F1, F2	F3	F4, F5

Table 262: Select Hazards Magnitude/ Severity Scale or Index

Climate Change Influence

- **Low:** Minimal potential impact
- **Medium:** Moderate potential impact
- **High:** Widespread potential impact

Significance

- **Low:** Minimal potential impact - Two or more criteria fall in lower classifications, or the event has a minimal impact on the planning area. This rating is sometimes used for hazards with a minimal or unknown record of occurrences or for hazards with minimal mitigation potential.
- **Medium:** Moderate potential impact - The criteria fall mostly in the middle ranges of classifications and the event's impacts on the planning area are noticeable but not devastating. This rating is sometimes used for hazards with a high extent rating but very low probability rating.
- **High:** Widespread potential impact - The criteria consistently fall in the high classifications and the event is likely/highly likely to occur with.

2.1 Climate Change

The County of Marin and associated jurisdictions profiled jointly recognize that the earth's climate is forcibly being augmented due to humans' reliance on fossil fuels and non-natural resources which pose negative impacts on the earth's climate. Reliance on fossil fuels and non-natural products results in the climate shifting to include unseasonable temperatures, more frequent and intense storms, prolonged heat and cold events, and a greater reliance on technological advancements to maintain the wellbeing of community members and balance of the environment. The forced adaptation to climatic shifts is necessary for the County and jurisdictions to understand and include with these assessments.

Locally to Marin, drought and rain events have already had devastating impacts to critical infrastructure, agriculture, and water resources; and globally, unseasonable temperatures have been identified as the cause for enhanced wildfires, severe droughts, ice sheets and glaciers disappearing, and persons emigrating from their countries due to a lack of sustainable, local resources. Melting land ice contributes additional water to the oceans and as ocean temperatures rise the water expands, both of which contribute to increase rates of sea level rise. Marin is bordered on the west by the Pacific Ocean and on the east by San Francisco Bay, making it particularly vulnerable to flooding and erosion caused by sea level rise.

The cause of current climate change is largely human activity, burning fossil fuels, natural gas, oil, and coal. Burning these materials releases greenhouse gases into Earth's atmosphere. Greenhouse gases trap heat from the sun's rays inside the atmosphere causing Earth's average temperature to rise. This rise in the planet's temperature was formerly called, "global warming", but climate change has shown to include both intense heat and cold shifts. The warming of the planet impacts local and regional climates. Throughout Earth's history, climate has continually changed; however, when occurring naturally, this is a slower process that has taken place over hundreds and thousands of years. The human influenced climate change that is happening now is occurring at an abnormally faster rate with devastating results.

GLOBAL OBSERVED AND PROJECTED IMPACTS AND RISKS

Source: Intergovernmental Panel on Climate Change, Headline Statements from the Summary for Policymakers, 2022

- Human-induced climate change, including more frequent and intense extreme events, has caused widespread adverse impacts and related losses and damages to nature and people, beyond natural climate variability.
- Global warming, reaching 1.5°C in the near-term, would cause unavoidable increases in multiple climate hazards and present multiple risks to ecosystems and humans.
- Beyond 2040 and depending on the level of global warming, climate change will lead to numerous risks to natural and human systems.
- The magnitude and rate of climate change and associated risks depend strongly on near-term mitigation and adaptation actions, and projected adverse impacts and related losses and damages escalate with every increment of global warming.
- Multiple climate hazards will occur simultaneously, and multiple climatic and non-climatic risks will interact, resulting in compounding overall risk and risks cascading across sectors and regions.

FUTURE TRENDS/ IMPACTS

Source: Study Confirms Climate Models are Getting Future Warming Projections Right – Climate Change: Vital Signs of the Planet (nasa.gov)

Global Warming

- If global warming transiently exceeds 1.5°C in the coming decades or later, then many human and natural systems will face additional severe risks.
- An estimated 60% of today's methane emissions are the result of human activities. The largest sources of methane are agriculture, fossil fuels, and decomposition of landfill waste.
- The concentration of methane in the atmosphere has more than doubled over the past 200 years. Scientists estimate that this increase is responsible for 20 to 30% of climate warming since the Industrial Revolution (which began in 1750).
- According to the most recent National Climate Assessment, droughts in the Southwest and heat waves (periods of abnormally hot weather lasting days to weeks) are projected to become more intense, and cold waves less intense and less frequent.
- The last eight years have been the hottest years on record for the globe.

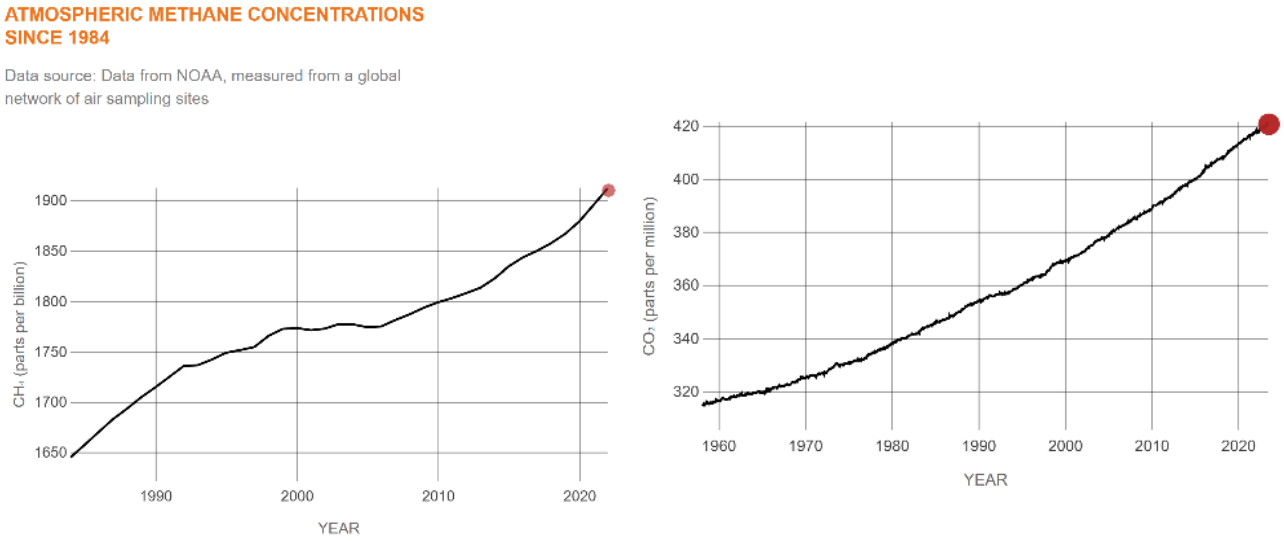


Figure 520: NASA Global Temperature Change CO2 Gas
Source: NASA Global Climate Change, 2022

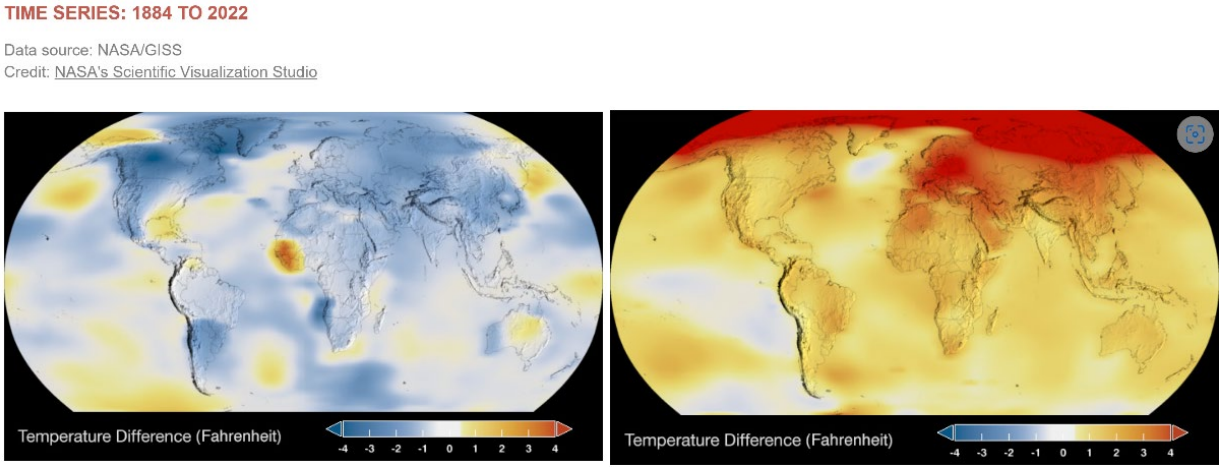


Figure 521: NASA Global Temperature Change 1884 to 2022
Source: NASA Global Climate Change, 2022

Drought

- A NASA-led study in 2022 concluded that the 22-year-long megadrought in southwestern US was the driest the territory had experienced in at least 1,200 years and was expected to persist through at least 2022.

Sea Level Rise

- Global sea levels are rising as a result of human-caused global warming, with recent rates being unprecedented over the past 2,500-plus years.
- U.S. Sea Level Likely to Rise 1 to 6.6 Feet by 2100.
- Global sea level has risen about 8 inches (0.2 meters) since reliable record-keeping began in 1880. By 2100, scientists project that it will rise at least another foot (0.3 meters), but possibly as high as 6.6 feet (2 meters) in a high-emissions scenario.

- Sea ice cover in the Arctic Ocean is expected to continue decreasing, and the Arctic Ocean will very likely become essentially ice-free in late summer if current projections hold. This change is expected to occur before mid-century.
- An indicator of changes in the Arctic sea ice minimum over time. Arctic sea ice extent both affects and is affected by global climate change.

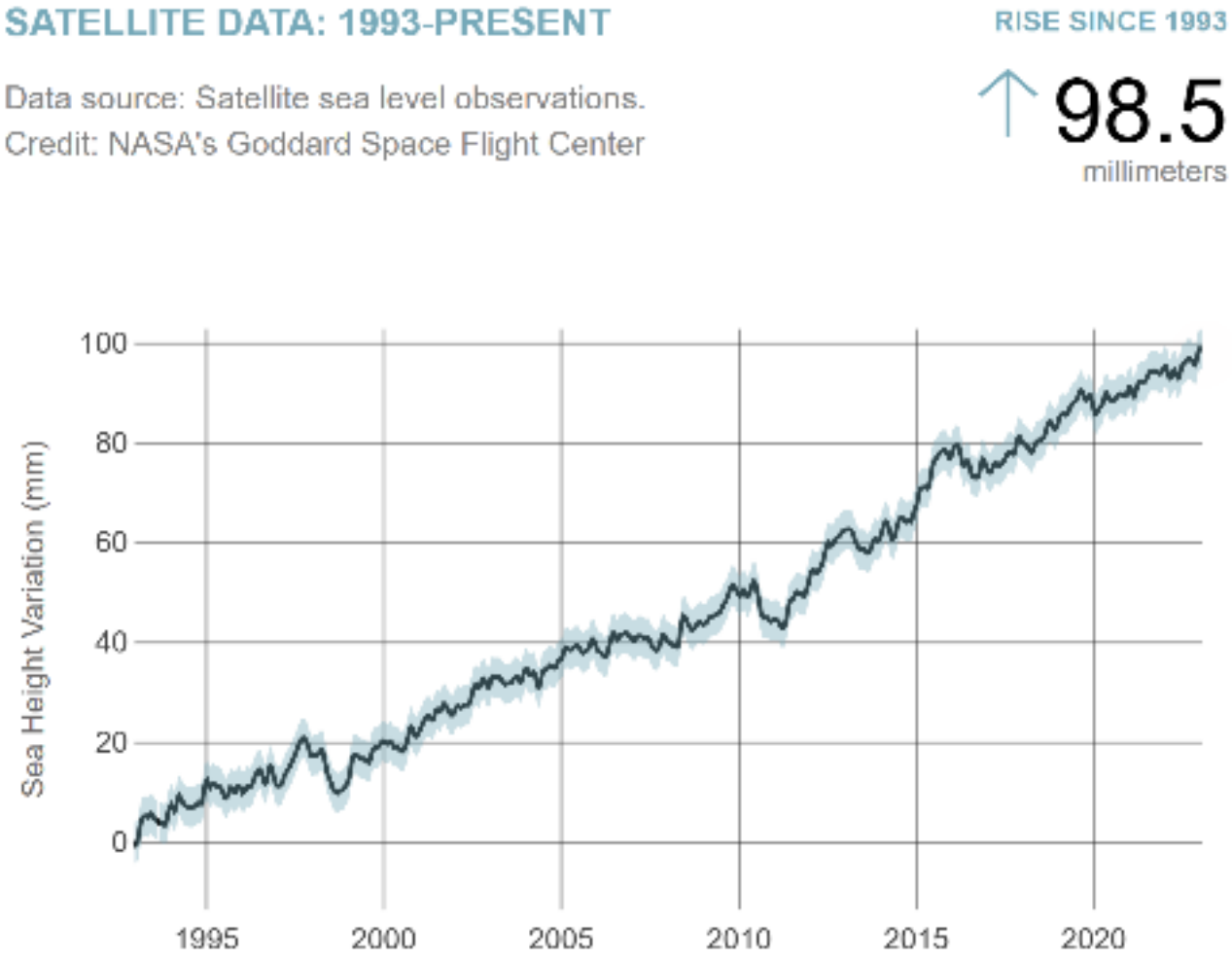


Figure 522: NASA Global Temperature Change Sea Level
Source: NASA Global Climate Change, 2022

Wildfire

- Warming temperatures have extended and intensified wildfire season in the West, where long-term drought in the region has heightened the risk of fires.
- Scientists estimate that human-caused climate change has already doubled the area of forest burned in recent decades. By around 2050, the amount of land consumed by wildfires in Western states is projected to further increase by two to six times.
- Even in traditionally rainy regions like the Southeast, wildfires are projected to increase by about 30%.
-

Flooding (Precipitation)

- Climate change is having an uneven effect on precipitation (rain and snow) in the United States, with some locations experiencing increased precipitation and flooding, while others suffer from drought.
- On average, more winter and spring precipitation is projected for the northern United States, and less for the Southwest, over this century.
- Projections of future climate over the U.S. suggest that the recent trend toward increased heavy precipitation events will continue. This means that while it may rain less frequently in some regions (such as the Southwest), when it does rain, increased intensity of rain fall may occur and may become more common.

Extreme Cold

- The length of the frost-free season, and the corresponding growing season, has been increasing since the 1980s, with the largest increases occurring in the western United States.

According to the California Natural Resource Agency (CNRA), climate change is already affecting California and is projected to continue to do so well into the foreseeable future. Current and projected changes include increased temperatures, sea level rise, a reduced winter snowpack, altered precipitation patterns, and more frequent storm events. Over the long term, reducing greenhouse gases can help make these changes less severe, but the changes cannot be avoided entirely. Unavoidable climate impacts result in a variety of secondary consequences including detrimental impacts on human health and safety, economic continuity, ecosystem integrity and provision of basic services. Climate change is being profiled in the 2023 Marin County OA MJHMP as a standalone hazard while addressing each of the other natural hazards. The Marin County OA is considering climate change issues when identifying future mitigation actions.

California is experiencing a climate crisis that is increasingly taking a toll on the health and well-being of its people and on its unique and diverse ecosystems. Every Californian has suffered from the effects of record high temperatures, dry winters, prolonged drought, and proliferating wildfires in recent years. California's biodiversity is threatened as alterations to habitat conditions brought about by a changing climate are occurring at a pace that could overwhelm the ability of plant and animal species to adapt.

Indicators of Climate Change in California
Source: 2022 Report: Indicators of Climate Change in California | OEHHA

- Since 1895, annual average air temperatures in California have increased by about 2.5 degrees Fahrenheit (°F). Warming occurred at a faster rate beginning in the 1980s.
- Recent years have been especially warm: Eight of the ten warmest years on record occurred between 2012 and 2022; 2014 was the warmest year on record.
- Of all the Western states, California endured the hottest temperatures for the longest time, driving the average statewide temperature to the second warmest over the past 128 years.
- Extreme heat ranks among the deadliest of all climate-driven hazards in California, with physical, social, political, and economic factors effecting the capacity of individuals,

workers, and communities to adapt, and with the most severe impacts often on communities who experience the greatest social and health inequities.

- Glaciers have essentially disappeared from the Trinity Alps in Northern California
- In 2020, wildfire smoke plumes were present in each county for at least 46 days.
- The 2022 fire season saw more fires than the previous fire season along with continued extreme drought and heat conditions.
- The drought, begun in 2019, was the third statewide drought declared in California since 2000.
- This drought has been marked by extreme swings; the state received record-breaking amounts of precipitation in October and December 2021 that were offset by the driest January, February, and March 2022 dating back more than 100 years. The year 2023 opened with California simultaneously managing both drought and flood emergencies.
- A series of storms in late December 2022 and early January 2023 broke rural levees, disrupted power, flooded roads, downed trees, and eroded coastal land.
- Sea level rise accelerates coastal erosion, worsens coastal flooding during large storms and peak tidal events, and impacts important infrastructure positioned along our state's 1,100-mile coast.
- The western drought which impacted all of California and the western United States was nearly lifted due to unseasonably heavy rains in late 2022 and early 2023.

The graph below shows the relative change, in millimeters, in sea levels at Crescent City (1933-2020), San Francisco (1900-2020), and La Jolla (1925-2020).

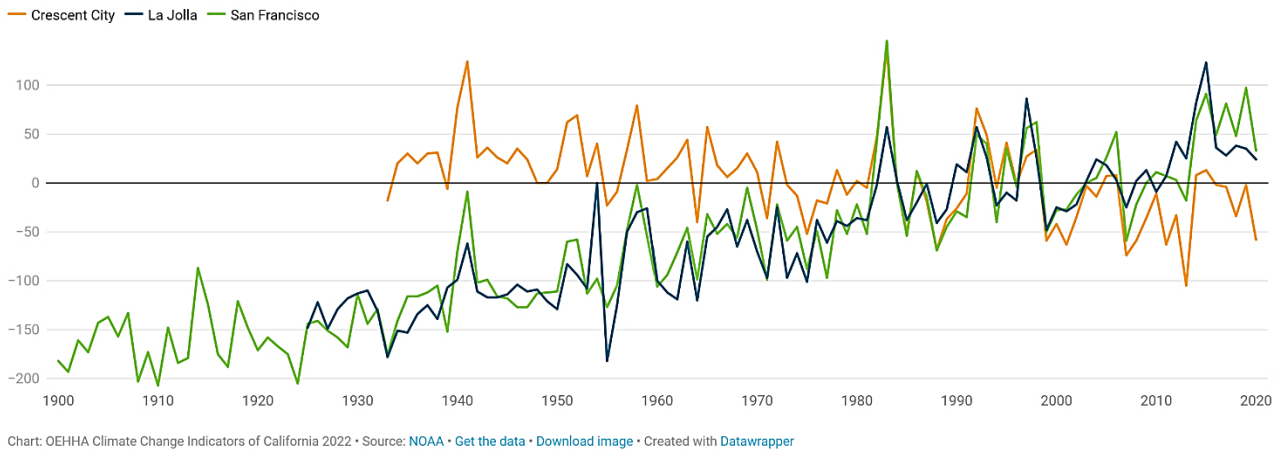


Figure 523: Annual Mean Sea Level Trends
Source: 2022 Report: Indicators of Climate Change in California | OEHHA

Climate Change in the Marin County Operational Area

Climate change is already having significant impacts across California. Temperatures are warming, heat waves are more frequent, and precipitation has become increasingly variable. Climate change will continue to alter Marin County OA ecosystems as a result of rising temperatures, changes in precipitation, and sea level rise, which will increase the severity and occurrence of natural hazards across the Marin County OA well into the future. Coastal cooling processes that keep temperatures down, such as fog, will continue to decrease. Rising temperatures will exacerbate drought conditions and raise the potential for significant wildfires and associated smoke as vegetation becomes drier and tree mortality increases. Forested woodlands that play a major role in carbon reduction will gradually transition into chaparral and shrublands. There will be more extreme storms and weather events, including expanded heat waves and increased rain events with changes in precipitation. Significant rain events will lead to an increase in flooding and the potential for severe landslides. Shoreline communities will become inundated with sea level rise, storm surge, and high tide events. Marshlands and wetlands that act as natural storm barriers will disappear as they transition into open water.

Notable impacts from climate change that are already evident in the Marin County OA and surrounding region as identified in a 2020 Marin County Civil Grand Jury Report include:

- From 1895-2018, the average temperature in Marin County increased by 2.3 degrees Fahrenheit.
- Over the past century, sea level rise in the San Francisco Bay Area rose by eight inches and has accelerated rapidly since 2011.
- The threat of wildfires in 2019 was so severe that Pacific Gas and Electric shut off electric power to the County for multiple days.

Climate change will continue to affect homes, businesses, infrastructure, utilities, transportation systems and agriculture across the Marin County OA. The risk to socially vulnerable populations will increase as they feel the immediate impacts of climate change more significantly and are less able to adapt to climate change and recover from its impacts.

The Marin County OA has adopted numerous planning initiatives and mitigation measures to help combat the effects of climate change across the OA. The Marin Climate Energy Partnership (MCEP), which is a partnership program of Marin County jurisdictions, the County, and Marin County regional agencies, adapted a model Climate Action Plan (CAP) that is intended to support countywide implementation efforts and is currently being used to update additional climate action plans for other jurisdictions in Marin County. The CAP supports the Climate Action Plan for the unincorporated County, which was completed in 2020. The MCEP also collects data and report on progress in meeting each County jurisdictions' individual greenhouse gas emission targets. In June 2023, the County published the Greenhouse Gas Inventory for Unincorporated Community Emissions for the Year 2021. Marin County OA jurisdictions have already met their greenhouse reduction goals for 2020 and are about halfway to meeting the statewide goal to reduce emissions 40% below 1990 levels by the year 2030. Marin County also formed a Sea Level Marin Adaptation Response Team in 2018 and had a Sea Level Rise Vulnerability Assessment and associated Adaptation Report completed for the County and each of its jurisdictions in 2017 as part of their Bay Waterfront Adaptation and Vulnerability Evaluation. Additional Marin County OA climate change mitigation initiatives

include Marin Clean Energy, Electrify Marin, the Marin Solar Project, the Marin Energy Watch Partnership, Resilient Neighborhoods, and Drawdown Marin.

2.2 HAZARDS

Of the hazards profiled in the Marin County OA MJHMP, those noted in the table are specific for the Town of San Anselmo as per the planning team.

Table 15: Town of San Anselmo Hazard Risk Assessment

Hazard	Probability/ Likelihood of Future Events	Geographic Extent	Magnitude/ Severity	Climate Change Influence	Significance	Risk Score
Dam Failure	Unlikely	Negligible	Weak	Low	Low	**5.00**
Debris Flow	Likely	Limited	Moderate	Medium	Medium	**11.00**
Drought	Likely	Extensive	Extreme	High	High	**17.00**
Earthquake	Occasional	Extensive	Extreme	High	High	**16.00**
Flooding	Occasional	Limited	Moderate	Medium	Medium	**10.00**
Land Subsidence	Unlikely	Negligible	Moderate	Low	Low	**6.00**
Severe Weather – Extreme Heat	Likely	Extensive	Extreme	High	High	**17.00**
Severe Weather – High Wind/Tornado	Likely	Extensive	Extreme	High	High	**17.00**
Wildfire	Likely	Extensive	Extreme	High	High	**17.00**

Table 263: Town of San Anselmo Hazard Risk Assessment
Source: Town of San Anselmo

Omitted Hazards

The Town of San Anselmo does not have risk exposure to Levee Failure, Sea Level Rise, or Tsunamis.

Table 16: Marin County OA Hazard Risk Assessment						
Hazard	Probability/ Likelihood of Future Events	Geographic Extent	Magnitude/ Severity	Climate Change Influence	Significance	Risk Score
Dam Failure	Unlikely	Negligible	Extreme	Low	Medium	**9.00**
Debris Flow, Erosion, Landslide, Post-Fire Debris Flow	Occasional	Extensive	Severe	Medium	Medium	**13.00**
Drought	Highly Likely	Extensive	Moderate	High	High	**16.00**
Earthquake	Highly Likely	Extensive	Extreme	None	High	**15.00**
Flooding	Highly Likely	Limited	Severe	High	Medium	**14.00**
Land Subsidence (Sinkhole)	Occasional	Limited	Moderate	Medium	Medium	**10.00**
Levee Failure	Unlikely	Negligible	Moderate	Medium	High	**9.00**
Sea Level Rise	Highly Likely	Limited	Extreme	High	High	**16.00**
Severe Weather – Extreme Heat	Highly Likely	Extensive	Moderate	High	Medium	**15.00**
Severe Weather – High Wind/Tornado	Highly Likely	Extensive	Moderate	High	Medium	**15.00**
Tsunami	Highly Likely	Limited	Extreme	Medium	High	**15.00**
Wildfire	Highly Likely	Significant	Severe	High	High	**16.00**

Table 264: Marin County OA Hazard Risk Assessment
Source: County of Marin

2.2.1 DAM FAILURE

Dams are manmade structures built for a variety of uses including flood protection, power generation, agriculture, water supply, and recreation. When dams are constructed for flood protection, they are usually engineered to withstand a flood with a computed risk of occurrence. For example, a dam may be designed to contain a flood at a location on a stream that has a certain probability of occurring in any one year. If prolonged periods of rainfall and flooding occur that exceed the design requirements, that structure may be overtopped and fail. Overtopping is the primary cause of earthen dam failure in the United States.

Dam failure is the uncontrolled release of impounded water from behind a dam. Flooding, earthquakes, blockages, landslides, lack of maintenance, improper operation, poor construction, vandalism, and terrorism can all cause a dam to fail. Dam failure causes downstream flooding that can affect life and property. Dam failures can result from any one or a combination of the following causes:

- Earthquake
- Inadequate spillway capacity resulting in excess overtopping flows

- Internal erosion caused by embankment or foundation leakage, or piping or rodent activity
- Improper design
- Improper maintenance
- Negligent operation
- Failure of upstream dams on the same waterway

Water released by a failed dam generates tremendous energy and can cause a flood that is catastrophic to life and property. A catastrophic dam failure could challenge local response capabilities and require evacuations to save lives. Impacts to life safety will depend on the warning time and the resources available to notify and evacuate the public. Major loss of life could result as well as potentially catastrophic effects to roads, bridges, and homes. Electric generating facilities and transmission lines could also be damaged and affect life support systems in communities outside the immediate hazard area. Associated water supply, water quality and health concerns could also be an issue. Factors that influence the potential severity of a full or partial dam failure are the amount of water impounded; the density, type, and value of development and infrastructure located downstream; and the speed of failure.

In general, there are three types of dams: concrete arch or hydraulic fill, earth and rockfill, and concrete gravity. Each type of dam has different failure characteristics. A concrete arch or hydraulic fill dam can fail almost instantaneously, where the flood wave builds up rapidly to a peak then gradually declines. An earth-rockfill dam fails gradually due to erosion of the breach, where a flood wave will build gradually to a peak and then decline until the reservoir is empty. A concrete gravity dam can fail instantaneously or gradually with a corresponding buildup and decline of the flood wave.

The California Department of Water Resources (DWR) Division of Safety of Dams (DSOD) has jurisdiction over impoundments that meet certain capacity and height criteria. Embankments that are less than six feet high and impoundments that can store less than 15 acre-feet are non-jurisdictional. Additionally, dams that are less than 25 feet high can impound up to 50 acre-feet without being jurisdictional. The Cal DWR DSOD assigns hazard ratings to large dams within the State. The following two factors are considered when assigning hazard ratings: existing land use and land use controls (zoning) downstream of the dam. Dams are classified in three categories that identify the potential hazard to life and property:

- **High hazard** indicates that a failure would most probably result in the loss of life
- **Significant hazard** indicates that a failure could result in appreciable property damage
- **Low hazard** indicates that failure would result in only minimal property damage and loss of life is unlikely

Since 1929, the state has supervised all non-federal dams in California to prevent failure for the purpose of safeguarding life and protecting property. Supervision is carried out through the state's Dam Safety Program under the jurisdiction of DWR. The legislation requiring state supervision was passed in response to the St. Francis Dam failure and concerns about the potential risks to the general populace from a number of water storage dams. The law requires:

- Examination and approval or repair of dams completed prior to August 14, 1929, the effective date of the statute.

- Approval of plans and specifications for and supervision of construction of new dams and the enlargement, alteration, repair, or removal of existing dams.
- Supervision of maintenance and operation of all dams under the state's jurisdiction.

The 1963 failure of the Baldwin Hills Dam in Southern California led the Legislature to amend the California Water Code to include within state jurisdiction both new and existing off-stream storage facilities.

Dams and reservoirs subject to state supervision are defined in California Water Code §6002 through §6004, with exemptions defined in §6004 and §6025. In administering the Dam Safety Program, DWR must comply with the provisions of the California Environmental Quality Act (CEQA). As such, all formal dam approval and revocation actions must be preceded by appropriate environmental documentation.

In 1972, Congress moved to reduce the hazards from the 28,000 non-federal dams in the country by passing Public Law 92-367, the National Dam Inspection Act. With the passage of this law, Congress authorized the U.S. Army Corps of Engineers (USACE) to inventory dams located in the United States. The action was spurred by two disastrous earthen dam failures during the year, in West Virginia and South Dakota, that caused a total of 300 deaths.

The Water Resources Development Act of 1986 (P.L 99-662) authorized USACE to maintain and periodically publish an updated National Inventory of Dams (NID). The Water Resources Development Act of 1996 (P.L. 104-303), Section 215, re-authorized periodic updates of the NID by USACE.

While there are no dams located within San Anselmo, the Town could be impacted by a failure of the Phoenix Lake Dam in the unincorporated County of Marin. The dam has storage of 612-acre feet of water that could be released down Ross Creek in the event of a full sunny-day dam failure. Water could extend out 500 feet on both sides of Ross Creek for about five miles at a depth up to thirty feet in some areas before it dumps into Corte Madera Creek and San Anselmo Creek. Flooding could continue north along San Anselmo Creek into San Anselmo, extending along Sir Francis Drake Boulevard to the intersection of Red Hill Avenue. Flooding could extend out 1,000 feet along the west side of the creek in the southern part of the Town and 200 feet along both sides of the creek further north, flooding dozens of homes, most of the main commercial area, and part of the San Anselmo School, the San Anselmo Town Hall and the San Anselmo Emergency Operations Center in two to ten feet of water approximately 10-20 minutes after the dam fails.

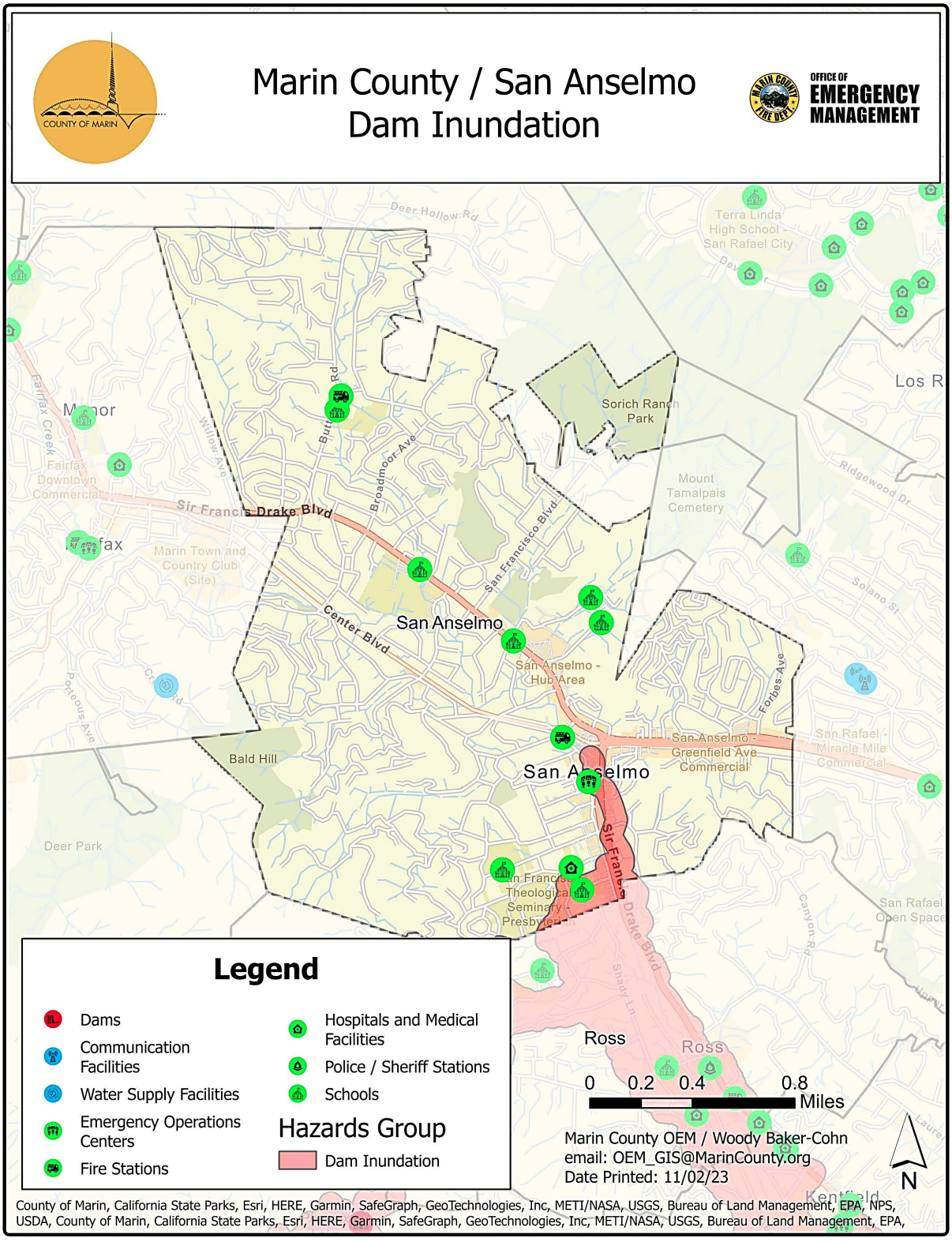


Figure 524: Town of San Anselmo Dam Inundation Critical Facilities and Infrastructure
Source: Marin County OEM

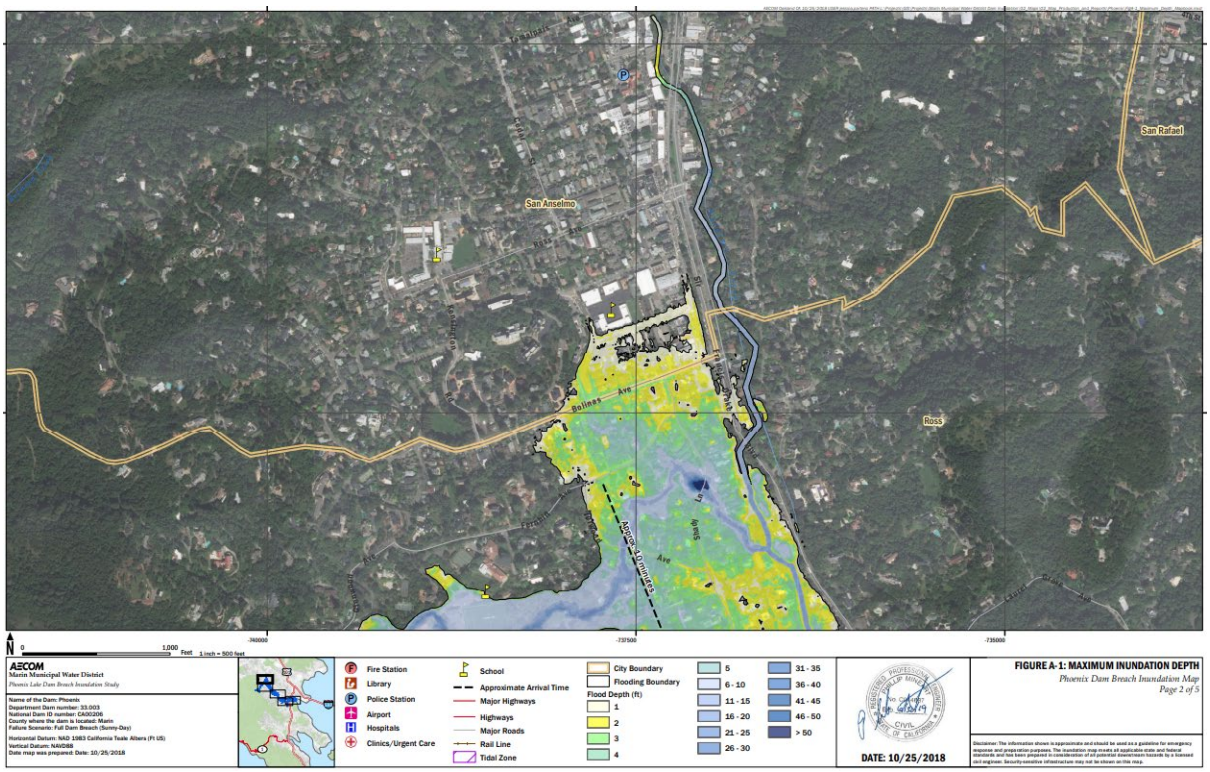


Figure 525: Phoenix Lake Dam Inundation Area – San Anselmo
Source: California Department of Water Resources

There is no record of a failure of any regulated dam located in the Marin County OA. On December 29, 2022, Phoenix Lake hit capacity after recent rains and the dam saw some spillover with no impacts.

Climate Change and Future Development Considerations

Most dams in the United States are aging and are at significant risk from increased storm events as a result of climate change. The average dam age in the United States is 60 years, and more than 8,000 dams in the United States including the Phoenix Lake Dam are over 90 years old. More than 200 U.S. dams have failed in bad weather since 2000. As the climate warms, rain events are predicted to become more intense. An increase in rainfall and runoff as a result of climate change will increase the potential for higher water levels in reservoirs across the Marin County OA, placing increased stress on its dams and increasing the potential for a dam failure. As development increases in the populated areas of the Marin County OA downstream of its dams, particularly in the inundation area of the Phoenix Lake Dam, the potential for significant impacts to residents and infrastructure will only increase. This area includes part of San Anselmo. Future development along San Anselmo Creek in and near downtown could expose additional people and structures to risk of a dam failure.

2.2.2 Debris Flows

For the purposes of the Marin County OA MJHMP, debris flows are classified as landslides (including rockslides) and mud flows.

A landside is the breaking away and gravity-driven downward movement of hill slope materials, which can travel at speeds ranging from fractions of an inch per year to tens of miles per hour

depending on the slope steepness and water content of the rock/soil mass. Landslides range from the size of an automobile to a mile or more in length and width and, due to their sheer weight and speed, can cause serious damage and loss of life. The rate of a landslide is affected by the type and extent of vegetation, slope angle, degree of water saturation, strength of the rocks, and the mass and thickness of the deposit. Some of the natural causes of this instability are earthquakes, weak materials, stream and coastal erosion, and heavy rainfall. In addition, certain human activities tend to make the earth materials less stable and increase the chance of ground failure. These activities include extensive irrigation, poor drainage or groundwater withdrawal, removal of stabilizing vegetation and over-steepening of slopes by undercutting them or overloading them with artificial fill. These activities can cause slope failure, which normally produce landslides.

Landslide material types are often broadly categorized as either rock or soil, or a combination of the two for complex movements. Rock refers to hard or firm bedrock that was intact and in place prior to slope movement. Soil, either residual or transported material, means unconsolidated particles. The distinction between rock and soil is most often based on interpretation of geomorphic characteristics within landslide deposits but can also be inferred from geologic characteristics of the parent material described on maps or in the field. Landslide movements are also based on the geomorphic expression of the landslide deposit and source area, and are categorized as falls, topples, spreads, slides, or flows. Falls are masses of soil or rock that dislodge from steep slopes and free fall. Topples move by the forward pivoting of a mass around an axis below the displaced mass. Lateral spreads move by horizontal extension and shear or tensile fractures. Slides displace masses of material along one or more discrete planes and can either be rotational or transitional. Flows mobilize as a deforming, viscous mass without a discrete failure plane.

Natural conditions that contribute to landslide include the following:

- Degree of slope
- Water (heavy rain, river flows, or wave action)
- Unconsolidated soil or soft rock and sediments
- Lack of vegetation (no stabilizing root structure)
- Previous wildfires and other forest disturbances
- Earthquake

In addition, many human activities tend to make the earth materials less stable and, thus, increase the chance of ground movement. Human activities contribute to soil instability through grading of steep slopes or overloading them with artificial fill, by extensive irrigation, construction of impermeable surfaces, excessive groundwater withdrawal, and removal of stabilizing vegetation.

Another hazard related to landslide and erosion is the fall of a detached mass of rock from a cliff or down a very steep slope (rockfall). Weathering and decomposition of geological materials produce conditions favorable to rockfalls. Other causes include ice wedging, root growth, or ground shaking (earthquake). Destructive landslides and rockfalls usually occur very suddenly with little or no warning time and are short in duration.

Landslides can cause high mortality and injuries from rapidly flowing water and debris. The most

common cause of death in a landslide is trauma or suffocation by entrapment. Broken power, water, gas or sewage pipes can also result in injury or illness in the population affected, such as water-borne diseases, electrocution or lacerations from falling debris. People affected by landslides can also have short- and long-term mental health effects due to loss of family, property, livestock or crops. Landslides can also greatly impact the health system and essential services, such as water, electricity or communication lines.

Landslide susceptibly can be characterized by looking at both slope class and rock strength. Landslide susceptibility classes express the generalization that on very low slopes, landslide susceptibility is low even in weak rock, and that landslide susceptibility increases with slope and in weaker rocks. Very high landslide susceptibility includes very steep slopes in hard rocks and moderate to very steep slopes in weak rocks. Figure 20 shows landslide susceptibility classes.

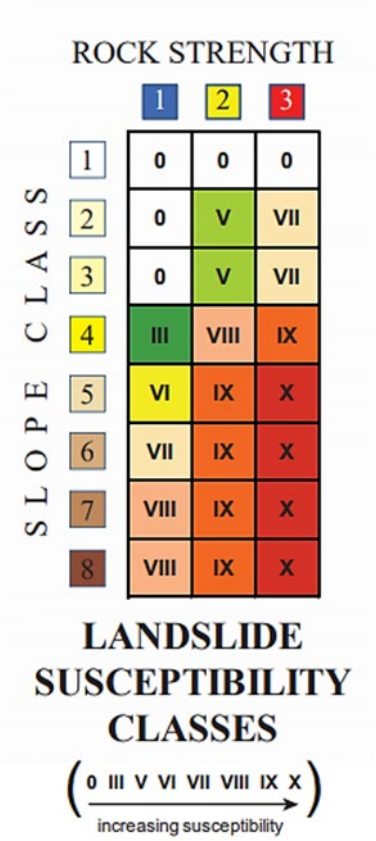


Figure 526: Landslide Susceptibility Classes
Source: USGS

A mud flow is a general term for a mass-movement landform and process characterized by a flowing mass of fine-grained earth material with a high degree of fluidity. Heavy rainfall, snowmelt, or high levels of groundwater flowing through cracked bedrock may trigger a movement of soil or sediments. Floods and debris flows may also occur when strong rains on hill or mountain slopes cause extensive erosion and/or what is known as "channel scour". Some broad mud flows are rather viscous and therefore slow; others begin very quickly and continue like an avalanche. Mud flows are composed of at least 50% silt and clay-sized materials and up to 30% water.

The point where a muddy material begins to flow depends on its grain size and the water content. Fine grainy material or soil has a smaller friction angle than a coarse sediment or a debris flow, but falling rock pieces can trigger a material flow, too. When a mud flow occurs it is given four named areas, the 'main scarp', in bigger mud flows the 'upper and lower shelves', and the 'toe'. See Figure 21 for the typical areas of a mud flow, with shelves (right) and without (left). The main scarp will be the original area of incidence, the toe is the last affected area(s). The upper and lower shelves are located wherever there is a large dip (due to mountain or natural drop) in the mud flow's path. A mud flow can have many shelves.

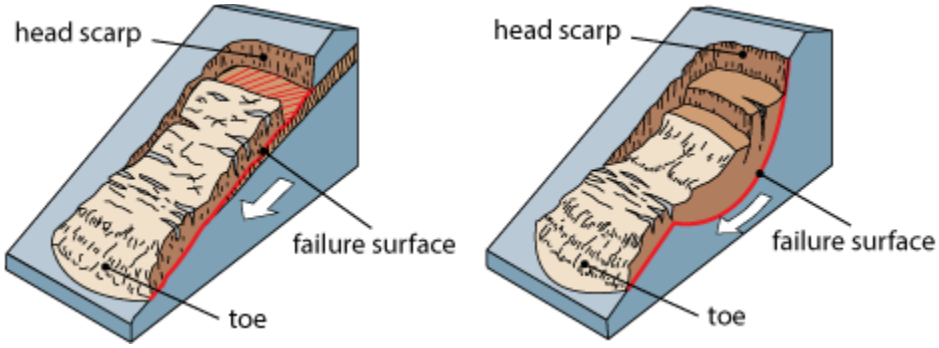


Figure 527: Mud Flow Areas
Source: Washington Department of Natural Resources

If large enough, mud flows can devastate villages and country-sides. Mud flows are common in mountain areas prone to wildfire, where they have destroyed many homes built on hillsides without sufficient support after fires destroy vegetation holding the land. The area most generally recognized as being at risk of a dangerous mud flow are:

- Areas where wildfires or human modification of the land have destroyed vegetation
- Areas where landslides have occurred before
- Steep slopes and areas at the bottom of slopes or canyons
- Slopes that have been altered for construction of buildings and roads
- Channels along streams and rivers
- Areas where surface runoff is directed

A landslide in San Anselmo would most likely occur on the northern and southern sides of the Town where the terrain is steeper and is more susceptible to movement of hill slope materials. This area of San Anselmo is primarily residential and consists of numerous winding streets and hillside homes that could be damaged or destroyed by a landslide. The Ross Valley Fire Staton #20, Brookside Elementary School, the Irene M. Hunt School and the San Anselmo Montessori School lie in a landslide susceptibility area. Most of the main commercial area of San Anselmo lies outside a landslide susceptibility area though several businesses along both Sir Francis Drake Boulevard and Red Hill Avenue near Red Hill have some susceptibility to a landslide.

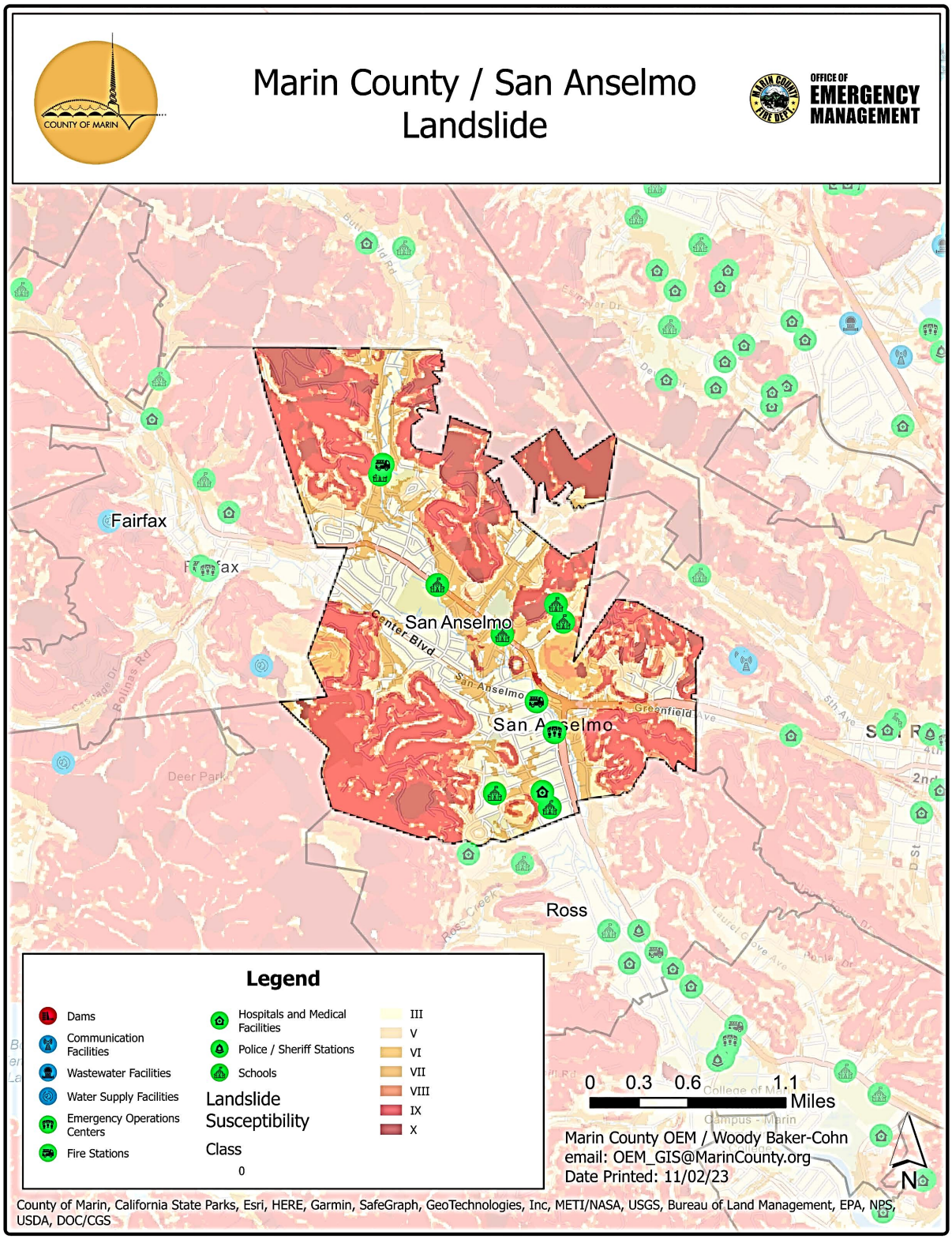


Figure 528: Town of San Anselmo Debris Flow Critical Facilities and Infrastructure
Source: Marin County OEM

A landslide having major impacts on any of the roads in this area could affect the ability of residents to reach their homes. An earthquake has the potential to cause landslides throughout this area. A wildfire and subsequent rain event in any of the open space to the east and west of San Anselmo, including Bald Hill Open Space Preserve, Hawthorne Canyon Open Space Preserve, Faude Open Space Park, Sorich Park and Red Hill could potentially contribute to debris flows in San Anselmo. San Anselmo Creek flows from the Mount Tamalpais watershed into San Anselmo and could potentially contribute to a debris flow that could impact bridges, residences and other structures in the Town, affecting ingress and egress to residential areas.

San Anselmo declared a state of emergency in 1958 from damage caused by heavy rains when homes were in danger of sliding into the creek on Forest Avenue.

On 1/3–1/5/1982, a severe storm caused numerous landslides across the Town, isolating several areas and blocking access roads. Six houses were destroyed by mudslides and phone and electricity was out.

On March 27, 2011, approximately five inches of rain fell within a 50-minute period in San Anselmo and there were five landslides.

On 2/12-2/14/2019, a series of storms caused two landslides. One of the landslides occurred between Summit Road and Francis Avenue, damaging a retaining wall which resulted in $250,000 in damages. A slide on Francis Drake Boulevard at a cactus nursery carried part of the nursery fence along with some power lines down toward San Anselmo Creek.

Climate Change and Future Development Considerations

Extreme storm events and more frequent wildfires as a result of climate change have the potential to increase the amount and severity of landslides, including disastrous debris flows. Climate change is leading to more volatile precipitation patterns around the world with very dry stretches punctuated by storms that drop large amounts of rain in a short amount of time. Landslides in wetter regions of California, including the Marin County OA, move on average faster and farther downhill during rainy periods compared to drought years, according to a 2022 study by the American Geophysical Union (AGU)[33], showing the increased potential for landslides in the Marin County OA in rainy years. As development increases in the numerous canyons and around the many open spaces of the Marin County OA, the potential for significant impacts from a landslide and/or mudflow increases. Further development of the residential areas of San Anselmo that have a higher landslide susceptibility will expose more people and property to landslide risk. With increased wildfire potential as a result of climate change, more residents around San Anselmo could be susceptible to post-fire debris flows. This includes areas around San Anselmo Creek and Sleepy Hollow Creek. Future development should take into account the movement of mud and debris in waterways after a major rain event. Adequate space adjacent to susceptible waterways should be maintained free of development to allow for the passage of mud and debris, and catchment basins should be built in these areas to help capture any excess mud and debris.

[33] Landslide Sensitivity and Response to Precipitation Changes in Wet and Dry Climates. https://agupubs.onlinelibrary.wiley.com/doi/10.1029/2022GL099499

2.2.3 DROUGHT

A drought is a deficiency in precipitation over an extended period, usually a season or more, resulting in a water shortage causing adverse impacts on vegetation, animals, and/or people. It is a normal recurrent feature of climate that occurs in virtually all climate zones, from very wet to very dry. Drought is a temporary aberration from normal climatic conditions and can thus vary significantly from one region to another. Droughts occur slowly, over a multi-year period, and it is often not obvious or easy to quantify when a drought begins and ends. Drought is a complex issue involving many factors—it occurs when a normal amount of moisture is not available to satisfy an area's usual water-consuming activities.

There are several types of drought which can often be defined regionally based on its effects:

- Meteorological drought is usually defined by a period of below average water supply, based on the degree of dryness (in comparison to normal or average) and the duration of the dry period. Drought onset generally occurs with a meteorological drought.
- Agricultural drought occurs when there is an inadequate water supply to meet the needs of the state's crops and other agricultural operations such as livestock. Agricultural drought links various characteristics of meteorological (or hydrological) drought to agricultural impacts, focusing on precipitation shortages, soil water deficits, reduced ground water or reservoir levels needed for irrigation.
- Hydrological drought is defined as deficiencies in surface and subsurface water supplies. It is generally measured as stream flow, snowpack, and as lake, reservoir, and groundwater levels. Hydrological drought usually occurs following periods of extended precipitation shortfalls.
- Socioeconomic drought occurs when a drought impacts health, well-being, and quality of life, or when a drought starts to have an adverse economic impact on a region.

Drought can occur in all areas of San Anselmo, though it's effects would be most felt in the mountainous areas to the north and south where the risk of wildfire would increase. Dry trees in public spaces like the Bald Hill Open Space Preserve, Hawthorne Canyon Open Space Preserve, Faude Open Space Park, Sorich Park and Red Hill can become a safety hazard to the public due to falling limbs or the toppling of the tree itself.

The Town of San Anselmo has experienced four droughts since rainfall records began: 1920s, 1970s, 1980s and 2012-2017. Historically, the Marin Municipal Water District (MMWD) which serves San Anselmo has been able to meet demands during periods of extreme drought with a combination of rationing, conservation, and increased purchases of imported water supply from the Sonoma County Water Agency (SCWA). There is a probability of future drought events. In the future as the climate changes, less frequent, more intense storms are expected; these storms have an increased potential to cause flooding. Additionally, with less frequent and more intense storms, there will likely also be extended dry periods.

Since there is no agriculture in San Anselmo and zoning precludes agricultural uses, prolonged periods of drought do not cause crop losses in the town. Lack of water affects the Town creeks, groundwater supply, threatened species (Steelhead), and the Town's ability to suppress

wildfires. A drought may result in dry vegetation in San Anselmo that is susceptible to ignition and wildfires.

Drought is anticipated to cause loss of landscaping. The Town does not have means to measure the cost of this loss to the community or its economic base. The San Anselmo Town Hall, Memorial Park, and a popular private park in the downtown area have natural grass lawns and fields that could be impacted by severe water rationing that includes public facilities. Renovating the Memorial Park turf and irrigation is currently estimated at approximately $700,000. Town median landscaping may also be damaged by severe water.

Climate Change and Future Development Considerations

Climate change increases the odds of worsening drought. Warmer temperatures enhance evaporation, which reduces surface water and dries out soils and vegetation. This makes periods with low precipitation in the summer drier than they would be in cooler conditions. Climate also alters the timing of water availability as warmer winter temperatures cause less precipitation to fall. During droughts, communities in the Marin County OA including San Anselmo may have limited access to water for household use, including drinking, cooking, cleaning, and watering plants, as well as for agriculture, transportation, and power generation. Drought may lead to higher water costs, rationing, or even the decimation of important water sources like wells in the Marin County OA. As more people move into the Marin County OA and the San Anselmo, additional strain will be placed on the OA's water supply. Drought can affect livestock and crops in the Marin County OA, impacting its economy. Drought can increase the occurrence and severity of wildfires and tree mortality in the Marin County OA including in the open spaces in and around San Anselmo. Impacts to residents and infrastructure from wildfire as a result of drought will increase as more development occurs in the mountainous areas of the Marin County OA including San Anselmo where wildfires are more likely to occur. Future development in this area and in the mountainous areas of San Anselmo could expose people to drier summer conditions that could increase their vulnerability to wildfire. Drought also increases the amount of carbon dioxide in the atmosphere, including by decreasing land productivity, which reduces the amount of vegetation storing carbon dioxide. In addition, increases in drought-related wildfire and soil erosion can release carbon dioxide sequestered in trees and plants back into the atmosphere. This will only worsen climate change for the Marin County OA into the future. When considering future development, the Marin County OA including San Anselmo can help prepare for both future droughts and climate change by practicing and promoting water conservation and enhancing water efficiency throughout landscapes, city plans, and water infrastructure. The Marin County OA can also identify alternative water supplies, create drought emergency plans, and encourage farmers to plant drought-resistant crops.

2.2.4 EARTHQUAKE

Earthquakes are sudden rolling or shaking events caused by movement under the earth's surface. Earthquakes happen along cracks in the earth's surface, called fault lines, and can be felt over large areas, although they usually last less than one minute.

The amount of energy released during an earthquake is usually expressed as a magnitude and is currently measured by seismologists on the Moment Magnitude (Mw Scale). The Mw Scale was developed to succeed the previously used Richter Scale and is measured on a scale of zero to ten with increasing values reflecting increasing intensity.

The other commonly used measure of earthquake severity is intensity, which is an expression of the amount of shaking at any given location on the ground service. Intensity is most commonly measured on the Modified Mercalli Intensity (MMI) Scale (see Figure 23).

Intensity	Shaking	Description/Damage
I	Not felt	Not felt except by a very few under especially favorable conditions.
II	Weak	Felt only by a few persons at rest,especially on upper floors of buildings.
III	Weak	Felt quite noticeably by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Duration estimated.
IV	Light	Felt indoors by many, outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building. Standing motor cars rocked noticeably.
V	Moderate	Felt by nearly everyone; many awakened. Some dishes, windows broken. Unstable objects overturned. Pendulum clocks may stop.
VI	Strong	Felt by all, many frightened. Some heavy furniture moved; a few instances of fallen plaster. Damage slight.
VII	Very strong	Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken.
VIII	Severe	Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned.
IX	Violent	Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations.
X	Extreme	Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent.

Figure 529: Modified Mercalli Intensity Scale
Source: USGS

Figure 24 gives intensities (measured on the MMI scale) that are typically observed at locations near the epicenter or earthquakes of different magnitudes.

Richter Magnitude Scale	Typical Maximum Modified Mercalli Intensity Scale
1.0 – 2.9	I
3.0 – 3.9	II – III
4.0 – 4.9	IV – V
5.0 – 5.9	VI – VII
6.0 – 6.9	VII – IX
7.0 or higher	VIII or higher

Figure 530: Mercalli Scale vs. Magnitude
Source: USGS

The extent of ground shaking also depends in large part on how soft the underlying soil is. Soft soils amplify ground shaking (see Figure 25). This was observed during the 1989 Loma Prieta Earthquake when the most significant damages experienced in San Francisco were in the Marina District, which was built on fill.

Soil type A	Vs > 1500 m/sec	Includes unweathered intrusive igneous rock. Occurs infrequently in the bay area. We consider it with type B (both A and B are represented by the color blue on the map). Soil types A and B do not contribute greatly to shaking amplification.
Soil type B	1500 m/sec > Vs > 750 m/sec	Includes volcanics, most Mesozoic bedrock, and some Franciscan bedrock. (Mesozoic rocks are between 245 and 64 million years old. The Franciscan Complex is a Mesozoic unit that is common in the Bay Area.)
Soil Type C	750 m/sec > Vs > 350 m/sec	Includes some Quaternary (less than 1.8 million years old) sands, sandstones and mudstones, some Upper Tertiary (1.8 to 24 million years old) sandstones, mudstones and limestone, some Lower Tertiary (24 to 64 million years old) mudstones and sandstones, and Franciscan melange and serpentinite.
Soil Type D	350 m/sec > Vs > 200 m/sec	Includes some Quaternary muds, sands, gravels, silts and mud. Significant amplification of shaking by these soils is generally expected.
Soil Type E	200 m/sec > Vs	Includes water-saturated mud and artificial fill. The strongest amplification of shaking due is expected for this soil type.

Figure 531: Soil Types
Source: USGS

An earthquake fault is defined as “a fracture or fracture zone in the earth’s crust along which there has been displacement of the sides relative to one another.” For the purpose of planning there are two types of faults, active and inactive. Active faults have experienced displacement in historic time, suggesting that future displacement may be expected. Inactive faults show no evidence of movement in recent geologic time, suggesting that these faults are dormant.

Two types of fault movement represent possible hazards to structures in the immediate vicinity of the fault: fault creep and sudden fault displacement. Fault creep, a slow movement of one side of a fault relative to the other, can cause cracking and buckling of sidewalks and foundations even without perceptible ground shaking. Sudden fault displacement occurs during an earthquake event and may result in the collapse of buildings or other structures that are found along the fault zone when fault displacement exceeds an inch or two. The only protection against damage caused directly by fault displacement is to prohibit construction in the fault zone.

An earthquake could occur anywhere in and around San Anselmo due to the number of active faults within and near the Marin County OA.

Earthquake Shake Intensity

The colors on Figures 26 and 27 represent the level of ground shaking intensity of a potential future earthquake. The result is expressed as the level of ground shaking (**expressed as a percentage of gravity**) that on average occurs every 500 years.

This map shows the expected relative intensity of ground shaking and damage in California from anticipated future earthquakes. The shaking potential is calculated as the level of ground motion that has a 2% chance of being exceeded in 50 years, which is the same as the level of ground-shaking with about a 2500 year average repeat time. The relatively long-period (1.0 second) earthquake shaking is shown here. Long period-shaking affects tall, relatively flexible buildings, but also correlates well with overall earthquake damage.

Earthquake Shaking Potential Maps for California depict expected intermediate period (1s or 1hz) ground motions with 2% exceedance probability in 50 years.

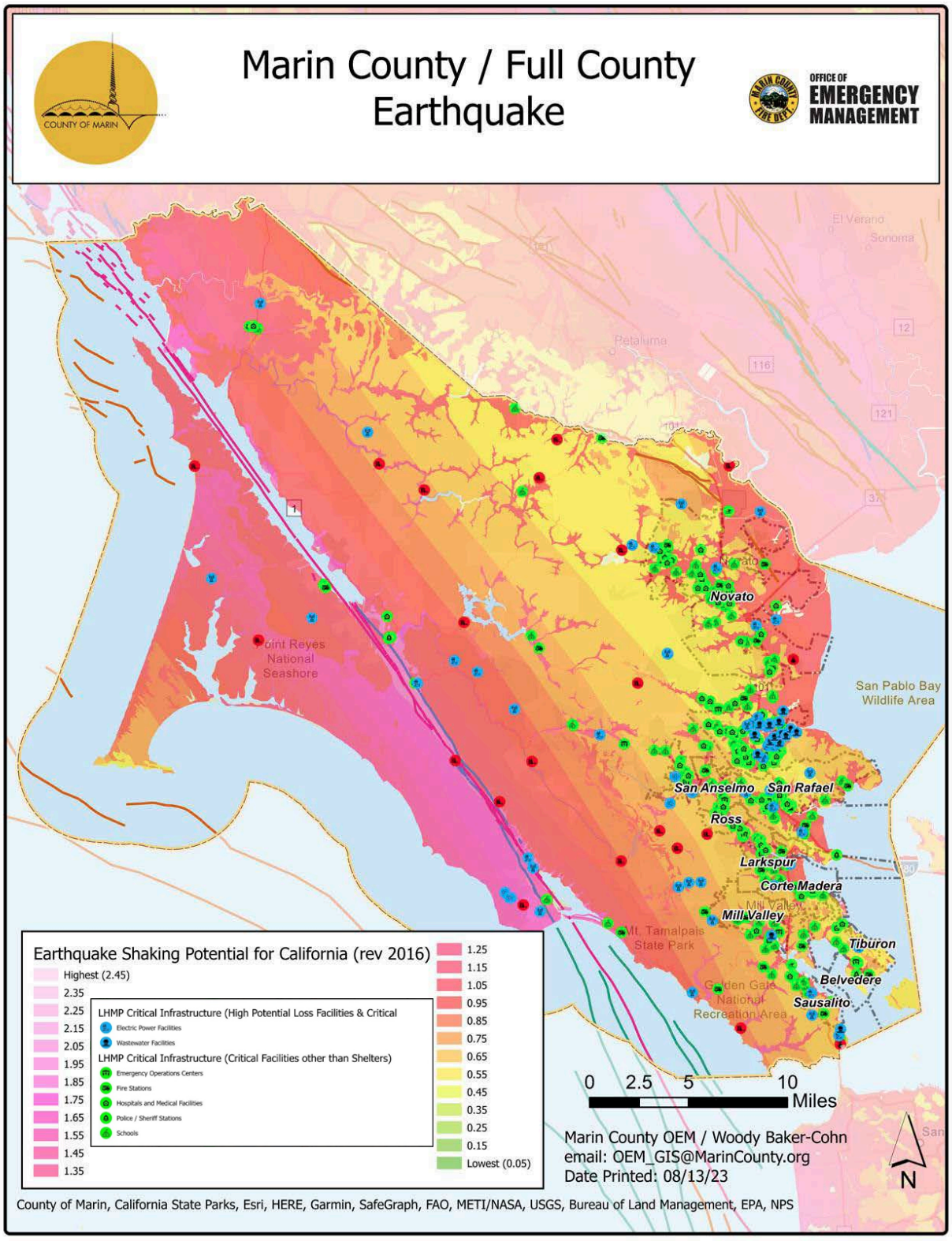


Figure 532: County of Marin Earthquake Impact and Fault Lines
Source: Marin County OEM

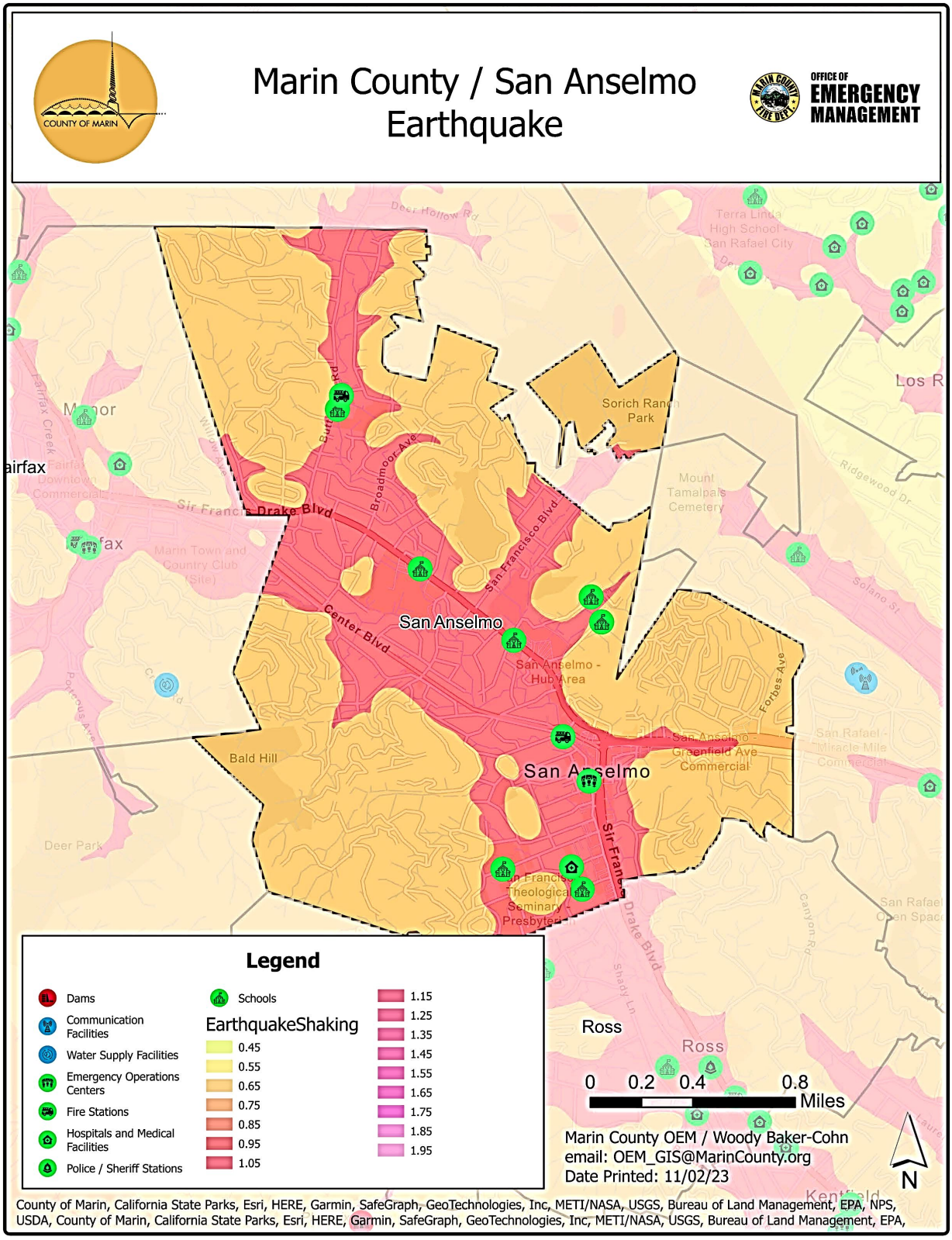


Figure 533: Town of San Anselmo Earthquake Critical Facilities and Infrastructure
Source: Marin County OEM

San Anselmo is near several active faults that have the potential to cause earthquakes that would be a hazard for the Town. The San Andreas Fault runs north and south in the western side of the Marin County OA, approximately 8 miles southwest from San Anselmo. The San Andreas Fault is considered capable of generating a magnitude 8.0 earthquake. The northern section of the Hayward fault is less than 10 miles northeast of San Anselmo. The entire Hayward fault may generate magnitude 7.2 and 7.4 earthquakes. The Rodgers Creek fault is less than fifteen miles northeast of San Anselmo and may generate a magnitude 7.0 earthquake. The San Gregorio fault is less than 10 miles south of San Anselmo and may generate a magnitude 7.3 earthquake. Areas in Town, primarily the low-lying areas adjacent to the San Anselmo Creek and along the Town's main thoroughfares, have a "moderate" liquefaction susceptibility and could be more susceptible to an earthquake. All of the Town's critical facilities including its schools, nursing facilities, fire stations, Emergency Operations Center, Town Hall lie in an area of moderate vulnerability to shaking from an earthquake. Hundreds of homes and dozens of businesses, including the main commercial area of town, lie in this area. Hundreds more homes lie in an area of lower earthquake shaking susceptibility.

Additional vulnerable structures in town include bridges and older buildings that have not undergone major seismic retrofitting. Utility infrastructure throughout the Town could be impacted by an earthquake. Many multifamily apartment buildings were constructed in San Anselmo in the 1950's and 1960's that may be considered "soft story" structures. San Anselmo has not yet completed a soft story inventory or implemented a retrofit program. Typical damage to pre-1940 single-family homes include the wood frame coming off its foundation, racking of the cripple walls, the foundation itself cracking, or the chimney breaking at the roof line. A typical problem with houses built during this era is the connection between the wood frame and the foundation. These houses often lack steel bolts or any other type of "tie-down" between the foundation and the wood frame. Since these houses were built before the widespread use of plywood, they also typically lack appropriate shear reinforcing of the cripple walls (the walls between the top of the foundation and the floor diaphragm). Finally, steel reinforcing is often not found in the foundation of these houses or their chimneys. Some of these older houses may have brick foundations with weakly cemented joints. Typical building damage to post-1940 houses does not present widespread problems with foundation anchorage and foundation reinforcing. However, there often is a lack of proper reinforcement of the masonry chimneys. A significant number of post-1940 dwellings may suffer some type of chimney damage. The second major source of damage is damage (or even collapse) of garages with living area above in two-story or split-level homes due to long spans over the garages.

The San Anselmo Building Department completed an inventory of masonry buildings and stone buildings in 2006. All 18 masonry and 3 stone buildings have been reinforced. According to a former building department employee, the San Anselmo Town Hall was constructed in 1911 and renovated in 1976 and 2006. It is a wood building in good condition. Fire station #19 was constructed in 1976 and renovated in 2009-2011; it is also in good condition and not in need of retrofits or upgrades. Fire station #20 was constructed in 1961 and is in satisfactory condition. The Town Corporation yard buildings are metal framed, constructed in 2002, and in good condition.

A major earthquake event could result in deaths, injuries, property and environmental damage, and disruption of normal government and community services. Hospitals outside of the Town may be impacted by an earthquake. Telephone systems could be affected by system failure, overloads and loss of electrical power. Natural gas leaks pose a fire threat and breaks in the system could affect service to the Town. Water sources could be compromised due to damage to treatment plants, pump stations and/or the pipelines that distribute potable water.

Liquefaction-related damage to water supply pipelines could impair fire suppression, leaving the Town vulnerable to a large fire. Sewage collection systems throughout the Marin County OA may sustain widespread damage if ground movement damages mains or pipelines. Electricity may be interrupted. Landslides may occur. Bridges and roads may be closed because of damage. An earthquake may also result in dam failure. Liquefaction of creeks during the winter storm season could exacerbate flood hazards. The Town may experience road closures from liquefaction, earthquake-triggered landslides, shaking damage to bridges as well as indirect causes of closures such as building damage, hazmat releases, and utility pipeline breaks and fallen trees. The Town of San Anselmo will be affected by the regional impacts of regional transportation disruption, particularly closure of the Golden Gate Bridge. Earthquakes could also cause landslides in the areas around San Anselmo with steeper terrain, causing damage to homes and roads as a result of shifting soils.

San Anselmo hasn't yet experienced a significant earthquake. The Marin County OA was sparsely populated at the time of the 1906 San Francisco Earthquake, and the effects across San Anselmo the County were relatively minimal. Likewise, the 1989 Loma Prieta Earthquake caused minimal impacts as the epicenter of the quake was further south in Santa Cruz County. Smaller earthquakes with minimal to no impacts are routinely felt in San Anselmo.

Climate Change and Future Development Considerations

There is no direct link between climate change and seismic activity that could impact the Marin County OA including San Anselmo, so climate change is not expected to cause any changes to the frequency or intensity of seismic shaking. According to a 2018 study by the Institute of Physics (IOP)[34], climate change could result in "isostatic rebounds," or a sudden upward movement of the crust because of reduced downward weight caused by glaciers. As glaciers are known to melt when overall global temperatures increase, climate change could indirectly lead to an increase in seismicity in the Marin County OA including San Anselmo. Climate change could also impact earthquakes felt in the Marin County OA as droughts can further deteriorate existing fault lines and pumping groundwater can put further pressure on the earth's crust. Future development in the populated areas of Marin County OA where seismic shaking and subsidence are more prevalent could exacerbate the impacts of an earthquake. This includes the lowlands of San Anselmo downtown and along its creek beds, where the risk of subsidence and subsequent earthquake shaking are higher. Future development in these areas could expose more people and infrastructure to earthquake shaking as a result of climate change.

2.2.5 FLOODING

Flooding is the rising and overflowing of a body of water onto normally dry land. Floods are among the costliest natural disasters in terms of human hardship and economic loss nationwide. The area adjacent to a channel is the floodplain. Floodplains are illustrated on inundation maps, which show areas of potential flooding and water depths. In its common usage, the floodplain most often refers to that area that is inundated by the 100-year flood, the flood that has a one percent chance in any given year of being equaled or exceeded. The 100-year flood is the national minimum standard to which communities regulate their floodplains through the National Flood Insurance Program. The 200-year flood is one that has 0.5% chance of being equaled or

[34] An Enhanced Seismic Activity Observed Due to Climate Change: Preliminary Results from Alaska. https://iopscience.iop.org/article/10.1088/1755-1315/167/1/012018

exceeded each year. The 500-year flood is the flood that has a 0.2 percent chance of being equaled or exceeded in any given year. The potential for flooding can change and increase through various land use changes and changes to land surface, which result in a change to the floodplain. A change in environment can create localized flooding problems inside and outside of natural floodplains by altering or confining natural drainage channels. These changes are most often created by human activity such as construction of bridges or channels. In areas where flow contains high sediment load, such as Easkoot Creek in Stinson Beach (due to an active landslide upstream), the flow carrying capacity of the channel may be reduced dramatically during a single flood event. Coastal floodplains may also change over time as waves and currents alter the coastline (especially wetlands) and sea levels rise.

Flooding can occur in several ways:

Riverine flooding – Riverine flooding, defined as when a watercourse exceeds its "bank-full" capacity, generally resulting from prolonged rainfall, or rainfall that is combined with snowmelt and/or already saturated soils from previous rain events. This type of flood occurs in river systems whose tributaries may drain large geographic areas and include one or more independent river basins. The onset and duration of riverine floods may vary from a few hours to many days and is often characterized by high peak flows combined with a large volume of runoff. Factors that directly affect the amount of flood runoff include precipitation amount, intensity of rainfall and distribution of overland flow, the amount of soil moisture, seasonal variation in vegetation, snow depth, and water-resistance of the surface due to urbanization and geomorphology. In the Marin County OA, riverine flooding can occur anytime from November through April and is largely caused by intense and continued rains, sometimes combined with snowmelt, increased discharges from upstream dams, and intense flow from tributary streams. These intense storms can overwhelm the local waterways as well as the integrity of flood control structures such as culverts and bridges. Flooding is more severe when antecedent rainfall has resulted in saturated soil conditions. The warning time associated with slow rise riverine floods assists in life and property protection.

Flash flooding – Flash flooding describes localized floods of great volume and short duration. This type of flood usually results from a heavy rainfall on a relatively small drainage area. Precipitation of this sort usually occurs in the winter and spring. Flash floods often require immediate evacuation within the hour and thus early threat identification and warning is critical for saving lives.

Localized/Stormwater flooding – Localized flooding problems are often caused by flash flooding, severe weather, or an unusual amount of intense rainfall. Flooding from these intense weather events usually occurs in areas experiencing an increase in runoff from impervious surfaces associated with development and urbanization as well as inadequate storm drainage systems.

Tidal flooding – Tidal flooding develops when high tides exceed either the top of bank elevation of tidal sloughs and channels, or the crest of bay levees. An especially high tide event that occurs during alignment of the gravitational pull between the sun and the moon, causing tidal water levels to rise to higher-than normal levels. King tides are normal, predictable events that occur semi-annually during winter months. Typically storms in which high tides coincide with peak stormwater flow may be damaging to municipal infrastructure and private property.

The area is also at risk of flooding resulting from levee failures and dam failures. Dam failure flooding is discussed separately in the Dam Failure Section of this document; levee failure flooding is discussed separately in the Levee Failure Section of this document. Regardless of the type of flood, the cause is often the result of severe weather and excessive rainfall, either in the flood area or upstream reach.

A weather pattern called the "Atmospheric River" contributes to the flooding potential of the area. An Atmospheric River brings warm air and rain to the West. A relatively common weather pattern brings southwest winds to the Pacific Northwest or California, along with warm, moist air. The moisture sometimes produces many days of heavy rain, which can cause soil saturation, extensive flooding and other impacts such as landslides. The warm air also can melt the snowpack in the mountains, which further aggravates the flooding potential. In the colder parts of the year, the warm air can be cooled enough to produce heavy, upslope snow as it rises into the higher elevations of the Sierra Nevada or Cascades. Forecasters and others on the West Coast often used to refer to this warm, moist air as the "Pineapple Express" because it comes from around Hawaii where pineapples are grown.

A diagram of an atmospheric river event is shown in Figure 28.

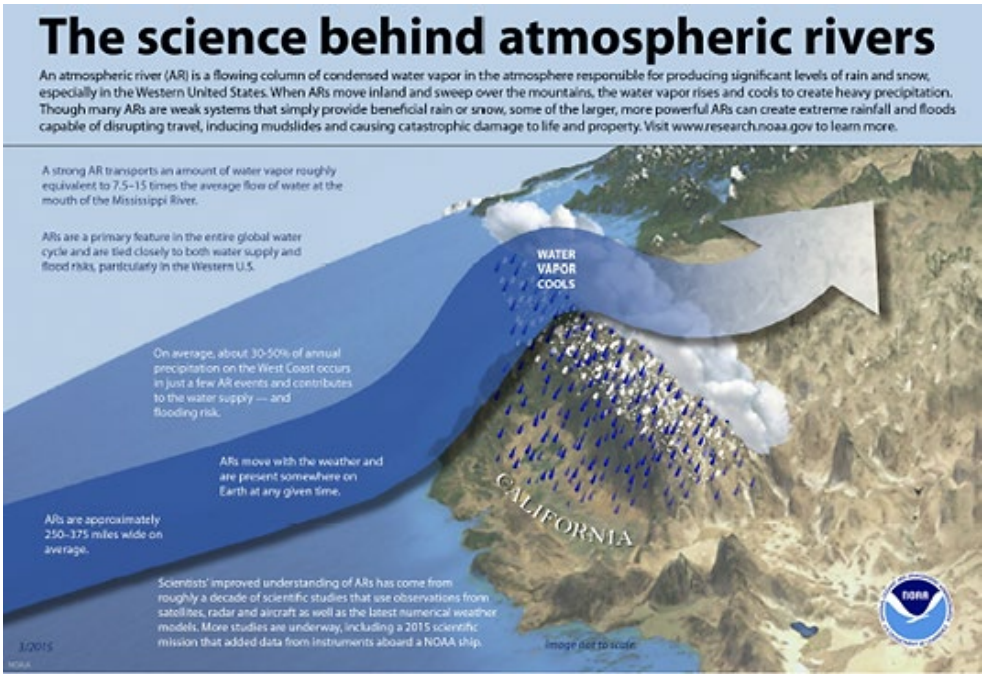


Figure 534: Diagram of an Atmospheric River Event
Source: NOAA

The Marin County OA is susceptible to various types of flood events. In coastal areas, flooding may occur when strong winds or tides result in a surge of seawater into areas that are above the normal high tide line. Other types of flooding in Marin include isolated ponding and stormwater overflow. Isolated ponding is when pools form on the ground and can occur in any area that doesn't drain effectively – for example, in a natural depression in the landscape. Stormwater overflow is when storm drains back up. Stormwater drainage systems quickly convey rainwater through underground pipes to creeks and the Bay. When the stormdrains are obstructed or broken or when the water bodies to which they lead to are already full, water

backs up onto the streets. Although stormwater overflow and isolated ponding also occur throughout the County, the effects are typically not widespread or significantly damaging.

Flooding in San Anselmo generally results from creek flooding, and downtown San Anselmo will often flood in high rain events. San Anselmo is not located along the Coast and would not experience coastal flooding. San Anselmo is subject to periodic flooding from San Anselmo and Sleepy Hollow Creeks. The low-lying areas of San Anselmo and its neighboring communities have experienced widespread flooding throughout history as creeks overflow their banks. Ross Valley, where San Anselmo is located, is naturally prone to flooding by its location, geologic and geomorphic setting: rainfall can be intense, soils are shallow with limited absorption capacity, slopes are steep, stream channels are entrenched and in many places narrow with relatively little storage capacity. The watershed has been altered from its natural condition and many sections of creeks and streams have been placed in culverts and the natural pattern of runoff has been changed. During prolonged and heavy storms the watershed can become saturated. If rainfall is sufficiently intense, heavy runoff can result in high flows exceeding the capacity of the creek in places where conveyance is constrained. Floodwaters escape the creek capacity and breach the creek bank in downtown San Anselmo. 'Localized' flooding also occurs in many places in San Anselmo and is exacerbated where the storm water drainage network has inadequate capacity for peak flows or is blocked from sediment, debris, or vegetation. Localized flooding is characterized by excessive ponding in the street, and overflow onto lower-lying residential properties even during 5-year storm events. Localized flooding can occur within or outside of the FEMA designated floodplain. One example of localized flooding within the floodplain is Bolinas Avenue, on the border with the Town of Ross. Because the historic flow path has been severed, ponding occurs in the street during most large storms. When regional flooding occurs water flows down San Anselmo Avenue and connects to Bolinas and Shady Lane. Severe winter storms can also be accompanied by hazards and destruction resulting from high winds. High winds knock down limbs or entire trees which subsequently damage power and utility lines, buildings, block streets, and even pose a direct risk to human safety.

Local flooding in San Anselmo is exacerbated where the storm water drainage network has inadequate capacity for peak flows. The 100-year floodplain extends primarily west of San Anselmo Creek up to 1,000 feet in some areas up to Center Boulevard and extending up to 500 feet along both sides of the Creek past Center Boulevard to the boundary of Fairfax. An area of the 100-year floodplain extends north of Sir Francis Drake Boulevard near Butterfield Road for several hundred feet. The 500-year floodplain occurs primarily along the 100-year floodplain fringe, extending up to 1,000 feet south of Center boulevard in the middle of town and several hundred feet north of Sir Francis Drake Boulevard through San Anselmo Memorial Park. There are hundreds of homes, all of the downtown commercial area of San Anselmo, the St. Anselmo School, the San Anselmo Town Hall, the San Anselmo Emergency Operations Center, both of the San Anselmo Fire Department stations, the Archie Williams High School and part of the Brookside Elementary School that lie in the 100-year floodplain. Part of Sir Francis Drake Boulevard and Center Boulevard also lie in the 100-year floodplain. The Chronos Academy and parts of Sir Francis Drake Boulevard and Center Boulevard lie in the 500-year floodplain.

The most flood-prone areas San Anselmo are west of Sir Francis Drake near downtown, and along Sleepy Hollow Creek from the confluence upstream to the Fire Station #20. Main breakout points are where man-made obstructions, such as retaining walls, bridges, and buildings obstruct the flow of water. The deepest and most widespread flooding occurs in the area around downtown San Anselmo. At its upstream extent, floodwater jumps the bank at Nokomis and Madrone Avenues and heads through properties and towards Sycamore Ave. As San Anselmo Creek enters downtown San Anselmo it is constricted by the series of Building Bridges

downstream of Bridge Avenue. The creek's capacity here is approximately 2,800cfs, which is approximately the discharge of the 20 percent annual chance flood When discharge exceeds this capacity, floodwaters overtop and escape the banks of the creek, flooding the downtown business and residential district. During large floods, these floodwaters eventually reach the floodplain in Ross where they continue to flow through the downtown business and residential district there before continuing farther downstream through the unincorporated community of Kentfield. Floodwaters return to the channel near the College of Marin in lower Kentfield.

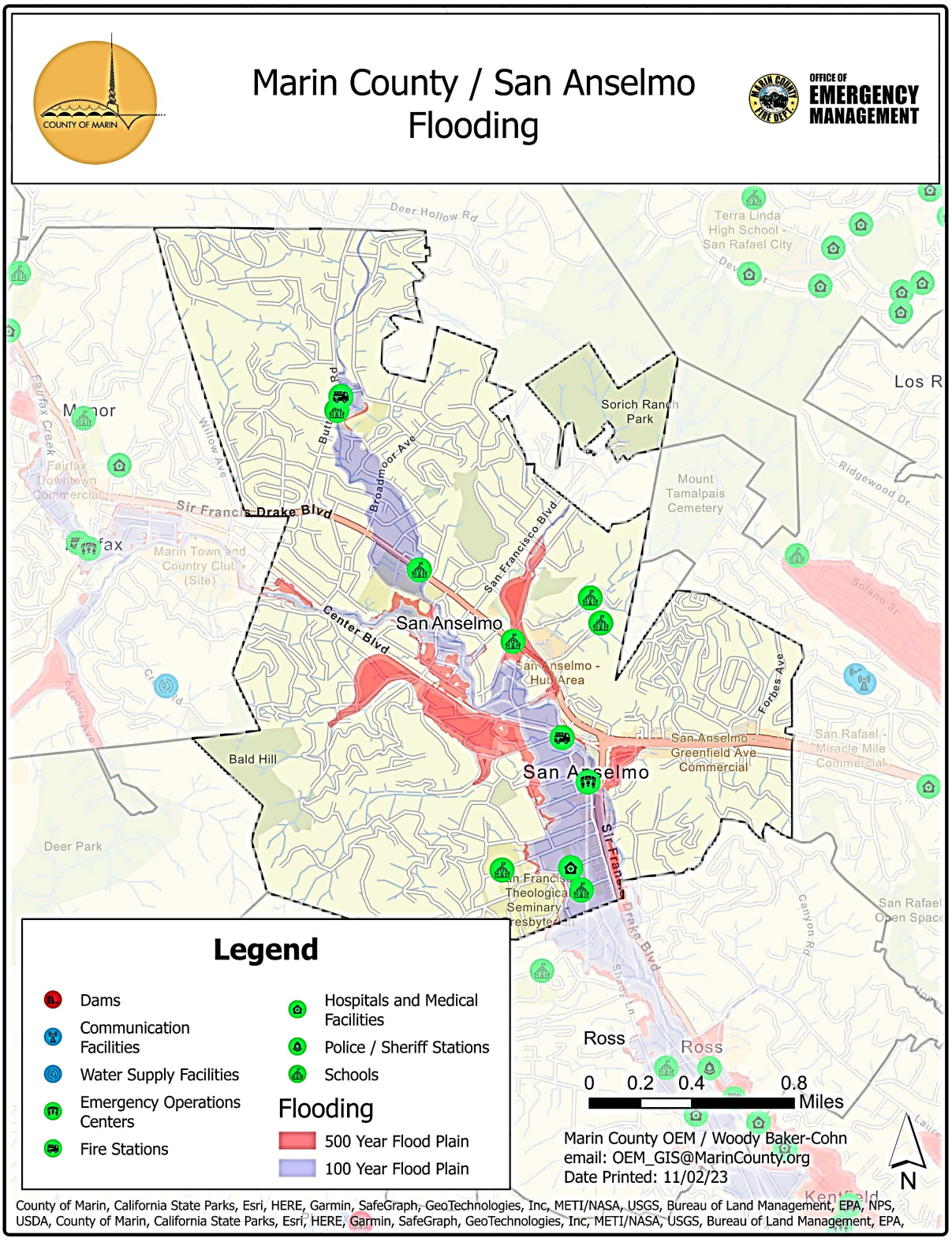


Figure 535: Town of San Anselmo Flooding Critical Facilities and Infrastructure
Source: Marin County OEM

Numerous businesses, residential neighborhoods, schools, churches, community centers, roads, and other critical facilities lie in this area and are susceptible to flooding. San Anselmo has approximately 60 structures within the Floodway and approximately 562 within Special Flood Hazard Areas. Table 17 shows the number of San Anselmo critical facilities by flood zone.

Table 17: Town of San Anselmo Critical Facilities by Flood Zone

	Category	Name	Address	Flood Zone
1.	Fire	Fire: Ross Valley Fire Department (RVY) / Station 19	777 San Anselmo Avenue San Anselmo, CA 94960	AE
2.	Fire	Fire: Ross Valley Fire Department (RVY) / Station 20	150 Butterfield Road San Anselmo, CA 94960	AE
3.	Law	Central Marin Police	525 San Anselmo Avenue San Anselmo, CA 94960	AE
4.	Local Government	San Anselmo Town Hall	525 San Anselmo Avenue San Anselmo, CA 94960	AE
5.	Community Center	Isabel Cook Community Center (ICC)	1000 Sir Francis Drake Blvd. San Anselmo, CA 94960	X
6.	Library	San Anselmo Public Library	110 Tunstead Ave. San Anselmo, CA 94960	AE
7.	School	Brookside Elementary School	116 Butterfield Road San Anselmo, CA 94960	AE/X
8.	School	Wade Thomas Elementary School	150 Ross Avenue San Anselmo, CA 94960	X
9.	School	St. Anselmo School	40 Belle Avenue San Anselmo, CA 94960	AE
10.	School	Archie Williams High School	1327 Sir Francis Drake San Anselmo, CA 94960	AE/X
11.	School	Parkside Preschool and Daycare	1000 Sir Francis Drake Blvd. San Anselmo, CA 94960	X
12.	School	University of Redlands	105 Seminary Road San Anselmo, CA 94960	AE/X

Table 265: Town of San Anselmo Critical Facilities in the Flood Zones
Source: County of Marin/FEMA DFIRM

Floodwaters can be deep enough to drown people and move fast enough to sweep people and vehicles away, lift buildings off foundations, and carry debris that smashes into buildings and other property. Flood waters can cause significant erosion which can lead to slope instability, severely damaging transportation and utility infrastructure by undermining foundations or washing away pavement. If water levels rise high enough to get inside buildings, flooding can cause extensive damage to personal property and the structure itself. Flood events that develop very quickly are especially dangerous because there may be little advance warning. A failure of the Phoenix Lake Dam or a breach and/or overtopping of the levees along San Anselmo Creek could contribute to flooding in the lowland areas of San Anselmo.

Floods in the San Anselmo develop rapidly, generally within 24 to 36 hours after the beginning of the flood-producing storm but are short in duration. Flood conditions usually subside within 24 hours. Floods in San Anselmo usually occur during large storm events. Typical winter peak discharges have been measured below 3,500 cfs. The two most severe floods occurred in the winters of 1982 and 2005, with peak discharges of approximately 7,200 cfs and 6,800 cfs,

respectively. The 1982 flood was a 150-year event and the 2005 flood was approximately a 100-year event.

There is a long history of flooding in San Anselmo. The two most severe foods occurred in the winters of 1982 and 2005 (see below). Prior to establishment of the USGS stream flow gauging station in Ross on Corte Madera Creek in February 1951, flooding was reported in calendar years 1914, 1925, 1937, and 1942. Since the Ross gage has been in operation, flood flows have been recorded in 1951, 1955, 1958, 1967, 1969, 1970, 1982, 1983, 1986, 1994 (flooding was reported, but the stream flow gage was not in operation), and 2005. Town resolutions indicate a State flood relief was requested in 1957 and 1973. San Anselmo declared a local emergency for a flood of 3:00 a.m. on January 12, 1973. The flood in December 2005 - January 2006, was a federally declared disaster DR-1628. Seven inches of rain fell on the Ross Valley Watershed in the two weeks prior to the 2005 flood. Because of this near saturated condition, the earth had little or no capacity to absorb storm water on December 31, 2005. At 2:00 am on December 31, 2005, Corte Madera Creek was already at flood stage of 19 feet. The strongest part of the storm occurred from 3:00 am to 6:00 am. Flood waters topped the banks at Ross and San Anselmo creeks at the same time. The flood crested at 22.5 feet, 3.5 feet above flood stage at Ross.

In 2017, several rain events caused flooding in San Anselmo. On 2/7/2017, a powerful atmospheric river event caused flooding to several neighborhoods (see Figure 30.)



Figure 536: February 2017 Flood in San Anselmo
Source: Marin Independent Journal

December 2005 was the wettest December in San Anselmo in over 50 years. On 12/31/2005-1/1/2006, an atmospheric river event caused San Anselmo Creek to overflow its banks. More than four feet of water rushed down San Anselmo Avenue downtown. Town facilities include the police department, library, council chambers and fire department were damaged as well as 140 businesses and 290 homes. Damage was estimated at $30 million. The San Anselmo library lost around 1,000 books.



Figure 537: 2005 Flood in San Anselmo
Source: San Anselmo History Museum

On 1/3–1/5/1982, a severe storm caused serious flooding damage in San Anselmo. Floodwaters were three-four feet deep on San Anselmo Boulevard, essentially turning it into a river (see Figure 32.) All the commercial buildings in the downtown area suffered water damage, with damages estimated at $4 million. One house was destroyed, and thirty or more homes and thirty-forty businesses damaged. Utilities were out for several days and a curfew was enforced.



Figure 538: 1982 Flood in San Anselmo
Source: San Anselmo History Museum

Climate Change and Future Development Considerations

Climate change is expected to affect California's precipitation patterns, which are likely to influence future flood events. A 2017 study[35] found that the number of very intense precipitation days in California is projected to more than double by the end of the century, increasing 117 percent, making it likely that flood events will become more frequent in the Marin County OA including San Anselmo. Climate change is expected to alter rainfall patterns in Northern California, including the Marin County OA. As the climate warms, rain events are predicted to become more intense. The Marin County OA including San Anselmo will likely experience more

[35] Precipitation in a Warming World: Assessing Projected Hydro-Climate Changes in California and other Mediterranean Regaions. https://www.nature.com/articles/s41598-017-11285-y

rain inundation events that lead to flooding and increase the potential threat of dam and levee failure, tree mortality, and other potential hazards. Future development in these areas will expose more people and infrastructure to the effects of flooding. Development along San Anselmo Creek and Sleepy Hollow Creek would expose more people, structures and infrastructure including major roads to creek flooding as a result of climate change. Flooding in downtown San Anselmo would continue to worsen with climate change.

2.2.6 LAND SUBSIDENCE

Land subsidence is a gradual settling or sudden sinking of the Earth's surface owing to subsurface movement of earth materials. The principal causes are aquifer-system compaction, drainage of organic soils through groundwater pumping, underground mining, hydro-compaction, natural compaction, sinkholes, and thawing permafrost. More than 80 percent of the identified subsidence in the United States is a consequence of underground water exploitation. The increasing development of land and water resources threatens to exacerbate existing land-subsidence problems and initiate new ones.

Sinkholes can form in three primary ways. Dissolution sinkholes form when dissolution of the limestone or dolomite is most intensive where the water first contacts the rock surface. Aggressive dissolution also occurs where flow is focused in preexisting openings in the rock, such as along joints, fractures, and bedding planes, and in the zone of water-table fluctuation where groundwater is in contact with the atmosphere. See Figure 33 for a picture and description of how dissolution sinkholes form.

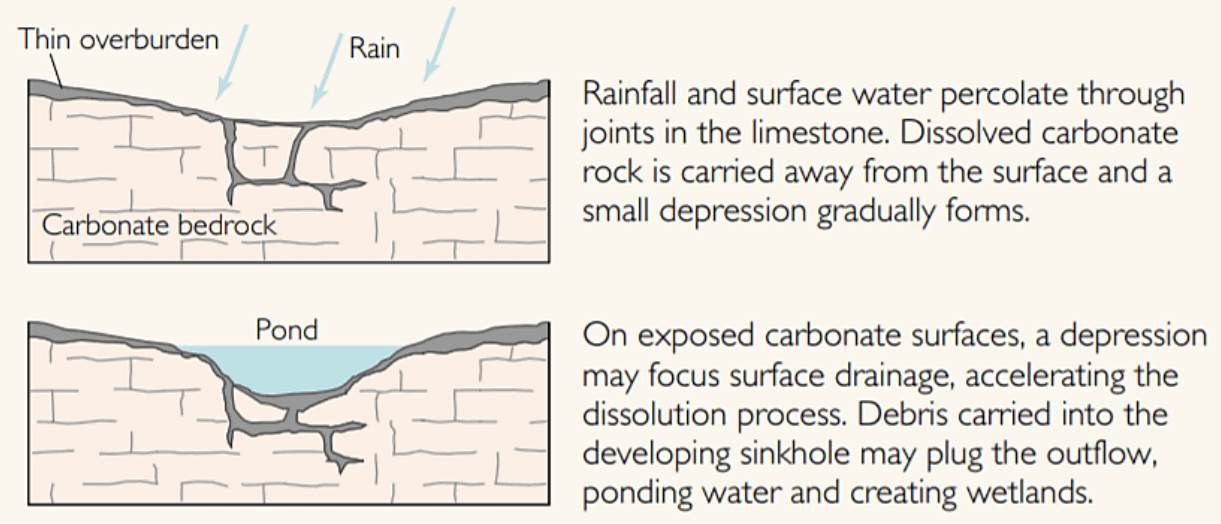


Figure 539: Dissolution Sinkhole Formation
Source: USGS

Cover-subsidence sinkholes tend to develop gradually where the covering sediments are permeable and contain sand. In areas where cover material is thicker, or sediments contain more clay, cover-subsidence sinkholes are relatively uncommon, are smaller, and may go undetected for long periods. See Figure 34 for a picture and description of how cover-subsidence sinkholes form.

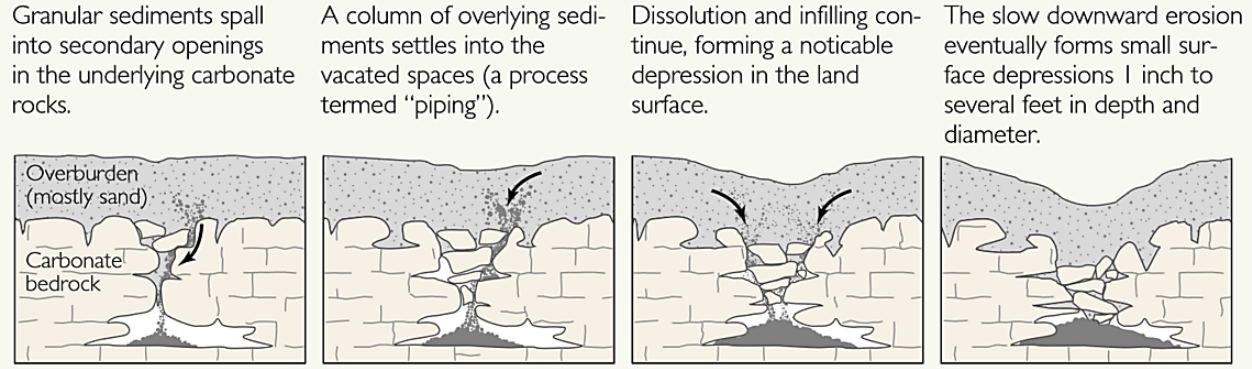


Figure 540: Cover-Subsidence Sinkhole Formation
Source: USGS

Cover-collapse sinkholes may develop abruptly over a period of hours and cause catastrophic damages. They occur where the covering sediments contain a significant amount of clay. Over time, surface drainage, erosion, and deposition of sediment transform the steep-walled sinkhole into a shallower bowl-shaped depression. See Figure 35 for a picture and description of how cover-collapse sinkholes form.

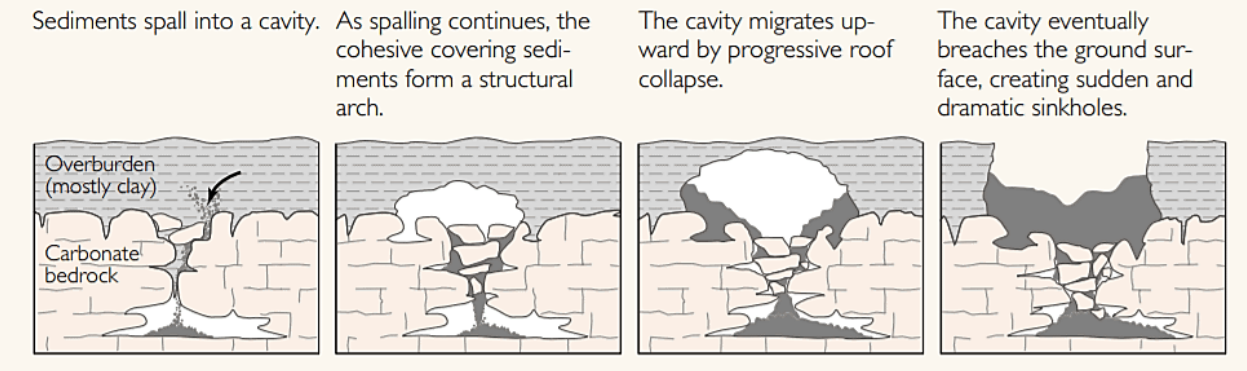


Figure 541: Cover-Collapse Sinkhole Formation
Source: USGS

New sinkholes have been correlated to land-use practices, especially from groundwater pumping and from construction and development practices that cause land subsidence. Sinkholes can also form when natural water-drainage patterns are changed and new water-diversion systems are developed. Some sinkholes form when the land surface is changed, such as when industrial and runoff-storage ponds are created. The substantial weight of the new material can trigger an underground collapse of supporting material, thus causing a sinkhole.

The overburden sediments that cover buried cavities in the aquifer systems are delicately balanced by groundwater fluid pressure. The water below ground helps to keep the surface soil in place. Groundwater pumping for urban water supply and for irrigation can produce new sinkholes in sinkhole-prone areas. If pumping results in a lowering of groundwater levels, then underground structural failure, and thus, sinkholes, can occur.

Land subsidence and sinkholes would most likely occur in the central lowland areas of San Anselmo along San Anselmo Creek where the ground is more porous. This includes the primary commercial area of town there are numerous residences and critical facilities. Land

subsidence could have numerous impacts for San Anselmo, including the settling of businesses and homes as well as the shifting of roadways and utility infrastructure that run through the Town.

On 4/12/2022, a sinkhole developed on Center Boulevard at San Anselmo Avenue and Sycamore Boulevard. The hole was about 3 to 4 feet near the surface and was possibly caused by a failed corrugated metal pipe under the street.



Figure 542: 2022 San Anselmo Sinkhole
Source: Marin Independent Journal

Climate Change and Future Development Considerations

Climate change could indirectly influence land subsidence as more severe and prolonged periods of drought may encourage more groundwater withdrawals. The rate of land subsidence could increase across the Marin County OA including the lowland areas of San Anselmo as a result of climate change. The impacts of land subsidence on infrastructure, including roads and underground utilities, in San Anselmo could increase with future development in the lowland populated areas of the city, particularly downtown, where land subsidence is more likely to occur.

2.2.8 Severe Weather – Extreme Heat

Extreme heat is defined as temperatures that hover 10 degrees or more above the average high temperature for the region and last for several weeks. A heat wave is an extended period of extreme heat, often with high humidity. When relative humidity is factored in, the temperature can feel much hotter as reflected in the Heat Index (see Figure 37):

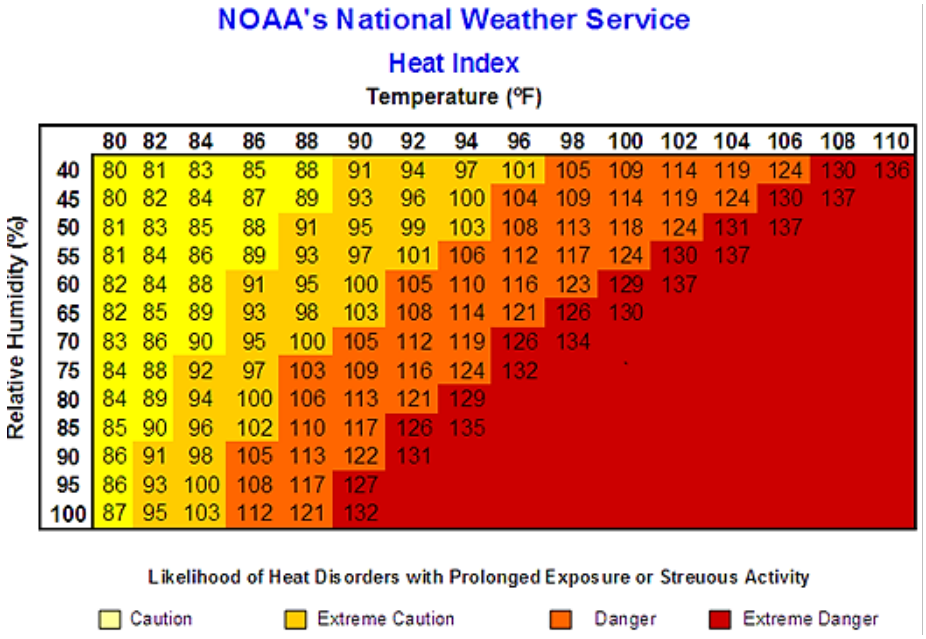


Figure 543: Heat Index
Source: NOAA

Heat kills by taxing the human body beyond its abilities. In a normal year, about 1,300 Americans succumb to the demands of summer heat. Heat is the leading weather-related cause of mortalities in the US. In 2006, California reported a high of 204 heat related deaths, with 98 reported in 2017 and 93 deaths reported in 2018.

Extreme heat has the potential to impact all areas of San Anselmo and would be felt more at lower elevations in the central areas of the Town. Temperatures can feel warmer in this area due to the widespread presence of concrete and asphalt, which stores heat longer. Heat waves can cause power outages and can sicken people who are exposed to high temperatures too long, particularly infants and the elderly.

In September 2022 the Marin County OA including the Town of San Anselmo experienced an Extreme Heat Event with temperatures exceeding 113 degrees.

Climate Change and Future Development Considerations

The primary effect of climate change is warmer average temperatures. The annual average daily high temperatures in California are expected to rise by 2.7°F by 2040, 5.8°F by 2070, and 8.8°F by 2100 compared to observed and modeled historical conditions. At the current rate, annual average temperatures in the Marin County OA region and Bay Area will likely increase by approximately 4.4 degrees by 2050 and 7.2 degree by the end of the century unless significant efforts are made to reduce greenhouse emotions according to California's latest climate change assessment.

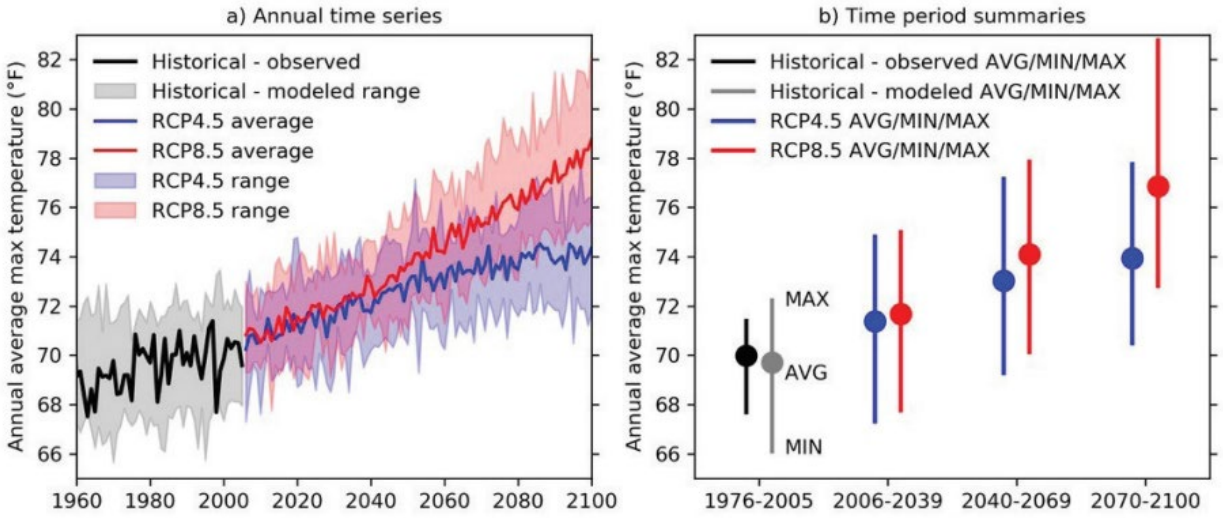


Figure 544: Annual Average Temperatures in the San Francisco Bay Area, 2000-2100
Source: California Climate Change Assessment (Fourth Edition)

As climate change accelerates in the 21st century, it is anticipated that extreme heat events will become more frequent and intense across the Marin County OA including in San Anselmo. There will be increased residential and business needs for cooling and addressing heat-related issues. These effects would primarily be felt in the lowland areas of San Anselmo where heat builds in developed areas. Heat waves also tax the energy grid. Future development in the Marin County OA including San Anselmo could exacerbate the impacts from heat related events, particularly in electricity provision and water delivery. Increased temperatures will also lead to an increase in the occurrence and severity of wildfires across the Marin County OA including San Anselmo as conditions become hotter and drier. These effects will primarily be felt in the mountainous areas of San Anselmo where hotter and drier conditions are more apt to lead to wildfires. Future development near the many open spaces around San Anselmo could expose more people and infrastructure to the threat of a major wildfire as a result of increasing temperatures.

2.2.9 Severe Weather – High Wind & & Tornado

High Wind

High wind is defined as a one-minute average of surface winds 40 miles per hour or greater lasting for one hour or longer, or winds gusting to 58 miles per hour or greater regardless of duration that are either expected or observed over land. These winds may occur as part of a seasonal climate pattern or in relation to other severe weather events such as thunderstorms. The Beaufort scale is an empirical measure that relates wind speed to observed conditions on land and is a common measure of wind intensity (see Figure 39).

Windstorms in the Marin County OA are typically straight-line winds. Straight-line winds are generally any thunderstorm wind that is not associated with rotation (i.e., is not a tornado). It is these winds, which can exceed 100 mph, which represent the most common type of severe weather and are responsible for most wind damage related to thunderstorms.

Beaufort number	Description	Wind speed		Land conditions
		kts	km/h	
0	Calm	< 1	< 1	Calm. Smoke rises vertically.
1	Light air	1 – 2	1 – 5	Wind motion visible in smoke.
2	Light breeze	3 – 6	6 – 11	Wind felt on exposed skin. Leaves rustle.
3	Gentle breeze	7 – 10	12 – 19	Leaves and smaller twigs in constant motion.
4	Moderate breeze	11 – 15	20 – 28	Dust and loose paper raised. Small branches begin to move.
5	Fresh breeze	16 – 20	29 – 38	Branches of a moderate size move. Small trees begin to sway.
6	Strong breeze	21 – 26	39 – 49	Large branches in motion. Whistling heard in overhead wires. Umbrella use becomes difficult. Empty plastic garbage cans tip over.
7	High wind, Moderate gale, Near gale	27 – 33	50 – 61	Whole trees in motion. Effort needed to walk against the wind. Swaying of skyscrapers may be felt, especially by people on upper floors.
8	Gale, Fresh gale	34 – 40	62 – 74	Some twigs broken from trees. Cars veer on road. Progress on foot is seriously impeded.
9	Strong gale	41 – 47	75 – 88	Some branches break off trees, and some small trees blow over. Construction/temporary signs and barricades blow over. Damage to circus tents and canopies.
10	Storm, Whole gale	48 – 55	89 – 102	Trees are broken off or uprooted, saplings bent and deformed. Poorly attached asphalt shingles and shingles in poor condition peel off roofs.
11	Violent storm	56 – 63	103 – 117	Widespread vegetation damage. Many roofing surfaces are damaged; asphalt tiles that have curled up and/or fractured due to age may break away completely.
12	Hurricane	≥ 64	≥ 118	Very widespread damage to vegetation. Some windows may break; mobile homes and poorly constructed sheds and barns are damaged. Debris may be hurled about.

Figure 545: Beaufort Wind Scale
Source: NOAA

Tornado

Tornadoes are rotating columns of air marked by a funnel-shaped downward extension of a cumulonimbus cloud whirling at destructive speeds of up to 300 mph, usually accompanying a thunderstorm. Tornadoes are the most powerful storms that exist, and damage paths can be in excess of one mile wide and 50 miles long. The Enhanced Fujita Scale (see Figure 40) is commonly used to rate the intensity of tornadoes in the United States based on the damages that they cause.

Enhanced Fujita Scale	
EF-0	65-85 mph winds
EF-1	86-110 mph winds
EF-2	111-135 mph winds
EF-3	136-165 mph winds
EF-4	166-200 mph winds
EF-5	>200 mph winds

Figure 546: Enhanced Fujita Scale
Source: NOAA

Tornadic waterspouts are tornadoes that form over water or move from land to water. They have the same characteristics as a land tornado. They are associated with severe thunderstorms, and are often accompanied by high winds and seas, large hail, and frequent dangerous lightning.



Figure 547: Waterspout Formation
Source: MarineInsights

All of San Anselmo is susceptible to storms and damage from wind and tornadoes, as most of the Town has tree cover. Drought can increase the susceptibility of trees toppling over in a high wind event. Fallen trees could damage homes and other facilities. Power lines could be impacted by fallen trees and wind, causing power outages. Roadways could also become blocked by fallen trees, affecting the ability of residents to reach their homes.

San Anselmo has experienced winter storms that have caused damage.

On 3/21/2023, powerful winds and rain caused numerous large trees to fall across San Anselmo, some falling on and damaging houses.

On 2/14/2019, a large tree was blown onto power lines near a Butterfield Road home in San Anselmo during a storm. The tree tilted toward the house and forced traffic restrictions.

San Anselmo has never experienced a tornado.

Climate Change and Future Development Considerations

It is anticipated that the atmospheric rivers that deliver storms to Northern California may intensify because of climate change. This increase in storm intensity may bring more intense winds and potential tornados to Northern California, including the Marin County OA and San Anselmo. Significant wind events and tornados can topple trees, particularly those that may be saturated, or drought stressed as a result of climate change. An increase in fallen trees in San Anselmo as a result of increased storms due to climate change can lead to an increase in power outages. Future development in any of the forested areas of San Anselmo with high tree cover including in the mountainous residential areas will increase the effects of severe wind events.

2.2.10 WILDFIRE

A wildfire is a fire that occurs in an area of combustible vegetation. The three conditions necessary for a wildfire to burn are fuel, heat, and oxygen. Fuel is any flammable material that can burn, including vegetation, structures, and cars. The more fuel that exists and the drier that fuel is, the more intense the fire can be. Wildfires can be started naturally through lightning or combustion or can be set by humans. There are many sources of human-caused wildfires including arson, power lines, a burning campfire, an idling vehicle, trains, and escaped controlled burns. On average, four out of five wildfires are started by humans. Uncontrolled wildfires fueled by wind and weather can burn acres of land and everything in their path in mere minutes and can reach speeds up to 15 miles per hour or faster depending upon wind speed and ember distribution. On average, more than 100,000 wildfires burn 4 to 5 million acres of land in the United States every year. Although wildfires can occur in any state, they are most common in the Western states including California where heat, drought, and thunderstorms create perfect wildfire conditions.

Wildfires are of primary concern when they occur in the Wildland Urban Interface (WUI), which is defined as areas where homes are built near or among lands prone to wildfire. Even relatively small acreage fires may result in disastrous damages. Most structures in the WUI are not destroyed from direct flame impingement, but from embers carried by wind. The damages can be widely varying, but are primarily reported as damage to infrastructure, built environment, and injuries to people.

The pattern of increased damages is directly related to increased urban spread into historical forested areas that have wildfire as part of the natural ecosystem and climate change. Many WUI fire areas have long histories of wildland fires that burned only vegetation in the past. However, with new development, a wildland fire following a historical pattern may now burn these newly developed areas. WUI fires can occur where there is a distinct boundary between the built and natural areas or where development or infrastructure has encroached or is intermixed in the natural area. WUI fires may include fires that occur in remote areas that have

critical infrastructure easements through them, including electrical transmission towers, railroads, water reservoirs, communications relay sites or other infrastructure assets.

Consequently, wildland fires that burn in natural settings with little or no development are part of a natural ecological cycle and may actually be beneficial to the landscape. Century old policies of fire exclusion and aggressive suppression have given way to better understanding of the importance fire plays in the natural cycle of certain forest types.

Warning times are usually adequate to ensure public safety, provided that evacuation recommendations and orders are heeded in a timely manner. While in most cases wildfires are contained within a week or two of outbreak, in certain cases, they have been known to burn for months, or until they are completely extinguished by fall rains.

Wildfire poses the greatest risk to human life and property in the Marin County OA's densely populated WUI, which holds an estimated 69,000 living units. The Marin County OA is home to 23 communities listed on CAL FIRE's Communities at Risk list, with approximately 80% of the total land area in the county designated as having moderate to very high fire hazard severity ratings. The county has a long fire history with many large fires over the past decades, several of which have occurred in the WUI. To compound the issue, national fire suppression policies and practices have contributed to the continuous growth (and overgrowth) of vegetation resulting in dangerously high fuel loads. The Community Wildfire Protection Plan (CWPP) provides a scientifically based assessment of wildfire threat in the WUI of the Marin County OA.

Fire protection in California is the responsibility of either the federal, state, or local government depending upon the location of the incident. On federally owned land, or federal responsibility areas (FRA), fire protection is provided by the federal government, and or in partnership with local agreements. In state responsibility areas (SRA), CAL FIRE typically provides fire protection. However, in some counties CAL FIRE contracts with county fire departments to provide protection of the SRA – this is the case in the Marin County OA, where CAL FIRE contracts with Marin County Fire Department (MCFD). Local responsibility areas (LRA) include incorporated cities and cultivated agriculture lands, and fire protection is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract to local government.

CAL FIRE contracts with MCFD to provide wildland fire protection and associated fire prevention activities for lands designated by the State Board of Forestry as SRA. The MCFD is responsible for the protection of approximately 200,000 acres of SRA within the county and is the primary agency that handles wildland fires. MCFD also provides similar protection services to approximately 100,000 acres of FRA in the Golden Gate National Recreation Area (GGNRA), the Muir Woods National Monument, and the Point Reyes National Seashore.

Figure 42 indicates the federal responsibility areas, state responsibility areas and local responsibility areas in the Marin County OA.

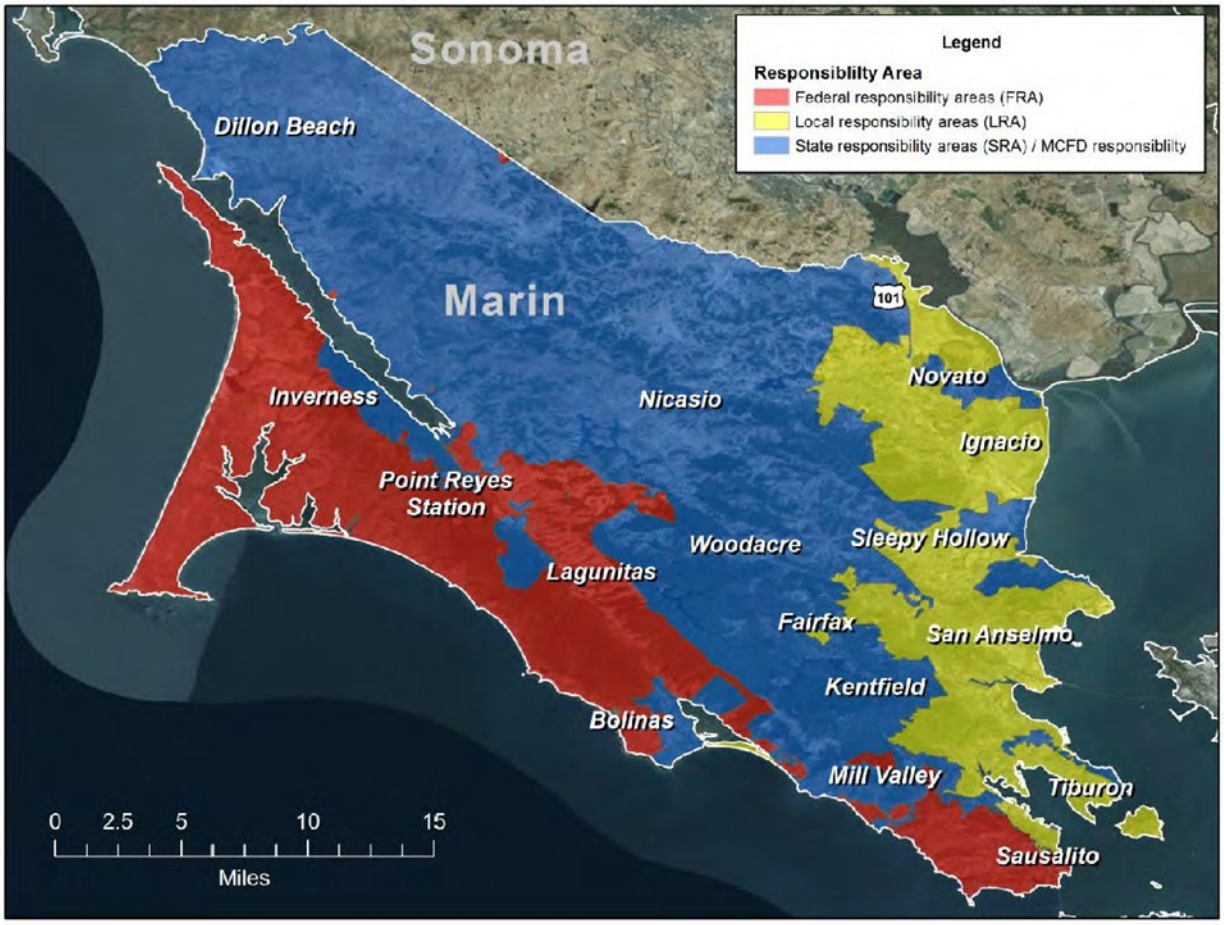


Figure 548: Federal, State and Local Responsibility Areas in the Marin County OA
Source: Marin Community Wildfire Protection Plan

The mix of weather, diverse vegetation and fuel characteristics, complex topography, and land use and development patterns in the Marin County OA are important contributors to the fire environment. The MCFD Woodacre Emergency Command Center (ECC) currently manages the data from four Remote Automated Weather Stations (RAWS) for predicting fire danger utilizing the National Fire Danger Rating System (NFDRS) during the fire season. The RAWS are located in Woodacre, Middle Peak, Barnabe, Big Rock and a new station will be coming online in Novato.

The Marin County OA is bounded by the cool waters of the Pacific Ocean to the west, the San Francisco and Richardson Bays to the southeast, the San Pablo Bay to the east, and Sonoma County agricultural lands to the north. The combination of these large bodies of water, location in the mid-latitudes, and the persistent high pressure over the eastern Pacific Ocean results in several micro-climates. Weather in the OA consists of warm, dry summers and cool, wet winters. The climate in early fall and late spring is generally similar to the summer, and late fall is similar to winter. Spring is generally cool, but not as wet as the winter. While these general weather conditions are fairly representative of the typical Marin County OA weather, complex topography, annual variability of weather patterns, and less frequent and transient weather patterns are important to fire conditions.

In the late spring through early fall, the combination of frequent and strong high-pressure systems (known as the Pacific High) over California combined with the cool waters of the ocean/bays results in persistent fog and low clouds along the coast (including over the southern Marin County OA near the San Francisco Bay) with winds. The fog often penetrates into the inland valleys of the northern and central Marin County OA, especially during overnight hours. At the coastline, mist from fog can keep the land surfaces modestly moist while inland land surfaces above the fog or inversion are often very dry.

The Pacific High that persists from late spring through early fall over the eastern Pacific, combined with a thermal low pressure over the Central Valley of California, results in an almost continuous sea breeze. These winds usher in cool and moist air and can be strong at times (15 to 25 mph), especially over the ridge tops and through northwest to southeast lying valleys, including San Geronimo/Ross, Hicks, Lucas Valleys, and Mill Valley and the Marin Headlands. These westerly winds are usually highest in the afternoon, decrease in the evening, and are light overnight before increasing again in the late morning/early afternoon.

Occasionally in the summer and more often in the fall, the Pacific High moves inland and centers over Oregon and Idaho, while low pressure moves from the Central Valley of California to southern California and Arizona. The resulting north-to-south pressure gradient can be strong enough to retard the typical sea breeze and can even result in winds blowing from the land to the ocean (offshore winds). As the offshore winds move air from the Central Valley to the coastal areas of California, the air descends and compresses, which greatly warms and dries the air. Under these “Diablo” wind conditions, temperatures in the Marin County OA can reach 100°F in the inland areas and even 80°F at the coast, and relative humidity can be very low. In addition, wind speeds can be high (20 to 40 mph), gusty and are often much faster over the mountains and ridge tops such as Mt. Tamalpais, Loma Alta, Marin Headlands and Mt. Burdell compared to low-lying areas. Wind speeds can be high over the ridges and mountains at all times of day under this “offshore” wind pattern and are often much slower or even calm at night in low-lying areas because nighttime cooling decouples the aloft winds from the surface winds. It is during these Diablo wind events that there is a high potential for large, wind-driven fires should there be an ignition. Historically, the largest and most destructive fires have occurred during these offshore (also known as Foehn) wind events including the Angel Island and the Vision fires which were located in West Marin.

A few times per year in the summer and early fall, monsoonal flow from Mexico may bring in moist and unstable air over central and northern California, which can result in thunderstorms with or without precipitation. With the otherwise dry summer conditions, lightning from this type of weather pattern can ignite fires. These monsoonal flow patterns are usually only one to two-day events.

Beginning in late November and lasting through the end of March, the Pacific High moves south and weakens, allowing storms that originate in the Gulf of Alaska to move over California.

These storms bring precipitation and, at times, strong winds out of the south. Each storm usually results in one fourth inch to several inches of rain over a day or so. Near Mt. Tamalpais, rainfall amounts are enhanced by orographic lifting, resulting in higher rain amounts in the Kentfield and Fairfax areas compared to the rest of the county. Typically, after the first rain in November, the cool weather and occasional storm keeps the ground wet through late Spring. However, in some years, significant rain does not occur until later in the year (e.g., early-to-late

December) and there can be several weeks without any storms and rain. During storms, temperatures are usually mild.

When there are no storms over California, a land-breeze typically forms (i.e., winds blowing from the Central Valley to the Pacific Ocean). These winds can reach 30 mph, and travel through the southeast to northwest lying valleys, over low-lying ridges such as the Marin Headlands, and through the Golden Gate. These winds are usually highest in the mid-morning hours and decrease in the afternoon as the Central Valley warms during the day. The winds are associated with cold and modestly moist air.

In late February/early March through late April, the Pacific High strengthens and moves north, and storms impacting the county become less frequent. During this time of year there is often a low-pressure area over the desert in southwest California. The combination of the Pacific High to the north and low-pressure to the southwest results in strong winds blowing from the northwest to the southeast. Like the sea breeze, these winds bring in cool, moist air and are usually highest in the afternoon hours. Because of winter and spring rains, the land is wet and there is little danger of wildland fire despite the strong winds and only occasional precipitation. There is often little coastal fog this time of year.

Vegetation, which is also known as fuel, plays a major role in fire behavior and potential fire hazards. A fuel's composition, including moisture level, chemical make-up, and density, determines its degree of flammability. Of these, fuel moisture level is the most important consideration. Generally, live trees contain a great deal of moisture while dead logs contain very little. The moisture content and distribution of fuels define how quickly a fire can spread and how intense or hot it may become. High moisture content will slow the burning process since heat from the fire must first eliminate moisture.

In addition to moisture, a fuel's chemical makeup determines how readily it will burn. Some plants, shrubs, and trees such as chamise and eucalyptus (both present in the Marin County OA) contain oils or resins that promote combustion, causing them to burn more easily, quickly, and intensely.

Finally, the density of a fuel influences its flammability; when fuels are close together but not too dense, they will ignite each other, causing the fuel to spread readily. However, if fuels are so close that air cannot circulate easily, the fuel will not burn freely.

The Marin County OA has extensive topographic diversity that supports a variety of vegetation types. Marin County's OA has significant changes in topography with steep vegetated slopes which can also add to the ability of the fuel to further expand a wildfire.

Environmental factors, such as temperature, precipitation, soil type, aspect, slope, and land use history, all help determine the existing vegetation at any given location. In the central and eastern parts of the county, north facing slopes are usually densely wooded from lower elevations to ridge peaks with a mixture of mostly hardwood tree species such as coast live oak, California bay, Pacific madrone, and other oak species. Marshlands are also present throughout the county; once ignited marsh fires can be difficult to contain and extinguish.

Grasslands with a mixture of native and nonnative annual and perennial plant species occur most often in the northern and western parts of the county due to a combination of soil type, lower rainfall, and a long history of ranching. The southern and western facing slopes tend to

have a higher percentage of grasslands, which in turn have the potential to experience higher rates of fire spread. Grassland fires are dangerous even without extreme fire weather scenarios due to the rapid rate of fire spread; in some cases, fires spread so quickly that large areas can burn before response resources are able to arrive.

In the west portion of the county closer to the coast, where precipitation is higher and marine influence is greater, most areas are densely forested with conifer species (i.e., Bishop pine, Douglas-fir, and coast redwood) and associated hardwood species. Chaparral vegetation also occurs in parts of the county, especially on steeper south and west facing slopes. This mix of densely forested areas mixed with chaparral results in higher fuel loads and potentially higher fire intensity. Expansion of the residential community into areas of heavier vegetation has resulted in homes existing in close proximity to dense natural foliage; these homes are often completely surrounded by highly combustible or tall vegetation, increasing the potential that wildland fires could impact them.

As part of the development of the Marin Community Wildfire Protection Plan (CWPP), an updated vegetation map layer was created using the most recent vegetation information available from a variety of state and local data sources.

Vegetation distribution in the Marin County OA is characterized by approximately 20 different types of vegetation which have been classified into 15 fire behavior fuel models.

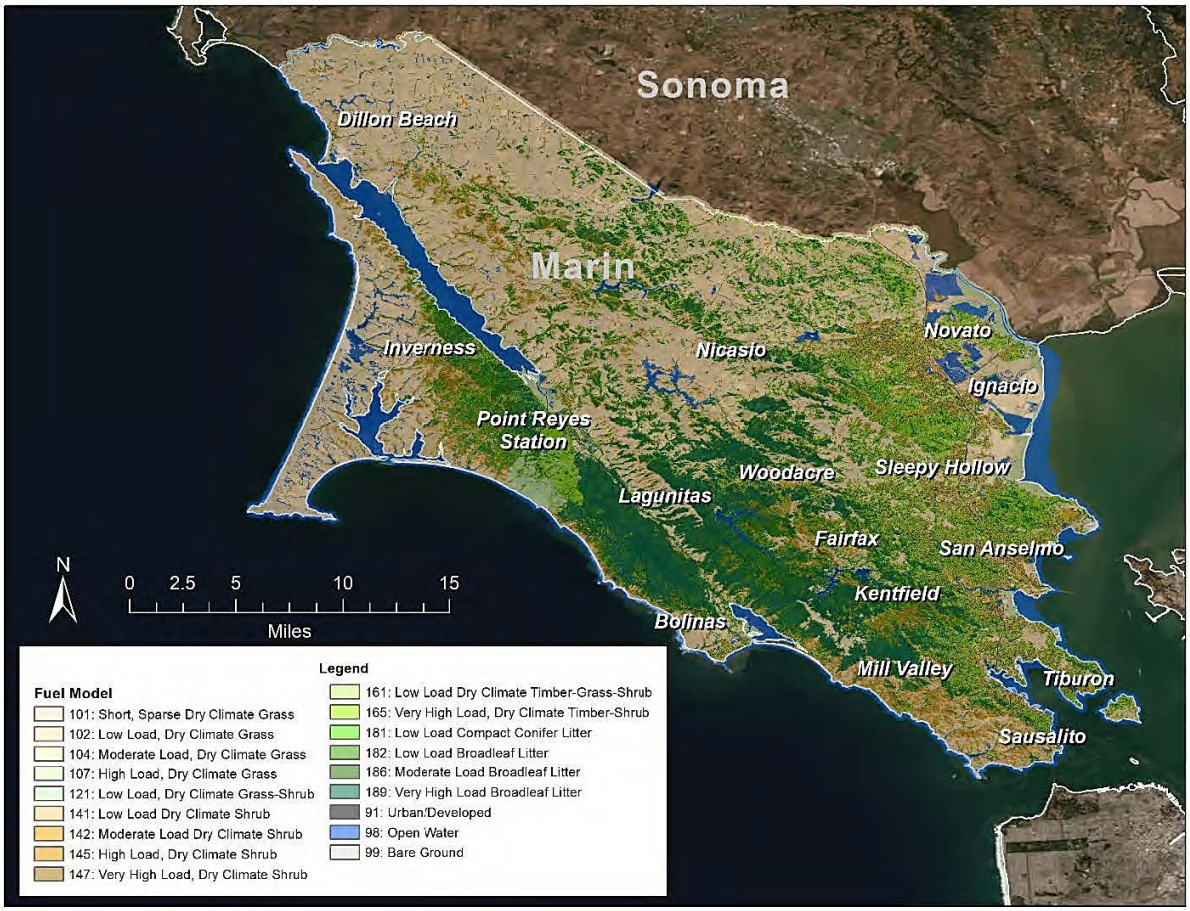


Figure 549: Fuel Model Map for the Marin County OA
Source: Unknown

Insect infestations and plant diseases, such as California oak mortality syndrome (sudden oak death), are increasing and threaten to change the structure and overall health of native plant communities in the Marin County OA. Sudden oak death has no known cure and is a concern since this specific disease can impact vegetation through Marin including the WUI; this syndrome is caused by the fungus-like Phytophthora ramorum, which has led to widespread mortality of several tree species in California since the mid-1990s; the tanoak (Lithocarpus densiflorus) in particular, appears to have little or no resistance to the disease. Sudden oak death has resulted in stands of essentially dead trees with very low fuel moistures.

Studies examining the impacts of sudden oak death on fire behavior indicate that while predicted surface fire behavior in sudden oak death stands seems to conform to a common fuel model already in use for hardwood stands, the very low moisture content of dead tanoak leaves may lead to crown ignitions more often during fires of “normal” intensity.

Two other plant diseases prevalent in the Marin County OA are pitch canker (which affects conifers such as Bishop pine and other pine species), and madrone twig dieback (which affects Pacific madrones). Pitch canker is caused by the fungus Fusarium circinatum (F. subglutinans, F. sp. pini), which enters the tree through wounds caused by insects. While some trees do recover, most infected trees are eventually killed by the fungus. Management of this disease

largely focuses on containment to reduce the fungus spreading to other trees. Pitch canker is a particular issue in the NPS lands of Pt. Reyes National Seashore, where many acres of young Bishop Pines that were seeded on the Inverness Ridge by the Mount Vision Fire of 1995 have been infected.

These dead and dying trees have created large swaths of land with dense and dry fuel loads. Madrone twig dieback is caused by the native fungus Botryosphaeria dothidea and appears to be getting worse throughout the county due to drought effects on Pacific madrones. Three additional threats to trees common to the Marin County OA include:

- Bark and ambrosia beetles (Monarthrum dentiger and monarthrum scutellare), which target oak and tanoak trees. Sudden oak death may be exacerbating the effects of beetle infestations which prey on trees already weakened by this disease.
- Root rot, caused by oak root fungus (Armillaria mellea), is primarily associated with oaks and other hardwoods but also attacks conifers. These fungal infestations cause canopy thinning and branch dieback and can kill mature trees. As with the beetle infestations, sudden oak death may be exacerbating the effects of root rot fungus in the county forests.
- Velvet-top fungus (Phaeolus schweinitzii) is a root rot fungus affecting Douglas-fir and other conifers, with the infection typically occurring through a wound.

Topography characterizes the land surface features of an area in terms of elevation, aspect, and slope. Aspect is the compass direction that a slope faces, which can have a strong influence on surface temperature, and more importantly on fuel moistures. Both elevation and aspect play an important role in the type of vegetation present, the length of the growing season, and the amount of sunlight absorbed by vegetation. Generally, southern aspects receive more solar radiation than northern aspects; the result is that soil and vegetation on southern aspects is warmer and dryer than soil and vegetation on northern aspects. Slope is a measure of land steepness and can significantly influence fire behavior as fire tends to spread more rapidly on steeper slopes. For example, as slope increases from 20 – 40%, flame heights can double and rates of fire spread can increase fourfold; from 40 – 60%, flame heights can become three times higher and rates of spread can increase eightfold.

The Marin County OA is topographically diverse, with rolling hills, valleys and ridges that trend from northwest to southeast. Elevation throughout the county varies considerably, with Mt. Tamalpais' peak resting at 2,574 feet above sea level and many communities at or near sea level. Correspondingly, there is considerable diversity in slope percentages. The San Geronimo Valley slopes run from level (in the valley itself) to near 70%. Mt. Barnabe has slopes that run from 20 to70%, and Throckmorton ridge has slopes that range in steepness from 40 – 100%. These slope changes can make fighting fires extremely difficult.

In the WUI where natural fuels and structure fuels are intermixed, fire behavior is complex and difficult to predict. Research based on modeling, observations, and case studies in the WUI indicates that structure ignitability during wildland fires depends largely on the characteristics and building materials of the home and its immediate surroundings.

The dispersion of burning embers from wildfires is the most likely cause of home ignitions. When embers land near or on a structure, they can ignite near-by vegetation or accumulated

debris on the roof or in the gutter. Embers can also enter the structure through openings such as an open window or vent and could ignite the interior of the structure or debris in the attic.

Wildfire can further ignite structures through direct flame contact and/or radiant heat. For this reason, it is important that structures and property in the WUI are less prone to ignition by ember dispersion, direct flame contact, and radiant heat.

Public Safety Power Shutoff (PSPS) Events

As a result of the 2017 Northern California Wildfires, the 2018 Camp Fire in Butte County and other wildfires caused by power line infrastructure, Pacific Gas & Electric (PG&E) began initiating Public Safety Power Shutoff (PSPS) events in their service areas (including the Marin County OA) to help prevent the start of future wildfires. PG&E will initiate a PSPS if conditions indicate potentially dangerous weather conditions in fire-prone areas due to strong winds, low humidity, and dry vegetation. During these events, PG&E will proactively turn off power in high fire risk areas to reduce the threat of wildfires. The most likely electric lines to be considered for a public safety power outage will be those that pass through areas that have been designated by the California Public Utilities Commission (CPUC) High Fire-Threat District at elevated (Tier 2) or extreme risk (Tier 3) for wildfire. Customers outside of these areas could have their power shut off, though, if their community relies upon a line that passes through a high fire-threat area or an area experiencing severe weather. PG&E will consider numerous factors and analyze historical data to help predict the likelihood of a wildfire occurring, and closely monitoring weather watch alerts from the National Weather Service (NWS). These factors generally include, but are not limited to:

- A Red Flag Warning declared by the National Weather Service
- Low humidity levels, generally 20 percent and below
- Forecasted sustained winds generally above 25 mph and wind gusts in excess of approximately 45 mph, depending on location and site-specific conditions such as temperature, terrain and local climate
- Condition of dry material on the ground and live vegetation (moisture content)
- On-the-ground, real-time observations from PG&E's Wildfire Safety Operations Center and field crews

Pacific Gas & Electric Company (PG&E) operates a total of 1,179 miles of overhead electricity transmission and distribution lines in the Marin County OA. Overhead electricity lines and poles can be damaged or downed under severe weather conditions, particularly severe wind conditions, which increases the potential for wildfire ignition. 52 percent of PG&E’s overhead distribution lines and 41 percent of its overhead transmission lines are located in CPUC-identified High-Fire Threat Districts subject to elevated or extreme fire risk. PG&E is currently planning and implementing safety measures to prevent wildfires and reduce the impacts of Public Safety Power Shutoff (PSPS) events on communities in the Marin County OA and throughout California.

In October 2019 the Marin County OA including the Town of San Anselmo experienced two PSPS events.

These measures include installing weather stations; installing high-definition cameras; installing sectionalizing devices on its overhead lines to separate the grid into smaller sections; hardening

the system by installing stronger power poles, covering lines, and undergrounding lines in targeted areas; creating temporary microgrids to provide electricity during PSPS events; and enhancing existing vegetation management activities. From 2018 to July 2021, PG&E hardened three miles of overhead lines, installed 68 transmission and distribution sectionalizing devices, completed enhanced vegetation management on approximately 51 of overhead line miles, installed 28 weather stations, and installed 12 high-definition cameras in the Marin County OA. PG&E has also begun undergrounding several overhead transmission lines throughout California.

The fire season generally lasts from five to six months, when there is little rain. Access to the adjacent open space areas and the hillside and canyon areas is limited by few access routes and narrow roads. San Anselmo is within the Wildland-Urban Interface (WUI) and most of the town is in a moderate to high FHSZ. San Anselmo currently has approximately 2,243 homes, six Marin Municipal Water District (MMWD) water tanks and pump stations, the Ross Valley School District and three schools located in the WUI. The Town borders directly on the open space lands of the MMWD. The hillsides and canyons carry the potential of high fire danger. The potential of wild land fire is an extreme risk to all areas within the Town, not just hillside areas. Many residences in the high wildfire threat areas were built prior to current fire codes and have siding and roofing that is not fire resistant. Residences may be surrounded by flammable vegetation. Certain areas of the Town have water pressure and water flow that do not meet current standards. There is limited water availability, water pressure, and water flow in certain areas within San Anselmo. The wildland fire hazard is caused by a combination of factors including hillside terrain, highly flammable vegetation and forest, long summers, and human activity. There are heavy fuel loads. Many homes have been built on steep slopes with vegetation in close proximity. The onset of Sudden Oak Death (SOD) has significantly increased the number of dead or weakened trees in the areas, which contributes to the fuel loads. Wind is a predominant factor in the spread of fire.

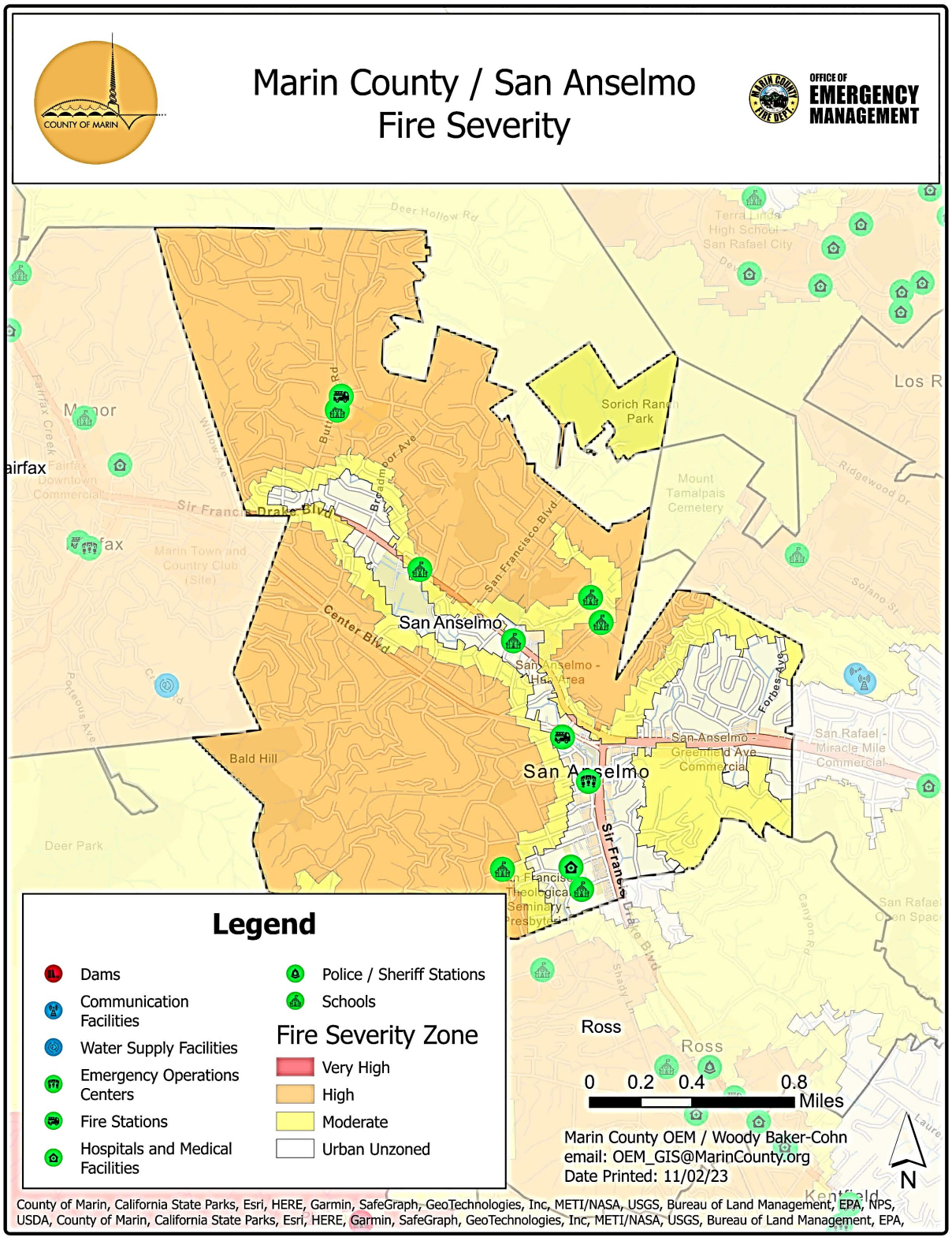


Figure 550: Town of San Anselmo Wildfire Critical Facilities and Infrastructure
Source: Marin County OEM

Wildfires can cause short-term and long-term disruption to San Anselmo. Fires may result in deaths and injuries and can destroy buildings and infrastructure. Additional costs associated with the loss of homes to wildland fire include disruption of utilities, transportation, and other public services. Although the physical damages and casualties arising from wildfires may be severe, it is important to recognize that they also cause significant economic impacts by resulting in a loss of function of buildings and infrastructure. In large wildfire events, the economic impact of this loss of services may be comparable to the economic impact of physical damages to the Town. Economic impacts of loss of transportation and utility services may include traffic delays/detours from road and bridge closures and loss of electric power, potable water, and wastewater services. Wildfires can also cause major damage to power lines needed to distribute electricity to operate facilities. High intensity wildfires can also have substantial effects on watersheds through loss of vegetation and soil erosion, which may impact the Town by changing runoff patterns, reducing water storage capacity of Phoenix Lake, and degrading water quality through sedimentation and contamination.

All of San Anselmo could be impacted by a Public Safety Power Shutoff (PSPS) event and/or suffer poor air quality from smoke as a result of a wildfire in the Marin County OA or the surrounding region. As wildland areas around San Anselmo become drier due to climate change, the risk of a wildfire occurring and impacting the Town will continue to increase. Brush fires in the Town may increase over time as parks and other open spaces experience drier conditions.

San Anselmo has never experienced a major wildfire. The Town experiences small fires annually but none since the last plan update.

In 1976, the Town experienced an approximately 100-acre fire at the end of San Francisco Boulevard, currently Sorich Park, which burned up towards Indian Rock. Two homes were lost.

Climate Change and Future Development Considerations

Climate change can lead to an increase in wildfire events. Climate change has been a key factor in increasing the risk and extent of wildfires in the western United States. Changes in climate create warmer, drier conditions. Increased drought, and a longer fire season are boosting these increases in wildfire risk.

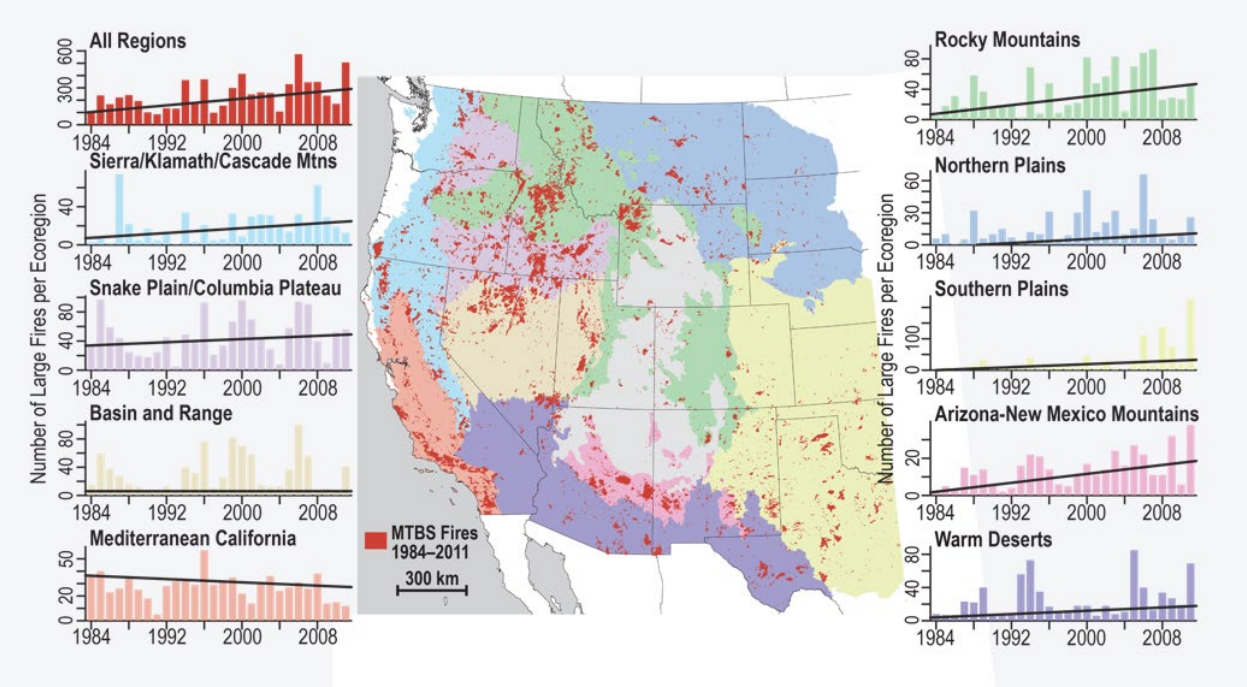


Figure 551: Trends in the Annual Number of Large Wildfires in the United States
Source: Fourth Climate Change Assessment, 01/04/23

As summer conditions in Northern California become hotter and drier due to climate change, the occurrence and severity of wildfires will only increase. The Marin County OA including San Anselmo is particularly susceptible to these future impacts of climate change on wildfire, as the OA's climate has generally been wet enough historically to avoid major wildfires. Extreme heat events and high wind events could cause electrical systems to become overloaded and fail, sparking wildfires. An increase in wildfires as a result of climate change could lead to more significantly burned areas that could contribute to debris flows after a significant storm event, particularly in the open space areas around San Anselmo. Future development in the WUI throughout San Anselmo will expose more people and property to the impacts of a potentially significant wildfire. The growing number of people in the San Anselmo WUI can increase risk to life, property and public health as a result of a wildfire.

SECTION 3.0: MITIGATION STRATEGY

3.1 CHANGES IN DEVELOPMENT

The County of Marin is a county located in the northwestern San Francisco Bay Area. As of the 2020 census, the population was 262,231. Its county seat and largest city is San Rafael. The Marin County OA is across the Golden Gate Bridge from San Francisco, and is included in the San Francisco–Oakland–Berkeley, CA Metropolitan Statistical Area.

The Town is approximately 2.68 square miles in size with a population of 12,623. The community is situated in the Ross Valley, bordered by steep hillside areas including the Mount Tamalpais Watershed, and located 20 miles north of San Francisco in Marin County. San Anselmo is a small, established residential community with visitor- and neighborhood-serving businesses centered on the major transportation thoroughfares, including Sir Francis Drake Boulevard, San Anselmo Avenue, and Red Hill Avenue. Winding streets emanate out from the major roadways into quiet, residential neighborhoods and steep hillsides. Historic Downtown San Anselmo, one of the major commercial centers in San Anselmo, sits at the heart of the town and follows San Anselmo Creek. Existing residential development in San Anselmo numbers approximately 5,567. These are predominantly single-family residences, with some accessory dwelling units on single-family properties, and some apartment units located near commercial corridors. In 2020, approximately 80 percent of homes were single family (4,174 single family detached units, and 266 single family attached units) and approximately 19 percent were multi-family units (358 units within duplexes, triplexes, or quadplexes and 683 units in developments of five or more units). There have been few multi-family developments since 2015; however, the Town has seen marked interest in accessory dwelling units in recent years.

The town is largely developed with most remaining land constrained by environmental hazards or conserved as open space. The beauty of the natural landscape helps define the character of the community, but it also presents risk of natural hazards that limit the potential for new housing, including steep topography and areas Furthermore, the community values the town's close access to open space with its natural beauty and recreation opportunities. Therefore, new construction is predominantly limited to infill development.

San Anselmo's Regional Housing Needs Assessment (RHNA) allocation for the 2023-2031 planning period has been determined by ABAG to be 833 housing units, including 253 units for very low-income households, 145 units for low-income households, 121 units for moderate-income households, and 314 units for above moderate-income households.

Table 18: Town of San Anselmo Future Growth Areas

	Development	# of Units	# of Parcels	Project Date	Acres	Fire Severity Zone	Flood Zone
1	729 Sir Francis Drake Blvd	1	1	TBD1	0.09	No	AE/X
2	1214 San Anselmo Ave	1	1	TBD1	0.02	No	X
3	Vacant Lot - Sturdivant Ave	1	1	TBD1	0.31	No	No
4	61 Hillside Ave	1	1	TBD1	0.22	Yes	X
5	63 Hillside Ave	1	1	TBD1	0.21	Yes	X
6	1 Saunders Ave	1	1	TBD1	0.11	No	X
7	21 Santa Barbara Ave, Unit A	1	1	Underway	0.16	No	X

8	40 Sir Francis Drake Blvd, Unit A	1	1	TBD2	0.26	No	AE/AE FLOODWAY/X
9	1 The Alameda Knolls, Unit A	1	1	TBD2	0.65	Yes	X
10	344 Oak Ave, Unit A	1	1	TBD2	0.46	Yes	X
11	55 Avenue Del Norte, Unit A	1	1	TBD2	1.00	Yes	X
12	101 Cedar St, Unit A	1	1	Underway	0.17	Yes	X
13	112 Crescent Rd, Unit A	1	1	Underway	0.19	Yes	X
14	22 Belle Ave	1	1	Underway	0.18	No	AE
15	3 Ray Ct, Unit A	1	1	Underway	0.26	Yes	X
16	9 Tomahawk Dr, Unit A	1	1	Underway	0.56	Yes	X
17	15 Oak Springs Dr, Unit A	1	1	Underway	0.17	Yes	X
18	20 Karl Ave, Unit A	1	1	Underway	0.13	No	X
19	11 Hooper Ln, Unit A	1	1	Underway	0.16	No	AE/AE FLOODWAY/X
20	100 Berkeley Ave	1	1	Underway	0.14	Yes	X
21	49 Cedar St	1	1	TBD2	0.26	Yes	X
22	600 Red Hill Ave	18	1	TBD2	1.61	Yes	X
23	65 Lincoln Park	1	1	TBD2	0.07	Yes	X
24	43 Indian Rock Ct	1	1	TBD2	0.72	Yes	X
25	72 Oak Knoll Ave	1	1	Underway	0.21	No	X
26	55 Avenue Del Norte	1	1	Underway	1.00	Yes	X
27	78 Longwood Dr	1	1	Underway	0.46	Yes	X
28	16 Broadmoor Ave	1	1	Underway	0.13	No	AE
29	268 Brookside Dr	1	1	Underway	0.12	Yes	X
30	24 Ross Valley Dr	1	1	TBD2	0.21	No	X
31	151 Los Angeles Blvd	1	1	TBD2	0.16	No	AE/X
32	10 Humboldt Ave	1	1	TBD2	0.45	Yes	X
33	53 Canyon Rd	1	1	TBD2	0.18	Yes	X
34	88 Crooked Ave	1	1	TBD2	0.46	Yes	X
35	16 Berkeley Ave	1	1	Underway	0.13	No	X
36	316 Greenfield Ave	1	1	TBD2	0.22	No	X
37	6 Spruce Ave	1	1	TBD2	0.22	Yes	X
38	Total	54	37	n/a	12.06	n/a	n/a
39	729 Sir Francis Drake Blvd	1	1	TBD1	0.09	No	AE/X
40	1214 San Anselmo Ave	1	1	TBD1	0.02	No	X
	Total	**54**	**37**	**n/a**	**12.06**	**n/a**	**n/a**

Table 266: Town of San Anselmo Future Growth Areas
Source: Town of San Anselmo

3.2 CAPABILITY ASSESSMENT

The overall priorities in the Town of San Anselmo have not changed since the 2018 MJHMP update. However, the strategies in which to support the overall town priorities have changed and are reflected in the sections below. There were many projects that were either ongoing day-to-day business activities or were response related that were completed or deleted from the 2018 MJHMP project list and not carried over to this plan update. Several actions were completed and new projects were added to coincide with the changes in priorities, progress in local mitigation efforts and changes in development.

Capabilities are the programs and polices currently in use to reduce hazard impacts or that could be used to implement hazard mitigation activities. The capability assessment identifies the

local planning mechanisms where information from the 2018 MJHMP is incorporated and where updated hazard mitigation information from this 2023 MJHMP will be incorporated once approved. The 2018 capability assessments have been successfully incorporated into the Town of San Anselmo General Plan to include the Public Safety Element, Land Use Element, and Housing Element and the 2023 capability assessments will also be incorporated into the General Plan and these Elements. The capability assessment is divided into four sections: regulatory, administrative and technical, fiscal, and outreach and partnerships.

3.2.1 Regulatory Capabilities

The legal and regulatory capabilities include existing ordinances and codes that affect the Town's physical or built environment. Examples of legal and/or regulatory capabilities can include: a jurisdiction's building codes, zoning ordinances, subdivision ordnances, special purpose ordinances, growth management ordinances, site plan review, general plans, capital improvement plans, economic development plans, emergency response plans, and real estate disclosure plans. The table below lists regulatory mitigation capabilities, including planning and land management tools, typically used by local jurisdictions to implement hazard mitigation activities and indicates those that are in place.

Table 19: Town of San Anselmo Legal and Regulatory Capabilities

Plans	Yes/No Latest Update	Does the plan/program address hazards? Does the plan identify projects to include in the mitigation strategy? Can the plan be used to implement mitigation actions?
General Plan/Master Plan	Y	The Town's General Plan outlines long-term direction for development and policy. It describes hazard areas and regulates current and future development based on known hazard areas. The General Plan has been amended every few years since 1975 and as this plan gets updated there is potential to improve it with updated risk information and strategies.
Strategic Plan	Y	The Town's strategic plan addresses flood control, a resilient hub, and multi-model transportation, which includes mitigation strategies and actions.
Capital Improvements Plan	Y 2019	This study describes plans and technical rationale for a suite of projects along the watershed that work together as a system to reduce flooding and seeks to restore the ecological health and function of Corte Madera Creek and its tributaries.
Economic Development Plan	Y 2018	The goal of the Economic Development Plan is to provide specific Town actions to maintain and enhance the economic viability of the Town's Commercial area through actions that attract, retain and nurture local businesses consistent with General Plan goals to preserve the small town community character, scale, and pace of life and the Town's close connection with the natural beauty of its setting.

Local Emergency Operations Plan	Y	The plan identifies hazards and mitigation strategies for earthquakes, storms, fire, floods, landslides, airplane crashes, vehicle accidents and terrorism.
Continuity of Operations Plan	N	
Flood Mitigation Plan (FMP)	Y 2008	San Anselmo's 2008 Flood Mitigation Plan provides a glimpse of the Town's response to the 2005/06 flood and the mitigation options that were considered before the 2019 Capital Improvement Plan Study for Flood Damage Reduction and Creek Management
Engineering Studies for Streams	Y	The Town's 100-year flood mitigation plan with the County of Marin includes mitigation strategies and actions.
Open Space Management Plan	Y	The Town has an Open Space Committee and a Sorich Park Master Plan. Sorich Park is approximately 64 acres of open space in San Anselmo. Management of the park strive to reduce fire and safety hazards, accommodate existing reasonable uses, and reconcile the needs of the neighborhood and the community.
Regional Transportation Plan (RTP)	N	Regional transportation plan completed by Transportation Authority of Marin
Stormwater Management Plan/Program	Y	The Town participates in Marin Countywide Stormwater Pollution Prevention Program, MCSTOPPP.
Engineering Studies for Streams	Y	The Town's 100-year flood mitigation plan with the County of Marin includes mitigation strategies and actions.
Community Wildfire Protection Plan	Y	The Town is part of the Marin County Wildfire Protection Plan, which includes mitigation strategies and actions.
Other special plans (e.g., brownfields redevelopment, disaster recovery, coastal zone management, climate change adaptation)	Y	San Anselmo's Climate Action Plan 2030 is a tool to develop strategies and guide the implementation of local measurable actions needed to (1) mitigate climate change by dramatically reducing our greenhouse gas emissions while also sequestering GHG from the atmosphere, and (2) prepare for and adapt to increasing extremes and impacts.
Building Code, Permitting, and Inspections	Y/N	Are codes adequately enforced?
Building Code	Y	Yes, state and local building codes are adequately enforced.
Building Code Effectiveness Grading Schedule (BCEGS) Score	N	
Fire department ISO rating:	Y	The Fire department has an ISO rating of 2. It is adequately enforced.
Site plan review requirements	Y	Site plans shall include: an outline of the lot showing the length and direction of all property lines; relevant property setbacks; all buildings, fences, retaining walls, walkways, and driveways. Clearly indicate the distances from any structure to the property lines. Show all structures presently on the site and those proposed; indicate paving material for the driveway and if the paving is new or existing; a north

		arrow; the edge of street pavement and name of any abutting street; if a curb and/or sidewalk exists; site drainage; contour lines for properties steeper than a one-foot drop over a seven-foot horizontal distance (15% grade).
Land Use Planning and Ordinances	Y/N	Is the ordinance an effective measure for reducing hazard impacts? Is the ordinance adequately administered and enforced?
Municipal Code	Y	The Municipal Code includes several sections that address hazard mitigation. The Town adopts the current California Building Code which applies to all construction activity within the Town boundaries and supports earthquake and fire mitigation. Watercourse Protection and Floodplain Development are sections that protect against worsening flood situations. The Municipal code is updated periodically to improve mitigation efforts.
Zoning ordinance	Y	The Zoning Ordinance implements the General Plan by establishing specific regulations for development. It includes standards for where development can be located, how buildings must be sized, shaped, and positioned, and what types of activities can occur in an area. Mitigation actions that pertain to new or substantially redeveloped buildings can be adopted into the Zoning Ordinance.
Subdivision ordinance	Y	Title 10, Chapter 2 (Subdivisions). In addition, Title 10, Chapter 4 (Housing Developments Under Government Code Section 65852.21) establishes a ministerial review process and provide objective zoning standards for Two-Unit Developments and Urban Lot Splits.
Floodplain ordinance	Y	Title 7, Chapter 11 Protection of Flood Hazard Areas is an effective measure for reducing the impact to structures located in the AE floodplain and AE floodway. The ordinance is enforced by Building and Public Works Departments.
Natural hazard specific ordinance (stormwater, steep slope, wildfire)	Y	Title 9, Chapter 1, 9-1.214 Exterior Fire Resistive Construction reduces the impacts of fire through the hardening of structures in the identified Wildland Urban Interface (WUI) or otherwise known as High Fire Severity Zones. Ordinance 9-1.215 Outside opening protection Section R303.6 reduces the impacts of fire on structures in all of San Anselmo. Title 5, Chapter 8, 5-8.11 Limitation of Impervious Surfaces, Flatwork Permits and Post-Construction Requirements effectively reduces impervious surfaces and requires bioretention or permanent stormwater controls to remove sediment and other pollutants from entering the stormwater runoff. These ordinances are enforced by Building and Public Works Departments.
Flood insurance rate maps	Y	Title 7, Chapter 11 Protection of Flood Hazard Areas establishes the areas of special flood hazards identified by the Federal Emergency Management Agency

		(FEMA), with accompanying Flood Insurance Rate Maps (FIRMs) adopted by reference and declared to be a part of the Municipal Code. These maps are used by the Planning, Building, and Public Works Departments to identify flood hazards
Elevation Certificates	Y	Title 10, Chapter 4, 10-4.301 Administration, all projects located in a special flood hazard area are required to provide an elevation certificate for the structure. The ordinance is enforced by the Building Department. The ordinance effectively identifies structures in the special flood hazard area as well as identifies how the structures either comply with the Town's flood ordinance or how the structures need to be altered to comply with the Flood ordinance.
Acquisition of land for open space and public recreation uses	N	
Erosion or sediment control program	Y	Title 5, Chapter 8, Urban Runoff Prevention is to ensure the future health, safety, and general welfare of Town of San Anselmo citizens and to protect and enhance watercourses, fish, and wildlife habitat by: a. minimizing discharges other than storm runoff into drains and watercourses. b. Responding to the discharge of spills, preventing and controlling the discharge of spills to storm drains or watercourses, and prohibiting dumping or disposal of materials other than stormwater; c. Reducing pollutants in stormwater discharges to the maximum extent practicable; d. Requiring operators of construction sites, new or redeveloped land, and industrial and commercial facilities to install, implement, and maintain appropriate best management practices (BMPs); and e. Requiring development projects to maintain or reduce the volume, velocity, peak flow rate, and duration of runoff as compared to the pre-development stormwater runoff rates; and preventing stormwater pollution whenever possible, through stormwater management controls and ensuring that these management controls are properly maintained. Title 9, Chapter 18, Excavation, Grading and Erosion Control, establishes controls on excavation, grading, and fill within the town. The controls are enforced by the Planning, Building, and Public Works Departments. The ordinance requires work proposing movement of 25 or more cubic yards of soil to obtain a permit to protect safety, erosion control, sound soil engineering practice, aesthetics, environmental protection, and water quality

		protection. In addition, the ordinance restricts work during the rainy season (from October 15th to April 15th).

Table 267: Town of San Anselmo Legal and Regulatory Capabilities
Source: Town of San Anselmo

Town of San Anselmo General Plan or Master Plan

California Government Code 65300 requires that every Town and County in the state have a General Plan. The Town of San Anselmo General Plan, adopted in 1975 and most recently amended in 2019, included an extensive public review process. The General Plan is the most important policy and planning document in the Town and is used by virtually every department. The General Plan is the Town's statement of its vision for the future. The General Plan contains policies covering every aspect of the Town: land use (how land can be developed), circulation, noise, air quality, housing, open space and conservation, and health and safety.

Town of San Anselmo specific goals and policies related to mitigation of natural hazards are as follows:

Table 20: Town of San Anselmo General Plan

Goal/Policy/ Program	Explanation
Land Use Element	
Goals	LU 3. New developments shall be integrated harmoniously into San Anselmo's existing neighborhoods and commercial areas. LU 4. New developments in the Town's open hillside and ridge areas will be regulated to protect the natural beauty of these areas.
Objective	LU 1: To manage future growth to ensure the orderly development of the community, the logical extension of urban services, preservation of the area's natural and cultural resources, and protection of the area's environmental setting.
Policy	LU 1.2: Future growth will be managed based on the ability to provide needed public services, the constraints associated with development of the site, the costs and revenues associated with new development, and the effects of growth on local traffic conditions.
Objective	LU 2: To preserve and enhance the unique natural and urban characteristics of the community while accommodating suitable new growth.
Policy	LU 2.1: All land use decisions within the Town and the planning area will take into consideration the protection and preservation of the area's surrounding hillsides, ridges, water courses, and any unique natural habitats. LU 2.2: New development will be required to preserve some of the natural and cultural characteristics of their respective development sites.
Objective	LU 3: To establish residential densities which are compatible with the environmental constraints of the area, and sensitive to adjacent land uses
Policy	LU 3.1: Very low density (hillside and ridge) and single-family conservation residential development should be located in areas of (1) relatively high visibility, (2) environmental hazards, (3) sensitive environmental resources, or (4) areas which are established as high priority open space lands. LU 3.2: Single-family residential development is most appropriate within and adjacent to existing single-family areas, and in areas easily served with water and sewer lines. Such areas should also serve as transition zones between mixed density and very low density areas.

Table 20: Town of San Anselmo General Plan	
Goal/Policy/ Program	**Explanation**
	LU 3.3: Mixed residential and housing opportunity development is most appropriate where sites have few environmental constraints, and have adequate facilities, such as water, sewer, transit, and access to commercial services.
Objective	LU 7: To protect and preserve those areas of unique natural and visual resources within the planning area
Policy	LU 7.1: To limit or prohibit development in hazardous areas or areas of high resource value. LU 7.6: 7.6 Continue to preserve open space and provide for the conservation of resources through innovative implementation including zoning, development controls (including grading, public and private acquisition, and incentives for private improvements which enhance the environment).
Objective	LU 9: To regulate future development on hillside and ridge parcels so as to protect, maintain, and enhance the natural characteristics of the land which contribute to the open space qualities of the parcel.
Policy	LU 9.5: New roads or extensions of existing roads which provide access to hillside and ridge parcels shall be limited in paved width to the minimum necessary to provide for adequate public safety LU 9.7: Development on hillside and ridge parcels shall be so designed as to minimize grading and disruption of natural contours.
Objective	LU 13: To ensure that existing and future development in hillside and ridge areas has a continuous supply of domestic water, adequate water to protect structures from domestic and wild fires
Policy	LU 13.1: To encourage the Fire District to require sprinkler systems in new residential buildings which the Water District cannot supply with the ISO recommended fireflow. LU 13.2: New homes shall hook into MMWD's system where feasible. If a water moratorium exists or public water cannot be provided, owners may construct potable water wells for new homes in accordance with the San Anselmo Municipal Code but shall connect to MMWD for their sole potable water supply as soon as water supplied by MMWD is available
Objective	LU 14: To require homes and other improvements constructed in hillside and ridge or other high fire hazard areas to be designed to reduce the potential for a disastrous fire.
Policy	LU 14.1: To prohibit on street parking on public and private roadways which, due to their width or circuitous routing, create problems for fire equipment access. LU 14.2: To prohibit the use of combustible roofing materials in residential areas that have a high wildfire potential (e.g., hillside and ridge areas). LU 14.3: To require brush clearance around structures which encroach on wild vegetative groundcover.
Objective	LU 15: To ensure that onsite sewage treatment systems do not create a potential health problem or contribute to a potential unstable slope condition.
Policy	LU 15.2: Where it is not feasible to hook into the Sanitation District collection system, the builder must supply a copy of a sanitation engineer's report to the Town stating that disposal is feasible on the site from a health standpoint. Further, a professional geotechnical report by a professional engineer shall be supplied to the Town stating that the proposed wastewater disposal field will not result in contribute to any landslide or other adverse geologic condition.
Objective	LU 16: To protect the community from danger to life and property caused by flooding.
Policy	LU 16.1: All new developments in the Town should be designed to minimize vegetation

Table 20: Town of San Anselmo General Plan	
Goal/Policy/ Program	**Explanation**
	removal, soils compaction, and site coverage. LU 16.2: To only allow development within the 100-year floodplain which is consistent with the Town's adopted Protection of Flood Hazard Areas and Water Course Ordinance. LU 16.3: To inform the citizens of the community of existing and potential flooding problems on an ongoing basis. LU 16.4: To repair and improve the Town's storm drainage system to handle existing and projected runoff. LU 16.5: To prepare evacuation plans for flood-prone areas and distribute information to affected residents, businesses, and property owners
Objective	LU 17: To ensure that facilities needed to function in a natural disaster are not located in the floodplain or, if there is no other choice, that they are designed to function adequately under emergency conditions.
Policy	LU 17.1: Facilities designated as "critical" in the emergency preparedness plan should not be located in the 100-year floodplain, or if no other choice shall be designed to function adequately under emergency conditions.
Circulation Element	
Goals	C 2. To design a roadway network which will maintain and enhance the quality of life on local residential streets in the community. C 5. To support transportation improvements and emerging vehicle technology that help reduce greenhouse gas emissions.
Objective	C 10: To allow limited improvements to the existing narrow and circuitous roadways which provide access to ridge and hillside properties while maintaining their existing rural character.
Policy	C 10.1 The only improvements the Town will allow on existing roads which serve ridge and hillside properties are those necessary to improve safety and drainage. The types of improvements which will be allowed include: resurfacing of existing paved areas, cross slope correction, small automobile turnouts, isolated widening, straightening of roads to correct safety hazards, placement of mirrors at blind curves, improved roadway drainage, and repair of existing slides along the roadway, or improvements similar in nature to those described herein.
Objective	C 17: To work toward more widespread use of electric vehicles to lower greenhouse gas emissions from transportation.
Policy	C 17.1: Zero Emission Vehicle readiness. Provide a foundation for electric vehicle implementation efforts, including investments in electric vehicle infrastructure and guidance for ongoing Town initiatives, by preparing an Electric Vehicle Strategy. The strategy should establish a framework for near-term actions that support longer-term mobility goals and initiatives, including, but not limited to, Town policy on costs and fees for Town charging stations, regulations for residential And workplace electric vehicle readiness, and policies for conversion of the Town vehicle fleet.
Open Space Element	
Goal	OS 2. Protect ridgelines, including the ridge zone, and preservation of the natural features of hillside lands
Objective	OS 2: To prohibit development on the ridgeline and within the ridge zone of the major ridges identified on the Open Space and Conservation Map, as well as the secondary ridges

Table 20: Town of San Anselmo General Plan	
Goal/Policy/ Program	**Explanation**
Policy	OS 2.8: Construction within the ridge zone shall be permitted only when the applicant has demonstrated to the satisfaction of the Town Engineer and Planning Commission that construction outside of the ridge zone would be detrimental with respect to soil and geologic conditions, vegetation removal, drainage, and such other factors as are determined to be pertinent.
Conservation Element	
Goals	CO 1. Minimize environmental harm and the disruption of natural features, particularly in hillside and unstable soil areas. CO 2. Protect creeks from pollution and against any unnecessary disturbance of the natural contours and vegetation of the banks. CO 3. Establish policies and practical guidelines for the prevention of erosion, the stabilization of soils, and the protection of the watershed necessary to minimize excessive water runoff. CO 5. Preserve ridgetops* and other locally important natural or man-made historic areas or features.
Policy	CO 3: Activities causing damage to hydrological and biological processes shall be discouraged.
Policy	CO 4: Streams shall be maintained in or restored to their natural state. A flood channel maintaining the natural settings on San Anselmo Creek and Sleepy Hollow Creek shall be of adequate width and properly maintained to allow passage of flood waters and preservation of riparian vegetation and habitat. Removal of vegetation on the hillsides should be closely controlled in order to minimize erosion, siltation of watercourses, and runoff.
Policy	CO 7: Construction shall be located and designed to avoid or minimize the hazards from earthquake, erosion, landslides, floods, fire, and accidents.
Policy	CO 9: Structures, parks, and other areas modified by man, where people spend most of their time, shall be healthful, safe, quiet, and of good design, both functionally and aesthetically.
Policy	CO 10: Projects shall not overburden the water supply, fire protection, waste disposal, schools, traffic and circulation, or other services and facilities, or adversely affect the financial or social environment of the community.
Policy	CO 11: Water supply, flood control, wastewater and solid waste disposal, soil conservation, and open space preservation shall be coordinated to create the greatest public benefit and the least degree of environmental damage.
Policy	CO 13: The Town and County shall take measures to reduce existing and future inefficient or unnecessary energy or natural resources consumption. Recyclable and biodegradable materials shall be utilized and used materials shall be recycled or reused whenever possible.
Town Parks, Recreation, and Public Facilities Element	
Goal	PS C3: The natural appearance and runoff capacity of stream channels should be protected, preserved, and enhanced by the development of small improvements (e.g., small earth-fill dams for storm water retention) and landscaping rather than a major flood-control project such as the concrete channel in lower Corte Madera Creek. The channel lines on both sides of San Anselmo Creek should be protected from encroachment by development.

Table 268: Town of San Anselmo General Plan
Source: Town of San Anselmo General Plan

3.2.2 Administrative and Technical Capabilities

The administrative and technical capability identifies the Town personnel responsible for activities related to mitigation and loss prevention. Many positions are full time and/or filled by the same person.

Table 21: Town of San Anselmo Administrative and Technical Capabilities

Administrative	Yes/No	Is coordination effective?
Administrative Services	Y	Administrative Services Department handles finance and purchasing, budgeting, risk management, information technology, and business licensing for the community. The department may be responsible for implementing mitigation actions related to the department's scope.
Planning Commission	Y	The Planning Commission meetings on the first and third Monday of each month. The Commission holds public hearings and takes action on subdivisions, design reviews, conditional use permits, and items that may be forwarded to or called up by the commission.
Hazard Mitigation Planning Committee	N	
Maintenance programs to reduce risk (e.g., tree trimming, clearing drainage systems)	Y	The Town's Public Works Department has sidewalk, tree, and stormwater maintenance programs that reduce risk of injuries due to falls, fire, and floods.
Mutual aid agreements	N	
Technical	Yes/No	Has capability been used to assess/mitigate risk in the past?
Warning systems/services (Reverse 911, outdoor warning signals)	Y	Utilizes the County emergency warning systems through the EAS system as their primary warning capability. Utilizes the emergency warning systems through telephone notification utilizing reverse 911.
Hazard data and information	Y	Data has been used for the determination of floodplain areas. Different building code requirements are enforced based on the location of a structure in the floodplain to mitigate risk.
Grant writing	Y	Grant writing is performed by Town staff and consultants. Grants have been obtained for flood control, to improve sidewalk safety, replace failing bridges etc.
Hazus analysis	N	
Staff/Personnel Resources	Yes/No Full Time/ Part Time	Is staffing adequate to enforce regulations? Is staff trained on hazards and mitigation? Is coordination between agencies and staff effective?
Chief Building Official	Y/FT	The Building Official is a registered architect, professional civil engineer, certified building official, and has a CAL OES certification. She is well trained on

		hazards and mitigation. She coordinates between the Town, agencies, and staff.
Flood Control and Water Conservation District Staff	Y	The Marin County Flood Control and Water Conservation District supports flood mitigation efforts by partnering with Cities and Towns to design, construct and maintain flood control infrastructure and channel improvements.
Emergency Manager	Y/FT	The Public Works Director serves as the emergency manager. He is adequate and well-trained to enforce regulations. He coordinates between the Town, agencies, and staff.
Community Planner	Y/FT	The Planning Director serves as the community planner. She is adequate and well-trained to enforce regulations. She coordinates between the Town, agencies, and staff.
Civil Engineer	Y/FT	The Town has multiple civil engineers under the Public Works Department. All staff are involved with the enforcement of regulations and are trained on hazard mitigation.
GIS Coordinator	N	
Community Development Staff	Y/FT	Develops and maintains the General Plan, including the Safety Element. Develops area plans based on the General Plan, to provide more specific guidance for the development of more specific areas. Reviews private development projects and proposed capital improvements projects and other physical projects involving property for consistency and conformity with the General Plan.
Town Planning, Building, and Public Works Staff	Y/FT	These departments are responsible for planning and building related activities including issuing permits, conducting environmental review, preparing planning documents, and addressing housing issues. Mitigation activities related to planning and building can be implemented by this department. Public Works Department is responsible for Town-owned infrastructure, including streets, bike lanes and sidewalks, storm drains, traffic signals, and streetlights. Mitigation actions involving new or retrofitted public infrastructure, as well as those related to water conservation, fall within the purview of the Public Works Department.
Police Department Staff	Y/FT	The Ross Police Department conducts emergency preparedness activities for the community. Mitigation activities related to emergency preparedness can be implemented by the Police Department.
Fire Department Staff	Y/FT	The Ross Valley Fire Department protects the town from the effects of fire and other hazardous conditions and supports implementation of mitigation actions that reduce the risk of wildfire.
Volunteer Boards and	Y	The Town has several volunteer groups that can help

Commissions		hazard mitigation efforts including the Town Council, Planning Commission, Flood Committee and the Quality of Life Committee. These groups are both personnel resources and can make recommendations to the Town Council, the governing body, which can update municipal and zoning codes.

Table 269: Town of San Anselmo Administrative and Technical Capabilities
Source: **Town of San Anselmo**

3.2.3 Fiscal Capabilities

The fiscal capability assessment shows specific financial and budgetary tools available to the jurisdictions such as community development block grants; capital improvements project funding; authority to levy taxes for specific purposes; fees for water, sewer, gas, or electric services; impact fees for homebuyers or developers for new development; ability to incur debt through general obligations bonds; and withholding spending in hazard-prone areas.

Table 22: Town of San Anselmo Fiscal Capabilities

Financial	Yes/No	Has the funding resource been used in past and for what type of activities? Could the resource be used to fund future mitigation actions?
Capital improvements project funding	Y	Funding has been included in the 5 Year CIP for flood control projects, stormwater mitigation, fire hazard reduction, etc both presently and in the past. The resource can and will be used in the future to fund mitigation projects.
Authority to levy taxes for specific purposes	Y	San Anselmo along with the County of Marin gets funding from Measure C for Wildfire Mitigation. In addition, Measure D (now J) a local sales tax has been used in the past for flood control mitigation. Both Measure C and J will be used in the future for wild fire mitigation and flood control, respectively. Measure J is also planned to be used for stormwater cleanup and mitigation and climate adaptation and resiliency. The measures could be used to fund future mitigation actions.
Fees for water, sewer, gas, or electric services	Y	Funding has not been used in the past for mitigation, but could possibly fund future mitigation activities. However, these utilities are not in the direct control of San Anselmo and may be limited by Public Utility Commission regulations.
Impact fees for new development	Y	Funding has not been used in the past for mitigation, but could possibly fund future mitigation activities.
Storm water utility fee		
Incur debt through general obligation bonds and/or special tax bonds	Y	The Town has used general obligation bonds to fund stormwater projects. Future funding could possibly be obtained through these means.

Incur debt through private activities	N	The Town is a public entity and doesn't incur private debt.
Community Development Block Grant	Y	Funding has not been used in the past for mitigation, but could possibly fund future mitigation activities.
Other federal funding programs	Y	Federal funding has been used in the past to mitigate landslides and flooding. Federal funding could be used in the future to fund various projects including stormwater runoff, flood control, and climate adaption.
State funding programs	Y	State funding has been obtained for replacement of bridges which cause flooding along with funding for other flood control projects. Future state funding could be obtained through the use of state funding for various mitigation activities.

Table 270: Town of San Anselmo Fiscal Capabilities
Source: **Town of San Anselmo**

3.2.4 COMMUNITY OUTREACH

The outreach and partnerships capability assessment shows outreach and public education programs available to the Town of San Anselmo and the Town of San Anselmo partnerships utilized to promote those programs.

Table 23: Town of San Anselmo Community Outreach

Outreach and Partnerships	Yes/No	Could the program/organization help implement future mitigation activities?
Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	Y	The Town has several volunteer groups that can help hazard mitigation efforts including the Town Council, Planning Commission, Flood Committee and the Quality of Life Committee. These groups are both personnel resources and can make recommendations to the Town Council, the governing body, which can update municipal and zoning codes.
Local citizen groups or non-profit organizations focused on environmental protection, emergency preparedness, access and functional needs populations, etc.	Y	The Town Manager's newsletter was initiated after the 2005-06 floods and became a regular method of communication between the Town and its residents.
Ongoing public education or information program (e.g., responsible water use, fire safety, household preparedness, environmental education)	Y	The Town partners with state and federal fire agencies. Partnerships with these groups could assist in future mitigation programs/actions.
Natural disaster or safety related school programs	Y	The Town conducts Public Outreach Programs at local schools on Fire Safety.

StormReady certification	N	In the future the Town could look at participating in this.
Firewise Communities certification	Y	Various neighborhoods in San Anselmo have Firewise Certification.
Community Rating System	Y	A Countywide collaboration of CRS community staff has been started in recent years and has led to shared resources including outreach materials and floodplain management training. This collaboration has the potential to expand and lead to a wide variety of flood mitigation activities.
Public-private partnership initiatives addressing disaster-related issues	Y	The Get Ready program, developed in the County of Marin, is a free 2-hour course provided to the community. The course is designed to help residents plan for an emergency with a family plan, evacuation checklist, and strategies to keep residents and their families safe. (https://readymarin.org/get-ready/)

Table 271: Town of San Anselmo Community Outreach
Source: Town of San Anselmo

3.2.5 Participation in the National Flood Insurance Program

Town of San Anselmo has participated in the Regular Phase of the NFIP since December 1st, 2077. Since then, the Town of San Anselmo has administered floodplain management regulations that meet the minimum requirements of the NFIP. Under that arrangement, residents and businesses paid the same flood insurance premium rates as most other communities in the country.

The Community Rating System (CRS) was created in 1990. The Town of San Anselmo has been in the CRS program since May 1st, 2016. The program is designed to recognize floodplain management activities that are above and beyond the NFIP's minimum requirements. CRS is designed to reward a community for implementing public information, mapping, regulatory, loss reduction and/or flood preparedness activities. On a scale of 10 to 1, the Town of San Anselmo is currently ranked Class 8 community, which gives a 10% premium discount to individuals in the Town of San Anselmo Special Flood Hazard Area (SFHA), and a 5%discount to policyholders outside the SFHA.

Presently, the Town of San Anselmo manages its floodplains in compliance with NFIP/CRS requirements and implements a floodplain management program designed to protect the people and property of the County. Floodplain regulations are a critical element in local floodplain management and are a primary component in the Town's participation in the NFIP. As well, the Town's floodplain management activities apply to existing and new development areas, implementing flood protection measures for structures and maintaining drainage systems to help reduce the potential of flooding within the Town.

The Town of San Anselmo will continue to manage their floodplains in continued compliance with the NFIP. An overview of the Town's NFIP status and floodplain management program are discussed in Table 24. Additional information on the Town's CRS program follows.

The activities credited by the CRS program provide direct benefits to the Marin County OA and its residents, including:

- Enhanced public safety;
- A reduction in damage to property and public infrastructure;
- Avoidance of economic disruption and losses;
- Reduction of human suffering; and
- Protection of the environment.

The activities that the Town of San Anselmo implements and receives CRS credits include:

San Anselmo's CRS program as of May 1, 2016.

Activity 310 – Elevation Certificates: Credit is provided for having written construction certificate management procedures for all new and substantially improved/substantially damaged buildings. (46 points)

Activity 320 – Map Information Service: Credit is provided for furnishing inquirers with basic flood zone information from the community's latest Flood Insurance Rate Map (FIRM). Credit is also provided for the community offering additional FIRM information, historical flood information, and natural floodplain functions. The service is publicized annually and records are maintained. (90 points)

Activity 330 – Outreach Projects: Credit is provided for general outreach projects and targeted outreach projects. These projects are disseminated annually. (82 points)

Activity 340 – Hazard Disclosure: Credit is provided for state regulations requiring disclosure of flood hazards. (15 points)

Activity 350 – Flood Protection Information: Documents relating to floodplain management are available in the reference section of the San Anselmo Library. Credit is also provided for floodplain information displayed on the community's website. (73 points)

Activity 360 – Flood Protection Assistance: Credit is provided for offering one-on- one advice regarding property protection and making site visits before providing advice. The service is publicized annually and records are maintained. (55 points)

Activity 420 – Open Space Preservation: Credit is provided for preserving approximately 55 percent of the Special Flood Hazard Area (SFHA) as open space, and preserving open space land in a natural state. (46 points)

Activity 430 – Higher Regulatory Standards: Credit is provided for enforcing regulations that require freeboard for new construction and substantial improvement, foundation protection, cumulative substantial improvement, and local drainage protection. Credit is also provided for the enforcement of building codes and Building Code Effectiveness Grading Schedule (BCEGS®) Classification. (111 points)

Activity 440 – Flood Data Maintenance: Credit is provided for maintaining and using additional map data in the day to day management of the floodplain. Credit is also provided for

establishing and maintaining a system of benchmarks and maintaining copies of all previous FIRMs and Flood Insurance Study reports. (161 points)

Activity 450 – Stormwater Management: The community enforces regulations for soil and erosion control, and water quality. (52 points)

Activity 510 – Floodplain Management Planning: Credit is provided for the Marin County Operational Area Multi-Jurisdictional Local Hazard Mitigation Plan, adopted on September 17, 2019. A progress report must be submitted on an annual basis. (171 points)

Activity 520 - Acquisition and Relocation : Credit is provided for a acquiring and/or relocating flood prone buildings so that they are out of the floodplain. (190 points)

Activity 630 – Dams: Credit is provided for a State Dam Safety Program. (37 points)

Repetitive Loss Properties

Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: 4
- Number of FEMA-identified Severe-Repetitive-Loss Properties: 0
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: All 4 RL properties were identified as "no" for mitigated.
- There were 0 repetitive loss properties that were categorized as mitigated.
- Repetitive Loss (RL) Residential Structures: 4
- Repetitive Loss (RL) Non-Residential Structures: 0
- Severe Repetitive Loss (SRL) Residential Structures: 0
- Severe Repetitive Loss (SRL) Non-Residential Structures: 0

Table 24: Town of San Anselmo NFIP Status

NFIP Topic	Comments
Insurance Summary	
How many NFIP policies are in the community? What is the total premium and coverage?	415 Policies $495,946 Premiums $125,204,000 coverage
How many claims have been paid in the community? What is the total amount of paid claims? How many of the claims were for substantial damage?	285 Paid losses $11,765,301 Paid losses 35 Substantial damage claims
How many structures are exposed to flood risk within the community? *"flood risk" is defined as the 1% annual chance flood (100-year flood. Numbers are from overlay of FEMA SFHA and building stock data.	561 – GIS, Maps, Hand count
Describe any areas of flood risk with limited NFIP policy coverage	Community FPA and FEMA Insurance Specialist
Staff Resources	
Is the Community Floodplain Administrator or NFIP Coordinator certified?	Community FPA

Is floodplain management an auxiliary function?	Community FPA
Provide an explanation of NFIP administration services (e.g., permit review, GIS, education or outreach, inspections, engineering capability)	Community FPA
What are the barriers to running an effective NFIP program in the community, if any?	Community FPA
Compliance History	
Is the community in good standing with the NFIP?	Yes
Are there any outstanding compliance issues (i.e., current violations)?	No
When was the most recent Community Assistance Visit (CAV) or Community Assistance Contact (CAC)?	June 28, 2019
Is a CAV or CAC scheduled or needed?	No
Regulation	
When did the community enter the NFIP?	December 1st, 1977
Are the FIRMs digital or paper?	Digital, some paper
Do floodplain development regulations meet or exceed FEMA or State minimum requirements? If so, in what ways?	Community FPA
Provide an explanation of the permitting process.	Community FPA, State, FEMA NFIP
Community Rating System (CRS)	
Does the community participate in CRS?	Yes
What is the community's CRS Class Ranking?	Class 8
What categories and activities provide CRS points and how can the class be improved?	310 Elevation Certificates 320 Map Information Service – 90 Points 330 Outreach Projects – 82 Points 340 Hazard Disclosure – 15 Points 350 Flood Protection Information - 73 Points 360 Flood Protection Advice – 55 Points 420 Open Space Preservation - 46 Points 430 Higher Regulatory Standards – 111 Points 440 Flood Data Maintenance – 161 Points 450 Stormwater Management – 52 Points 510 Floodplain Management Plan – 171 Points 520 Acquisition and Relocation – 190 Points 630 Dams – 37 Points
Does the plan include CRS planning requirements	Yes

Table 272: Town of San Anselmo NFIP Status
Source: FEMA, Town of San Anselmo

3.3 MITIGATION GOALS

44 CFR Requirement § 201.6(c)(3)(i) [The hazard mitigation strategy shall include a] description of mitigation goals to reduce or avoid long - term vulnerabilities to the identified hazards.

The information developed from the risk assessment was used as the primary basis for developing mitigation goals and objectives. Mitigation goals are defined as general guidelines explaining what each jurisdiction wants to achieve in terms of hazard and loss prevention.

Hazard Risk Prioritization
↓
Mitigation Goals & Objectives
↓
Mitigation Project Identification
↓
Mitigation Project Implementation

Goal statements are typically long-range, policy-oriented statements representing jurisdiction-wide visions. Objectives are statements that detail how each jurisdiction's goals will be achieved, and typically define strategies or implementation steps to attain identified goals. Other important inputs to the development of jurisdiction-level goals and objectives include performing reviews of existing local plans, policy documents, and regulations for consistency and complementary goals, as well as soliciting input from the public.

The following represents overarching strategic goals associated with the identification and eventual implementation of appropriate and meaningful hazard mitigation efforts in relation to prioritized hazards and threats confronting the Marin County OA. These goals form the basis for specific supporting process objectives and are shown from the highest priority, at the top of the list, to those of lesser importance.

The establishment of hazard mitigation goals represents both individual and collective strategies that have been mutually agreed upon by the Steering Committee and have changed with the 2023 MJHMP update. Objectives were added to Goals 2 and 5. Eventually, these goals have been adopted by the Marin County OA, including each of its jurisdictions, as the guiding policy behind local hazard mitigation efforts, in conjunction with other associated principles.

Goals were defined for the purpose of this mitigation plan as broad-based public policy statements that:

- Represent basic desires of the community;
- Encompass all aspects of community, public and private;
- Are nonspecific, in that they refer to the quality (not the quantity) of the outcome;
- Are future-oriented, in that they are achievable in the future; and
- A time-independent, in that they are not scheduled events.

Goals are stated without regard to implementation. Implementation cost, schedule, and means are not considered. Goals are defined before considering how to accomplish them so that they are not dependent on the means of achievement. Goal statements form the basis for objectives

and actions that will be used as means to achieve the goals. Objectives define strategies to attain the goals and are more specific and measurable.

Goal 1: Minimize risk and vulnerability of the community to the impacts of natural hazards and protect lives and reduce damages and losses to property, economy, and environment in the Marin County OA.

- Minimize economic and resource impacts and promote long-term viability and sustainability of resources throughout the Marin County OA.
- Minimize impact to both existing and future development.
- Provide protection for public health.
- Prevent and reduce wildfire risk and related losses.

Goal 2: Provide protection for critical facilities, infrastructure, utilities, and services from hazard impacts.

- Incorporate defensible space and reduce hazard vulnerability.
- Develop redundancies in utilities and services.
- Enhance resilience through enhanced construction.

Goal 3: Improve public awareness, education, and preparedness for hazards that threaten our communities.

- Enhance public outreach and participation in the Alert Marin Emergency Notification System.
- Enhance public outreach, education, and preparedness program to include all hazards of concern.
- Increase public knowledge about the risk and vulnerability to identified hazards and their recommended responses to disaster events, including evacuation and sheltering options.
- Provide planning and coordination for "At-Risk" populations.
- Provide planning and coordination for companion animals, livestock, and other animal populations.
- Increase community awareness and participation in hazard mitigation projects and activities.

Goal 4: Increase communities' capabilities to be prepared for, respond to, and recover from a disaster event.

- Improve interagency (local, state, federal) emergency coordination, planning, training, and communication to ensure effective community preparedness, response and recovery.
- Enhance collaboration and coordination of disaster-related plans, exercises, and training with local, state, and federal agencies, neighboring communities, private partners, and volunteers.
- Enhance the use of shared resources/Develop a strong mutual aid support system.
- Create and maintain a fully functional, interoperable radio and communication system with all regional public safety partners.

Goal 5: Maintain FEMA Eligibility/Position the communities for grant funding.

- Review hazard events and ongoing hazard mitigation projects annually.
- Assess the need to pursue or adjust hazard mitigation projects after significant hazard events.

Goal 6: Reduce exposure to High Hazard Dams that pose an unacceptable risk to the public.

- Improve alert and warning systems to provide residents downstream of a High Hazard Dam to receive timely warning to evacuation when threatened by potential or imminent dam failure.
- Enhance overall community preparedness to respond and evacuate a potential or imminent dam failure.
- Increase public awareness of the risk posed by High Hazard Dams and the potential for relocation of housing outside a possible inundation zone.
- Prioritize High Hazard Dam Mitigation projects and programs.

3.4 Status of Previous Mitigation Actions

Table 25 summarizes the actions that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

Table 25: Status of Previous Hazard Mitigation Actions

Action Number / Name	Completed	Ongoing	Not Started	Still Relevant	Included in Updated Action Plan
Develop list of locally historic resources and create incentives for private owners of historic or architecturally significant buildings to undertake mitigation to levels that will minimize the likelihood that these buildings will need to be demolished after a disaster and/or establish preservation-sensitive measures for the repair and re-occupancy of historically significant privately-owned structures.			X		Yes
Develop unused or new pedestrian rights-of-way as walkways to serve as additional evacuation routes.		X			Yes
Encourage Marin Municipal Water District to review and update mapped inundation area for Phoenix Dam and coordinate with the Town on procedures for the emergency evacuation of areas that would be inundated by a failure of Phoenix Dam.				X	Yes
Conduct an inventory of privately-owned existing or suspected soft-story structures as a first step in establishing voluntary or mandatory programs for retrofitting these buildings.			X		Yes
Use the soft-story inventory to require private owners to inform all existing andprospective tenants that they live or work in this type of building and may need to be prepared to live or work elsewhere following an earthquake if the building has not been retrofitted.			X		Yes
Require private owners to inform all existing tenants (and prospective tenants prior to signing a lease agreement) that they live in an unreinforced masonry building and the standard to which it may have been retrofitted. Require private owners to inform all existing tenants that they may need to be prepared to work elsewhere following an earthquake even if the building has been retrofitted, because it has probably been retrofitted to a life-safety standard, not to			X		Yes

Table 25: Status of Previous Hazard Mitigation Actions

Action Number / Name	Completed	Ongoing	Not Started	Still Relevant	Included in Updated Action Plan
a standard that will allow occupancy following major earthquakes.					
Continue Mapping of the creeks to further evaluate, design, and implement additional flood control projects.		X			Yes
Pursue funding for the design and construction of storm drainage projects to protect vulnerable properties, including property acquisitions, upstream storage such as detention and retention basins (excluding Memorial Park), and channel widening with the associated right-of-way acquisitions, relocations, and environmental mitigations.		X			Yes
Develop an approach and locations for various watercourse bank protection strategies, including for example, (1) an assessment of banks to inventory areas that appear prone to failure, (2) bank stabilization, including installation of rip rap, or whatever regulatory agencies allow (3) stream bed depth management using dredging, and (4) removal of out-of-date coffer dams in rivers and tributary streams		X			Yes
Working with stakeholders and the community, consider feasibility (including cost, funding, environmental and downstream impacts) and options for removal of Morningside Avenue Bridge and potential construction of upstream and downstream extended wing walls.		X			Yes
Recognize that a multi-agency approach is needed to mitigate flooding by having flood control districts, cities, counties, and utilities meet at least annually to jointly discuss their capital improvement programs for most effectively reducing the threat of flooding. Work toward making this process more formal to insure that flooding is considered at existing joint-agency meetings.		X			Yes
Improve upon existing hydrologic analysis of runoff and drainage systems to predict areas of insufficient capacity in the storm drain and natural creek system.		X			Yes
Continue to develop guidelines that limit the coverage of impervious surfaces, that require the use of permeable surfaces, that implement other regulations to effectively channel and minimize site runoff, and that allow water to percolate into the ground.		X			Yes
Encourage home and apartment owners to get elevation certificates.		X			Yes
Continue to encourage new development near floodways to incorporate a setback from watercourses to allow for changes in stormwater flows in the watershed over time.		X			Yes
Continue to have Town staff inspect creek areas after each storm.		X			Yes
Work with other Ross Valley jurisdictions to explore and adopt land use regulations to minimize additional runoff, or reduce runoff, within the Ross Valley watershed.			X		Yes
Working with stakeholders and the community, consider feasibility (including cost, funding, environmental and downstream impacts) and options for flow bypass accommodation for downtown constrictions			X		Yes
As new flood-control projects are completed, request that		X			Yes

Table 25: Status of Previous Hazard Mitigation Actions

Action Number / Name	Completed	Ongoing	Not Started	Still Relevant	Included in Updated Action Plan
FEMA revise its flood- insurance rate maps and digital Geographic Information System (GIS) data to reflect flood risks as accurately as possible.					
Consider adopting cumulative substantial improvement requirement of 3 to 5 years under Municipal Code Protection of Flood Hazard Areas.	X				No
Update hydraulic model at least once every ten years, or more frequently if there is a major development in the watershed or a major change in the Land Use Element of the General Plan of the cities or counties within the watershed.		X			Yes
Require an annual inspection of approved flood-proofed privately-owned buildings to ensure that (a) all flood-proofing components will operate properly under flood conditions and (b) all responsible personnel are aware of their duties and responsibilities as described in their building's Flood Emergency Operation Plan and Inspection & Maintenance Plan.		X			Yes
Ensure that Town and Ross Valley Fire Department-initiated fire-preventive vegetation-management techniques and practices for creek sides and high-slope areas do not contribute to the landslide and erosion hazard. For example, vegetation in these sensitive areas could be thinned, rather than removed, or replanted with less flammable materials. When thinning, the non-native species should be removed first. Other options would be to use structural mitigation, rather than vegetation management in the most sensitive areas.			X	X	Yes
Tie public education on defensible space and a comprehensive Fire Wise and defensible space ordinance to a field program of enforcement.		X			Yes
Encourage the formation of a community- and neighborhood-based approach to wildfire education and action through local Fire Safe Councils and the Fire Wise Program .		X			Yes
Encourage Ross Valley Fire Department to increase local patrolling during periods of high fire weather.		X			Yes
Encourage Ross Valley Fire Department to monitor weather during times of high fire.		X			Yes
Seek funding to prepare a Biodiversity, Fire, and Fuels Integrated Plan (BFFIP) that describes action that the Town will take to minimize fire hazards and maximize ecological health in its open space areas.		X			Yes
Improve engineering design and vegetation management for mitigation, appropriate code enforcement, and public education on defensible space mitigation strategies.		X			Yes
Ensure adequate fire department access to developed and open space areas and keep fire roads and public rights-of-way passable at all times.		X			Yes

Table 273: Status of Previous Hazard Mitigation Actions
Source: Town of San Anselmo

"Still Relevant" indicates that the project or program was first proposed in the 2018 MJHMP and remains still relevant to the current 2023 MJHMP hazard vulnerabilities.

3.5 HAZARD MITIGATION ACTIONS

The 2023 Marin County OA MJHMP was revised to reflect progress in local mitigation efforts. Mitigation projects were selected for each hazard and for the Town of San Anselmo based off the hazard risk assessment. The projects are supported by the mitigation goals and objectives, and are ranked using the following criteria; approximate cost, timeframe of completion, whether the project requires City Council regulatory action, and an assumption as to whether or not the project would be subject to CEQA or NEPA requirements. Funding sources are identified for all projects. All projects consider new, future, and existing development. Project worksheets are used by the Planning Team and Steering Committee to describe criteria for each project.

Based on the hazard profiles, threat assessment, capabilities assessment, community survey results, discussions among the Planning Team members, and existing best practices, a set of potential mitigation actions was developed and then evaluated based on the following criteria:

- FEMA requires local governments to evaluate the monetary and non-monetary costs and benefits of potential mitigation actions. Although local governments are not required to assign specific dollar values to each action, they should identify the general size of costs and benefits.
- The Planning Team may elect to include measures with a high cost or low benefits, but such measures should be clearly beneficial to the community and an appropriate use of local resources.

In addition, FEMA directs local governments to consider the following questions as part of the financial analysis:

- What is the frequency and severity of the hazard type to be addressed by the action, and how vulnerable is the community to this hazard?
- What impacts of the hazard will the action reduce or avoid?
- What benefits will the action provide to the community?

The Planning Team also chose to review and revise the potential hazard mitigation actions with consideration for climate impact and social vulnerability. Projects and programs were assessed with consideration of these variables.

Prioritization

As part of the mitigation actions development and review, the Planning Team also prioritized the actions. The prioritization efforts looked at the risks and threats from each hazard; lifesaving, life safety, property protection and lastly environmental protection; financial costs and benefits; technical feasibility; consideration for climate impact, and social vulnerability, and community values. Planning Team members were asked to identify their priority actions using the following criteria.

Implementation priority ratings were assigned as follows:

- **High Priority** - An action that meets multiple objectives, is linked to a high risk hazard, has benefits that exceed costs, and has a potential source of funding. Action can begin within the short term (1 to 5 years).
- **Medium Priority** - An action that meets multiple objectives, is linked to a high or medium risk hazard, has benefits that exceed costs, and is eligible for funding though no

funding has yet been secured for it. Action can begin within the short term (1 to 5 years) once funding is secured.

- **Low Priority** - An action that will mitigate the risk of a hazard, has benefits that do not exceed the costs or are difficult to quantify, has no secured source of funding, and is not eligible for any known grant funding. Action can be completed in the long term (1 to 10 years). Low-priority actions may be eligible for grant funding from programs that have not yet been identified.

Table 26 lists the Current Hazard Mitigation Actions for the Town of San Anselmo.

Table 26: Town of San Anselmo Current Hazard Mitigation Actions

No.	Mitigation Actions	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/ Progress
SA-1	Marin Emergency Radio Authority (MERA) Upgrades. MU-13 Protect Infrastructure and Critical Facilities	All Hazards/ 1, 2, 3, 4, 5	County of Marin and the Town of San Anselmo	Existing (2018)	Cost TBD; HMGP, BRIC, CDAA, FMA, grants, existing budgets	Ongoing/ 1-3 years. High	Town as a participant, is also studying replacement for the system as it reaches the end of its service life.
SA-2	Implement the Goals, Policies, and Actions listed in Table 20 of the General Plan Safety Element.	All Hazards/ 1, 2, 4, 5	Town of San Anselmo	New (2023)	Cost: General Funds	Ongoing/ 1-3 years High	A new General Plan Safety Element was adopted which includes significant public safety components.
SA-3	Review and adopt current California Building and Fire codes. MU-8 Adopt and Enforce Building Codes	All Hazards/ 1, 2, 4, 5	Town of San Anselmo	Existing (2018)	Cost: General Funds	1 – 3 years/ High	The Town continues to review and adopt current California Building and Fire codes.
SA-4	Review and adopt current California Building codes for seismic, flood, fire, and other disaster. MU-8 Adopt and Enforce Building Codes	All Hazards/ 1, 2, 4, 5	Town of San Anselmo	Existing (2018)	Cost: General Funds	3 - 5 years/ Medium	The Town continues to review and adopt current California Building codes.
SA-5	As new development occurs; roadways and driveways are required to be of minimal 12 to 20 foot width and with approved turnarounds and/or turnouts.	All Hazards/ 1, 2, 4, 5	Town of San Anselmo	Existing (2018)	Cost: General Funds	1 – 3 years/ High	Ongoing
SA-6	Enhance Community facilities to support the socially vulnerable population during extreme heat weather events. Design and Build a Resilience Hub ET-3 Assist Vulnerable Population	Severe Weather-Heat/ 1, 2, 4, 5	Town of San Anselmo	New (2022)	Cost TBD: HMGP, BRIC, CDAA, PG&E Grants	1 - 2 years/ High	The Resilience Hub Concept design has been completed, the project will go out for RFPs and will be funded by local funds if no grant funds are available. Identified in the Town 2030 Climate Action Plan
SA-7	Fire code amendments to reduce the damage to structures from earthquakes, landslides, and fires. Including automatic natural gas shut-off valves and fire sprinklers for new	Earthquake, Debris Flow, Wildfire, Land Subsidence/ 1, 2, 4, 5	Town of San Anselmo	Existing (2018)	Cost: General Funds	1 – 3 years/ High	Ongoing every 3 years.

Table 26: Town of San Anselmo Current Hazard Mitigation Actions

No.	Mitigation Actions	Hazards Mitigated/ Goals Met	Jurisdiction/ Responsible Agency	New, Existing, Completed, Removed	Estimated Cost and Potential Funding Source	Timeline/ Priority	Comments/ Progress
	and substantially remodeled structures.						
SA-8	Vegetation Management Plans (VMP) for development in the Wildland-Urban Interface (WUI) areas. WF-9 Implement a Fuels Management Program	Wildfire/ 1, 2, 4, 5,	Town of San Anselmo, Ross Valley Fire	New (2023)	Cost TBD: HMGP, BRIC, Fire Safe Marin, Private Grants	1 - 2 years/ High	This reduces the chance of a wildland fire igniting the structure(s) and reciprocally, wildland ignition from a structure fire.
SA-9	Vegetation Management Plan to include the removal of exotic, invasive, and hazardous species and replacing them with native, safer vegetation. WF-9 Implement a Fuels Management Program, ET-1 Reduce Urban Heat.	Wildfire, Severe Weather - Heat & Wind 1, 2, 4, 5,	Town of San Anselmo, Ross Valley Fire	New (2023)	Cost TBD: HMGP, BRIC, Fire Safe Marin, Private Grants	1 - 2 years/ High	Reduces the chance of a wind/ wildland fire igniting the structure(s) and reciprocally, wildland ignition from a structure fire. Supports environmental restoration.
SA-10	Vegetation Management around at risk PG&E power lines and electrical line undergrounding projects by PG&E.	Wildfire, Severe Weather - Wind/ 1, 2, 4, 5,	Town of San Anselmo, County of Marin, Fire Districts	New (2023)	Cost TBD: HMGP, BRIC, Fire Safe Marin, Private Grants	1 - 2 years/ High	Under grounding power lines will reduce vulnerability to fires caused by wind driven power line breaks.
SA-11	Local, Open Space, and Defensible Space fire fuel reduction and removal of non native plants and trees.	Wildfire 1, 2, 4, 5,	Town of San Anselmo, County of Marin, Fire Districts, and Marin Wildfire Protection Authority	New (2020/21)	Cost TBD: HMGP, BRIC, Fire Safe Marin, Private Grants, Measure C funding	1 - 10 years/ High	Measure C 10 Year Parcel Tax fire fuel reduction, community education, etc.
SA-12	Flood risk reduction projects including bridge replacements, building removal and other flood projects. F-2, F-19	Flooding, 1, 2, 4, 5	Town of San Anselmo, County of Marin, Flood Control Zone 9	Existing (2007)	Cost TBD: HMGP, FMA, CDAA, Flood Fee, and other grants	2 -20 Years/ High	San Anselmo is part of the Ross Valley Flood Control Zone 9 with Marin County Flood Control
SA-13	Community Rating System provide information to residential and commercial properties to reduce flood risk. Code to require and inspect flood	Flooding 1, 2, 4, 5	Town of San Anselmo, County of Marin	Existing (2016)	Cost General Fund	2 -5 Years/ High	Ongoing program which helps reduce insurance rates by providing public information, enforcement, etc.

Table 26: Town of San Anselmo Current Hazard Mitigation Actions							
No.	**Mitigation Actions**	**Hazards Mitigated/ Goals Met**	**Jurisdiction/ Responsible Agency**	**New, Existing, Completed, Removed**	**Estimated Cost and Potential Funding Source**	**Timeline/ Priority**	**Comments/ Progress**
	gates in commercial areas on an annual basis.						
SA-14	Groundwater use and monitoring program to reduce use of the domestic water supply. Install new irrigation systems, plan install piping for future greywater systems -D-1,2,3,4,5	Drought 1, 2, 3, 4, 5	Town of San Anselmo	Existing 2021	Cost TBD: General Fund, Measure A and J, grants	Ongoing/ High	During the recent drought wells were brought online, improved as well as improved efficient irrigation, and ground water monitoring
SA-15	Soft Story Program to identify and require retrofitting per adopted ordinance	Earthquake 1, 2, 4, 5	Town of San Anselmo	New 2023	Cost TBD General Fund	1-5 years Medium	
SA-16	Objective Design and Development Standards The ODDS provide clear and objective zoning standards and streamlined review and approval processes for multifamily and mixed-use residential development to ensure that local housing production goals are met in accordance with State law.	All Hazards 1, 2, 4, 5	Town of San Anselmo	New 2023	Cost TBD General Fund	Ongoing Medium	Adopted
SA-17	Housing Element The Housing Element is a part of the General Plan for the Town that assesses and lays out policies to meet the existing and projected housing needs of all economic segments of the community.	All Hazards 1, 2, 4, 5	Town of San Anselmo	New 2023	Cost TBD General Fund	1-8 years High	Adopted
SA-18	Stormwater State General Plan Remove trash from stormwater system, prevent erosion, and improve overall stormwater system	Flooding 1, 2, 5	Town of San Anselmo and County of Marin	Existing 2020	Cost TBD in the millions of dollars General Fund	1-10 years Medium	
SA-19	Firewise Community NFPA's Firewise USA® program teaches people how to adapt to living with wildfire and encourages neighbors to work together and take action now to prevent wildfires.	All Hazards MU-16 1, 2, 3, 4, 5	Ross Valley Fire, Fire Safe Marin, County of Marin, and Town of San Anselmo	Existing 2019	Volunteer program	Ongoing Medium	

Table 274: Town of San Anselmo Current Hazard Mitigation Actions

3.6 Progress in Local Mitigation Efforts

This plan has been created as a "living" document with input from the population and professionals within the Town of San Anselmo. Based on the planning meetings and the progress monitored by the steering committee members several mitigation actions were accomplished since the last planning cycle. Table 25 provides a brief description of the progress made in the local mitigation efforts and the plan for those mitigation actions that were not completed or are ongoing.

The planning team for the Town of San Anselmo identified and prioritized the mitigation actions as detailed in Table 26, based on the risk assessment and in accordance with the process outline in Section 3, Mitigation Strategy, of the base plan. Background information and information on how each action will be implemented and administered, such as ideas for implementation, responsible office, potential funding, estimated cost, and timeline are also included. General processes and information on plan implementation and maintenance of this MJHMP by all participating jurisdictions is included in Section 4.0: Plan Review, Evaluation, and Implementation.

3.7 Project Implementation

For hazard mitigation planning, "integration" means that hazard mitigation information is used in other relevant planning mechanisms, such as general planning, capital facilities planning, emergency management, hazard specific planning, and that relevant information from those sources is also used in hazard mitigation. This section identifies where such integration is already in place from the 2018 MJHMP, and where the 2023 MJHMP will be used for further integration.

The planning team for the Town of San Anselmo will maintain this plan and will serve as a lead staff for grant project applications on Town projects selected for application under the Hazard Mitigation Assistance grant programs.

An important implementation mechanism that is highly effective and low-cost is incorporation of the hazard mitigation plan recommendations and their underlying principles into town plans and mechanisms. Where possible the Town of San Anselmo will use existing plans and/or programs to implement hazard mitigation actions. Mitigation is most successful when it is incorporated into the day-to-day functions and priorities of government and development. As described in this plan's capability assessment, the Town of San Anselmo already implements policies and programs to reduce losses to life and property from hazards. This plan builds upon the momentum developed through previous and related planning efforts and mitigation programs and recommends implementing actions, where possible, through these other program mechanisms. These existing mechanisms include Integration opportunities for the 2023 Marin County OA MJHMP:

Town General Plan - Integrates hazard mitigation through the consideration of hazards most likely to impact the Town. These hazards are considered in the Safety Element, Housing Element and Open Space Element.

Town Emergency Operations Plans – Integrates hazard mitigation through the consideration of the Town's planned response to hazards most likely to impact the Town.

County, City and Town Ordinances - Integrates hazard mitigation through the consideration of plans and policies outlined in the capability assessments in the jurisdictional annexes.

Flood/Storm Water Management/Master Plans - Integrates hazard mitigation through the consideration of strategies to reduce flood risk and storm water management for the protection of life and property.

Community Wildfire Protection Plan - Integrates hazard mitigation through the consideration of strategies to reduce fire hazard and the risk of catastrophic wildfires in the WUI, while promoting the protection and enhancement of the county's economic assets and ecological resources.

The successful implementation of this mitigation strategy will require review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community. A few examples of incorporation of the MJHMP into existing planning mechanisms include:

7) As recommended by Assembly Bill 2140, each community should adopt (by reference or incorporation) this MJHMP into the Safety Element of their General Plans. Evidence of adoption (by formal, certified resolution) shall be provided to CalOES and FEMA
8) Integration of flood actions identified in this mitigation strategy with the actions and implementation priorities established in existing Flood Management Programs
9) Using the risk assessment information to update the hazards section in the County, City and Town Emergency Operations Plans

Efforts should continuously be made to monitor the progress of mitigation actions implemented through these other planning mechanisms and, where appropriate, their priority actions should be incorporated into updates of this hazard mitigation plan.

3.8 FUTURE DEVELOPMENT TRENDS

In the Marin County OA, new housing construction continues to exacerbate the high proportion of detached, single-family housing. In 2020, 96 percent of construction permits issued countywide were for single-family units. In 2020, 61 percent of existing residential buildings are single-family detached units in the Marin County OA. In 2015 and 2017, 100 percent of construction permits issued were for single-family homes, making the 2020 figure of 96 percent the third highest in proportion of single-family unit construction permits issued in the last seven years, but the greatest number of permits in a year is consistently issued for the construction of this type of housing.

Although the demographic trends in San Anselmo indicate that future housing supply is needed to support smaller household sizes and an older population, the predominant housing type continues to be the single-family detached homes, which comprise 76 percent of the housing stock (Department of Finance, 2020). Single-family attached units and small, multifamily complexes (2 to 4 units) comprise 11 percent of San Anselmo's housing, and larger multifamily complexes (5+ units) comprise 12 percent. Countywide single-family detached units comprise 61 percent of the housing stock and multifamily units (2+ units) comprise 27 percent.

To meet the needs of current and future residents, Chapter 8 of the Housing Element contains several programs, policies, and actions aimed at facilitating the development of multifamily housing in the Town's commercial corridors, missing middle housing in predominantly single-

family detached neighborhoods, and accessory dwelling units (ADUs) throughout the community.

From 2010 to 2011, the median sales price for a single-family home in San Anselmo dropped to a low of $700,000, and then began to increase steadily through 2021 where the median sales price was $1,600,000. Condominium sales prices dropped to a low of $295,000 in 2011. Sales prices have ebbed and flowed since 2011 and peaked in 2020, where the median condominium sales price of $1,400,000. Condominium sales prices have since decreased in 2021 where the median sales price was $805,000.

SECTION 4.0: PLAN REVIEW, EVALUATION, AND IMPLEMENTATION

The strategies presented are deemed appropriate and effective by recommendation of the Town of San Anselmo.

4.1 PLAN ADOPTION

Upon submission to the California Office of Emergency Services (CalOES) for review, and subsequent approval by the Federal Emergency Management Agency (FEMA), the Marin County OA MJHMP will be presented to local government for formal adoption. As appropriate, the adopted plan and accompanying Town of San Anselmo Community Profile will then be incorporated into local general plans for integration into organizational policy.

4.2 PLAN MONITORING

The process of hazard mitigation does not end with the completion, approval, and adoption of the Marin County OA MJHMP. During the five-year lifespan the Marin County and Town of San Anselmo plan, the County, cities, towns and special districts, along with community-based organizations will ensure that the mitigation goals and strategies identified are exercised and monitored under a collaborative and cooperative umbrella, and that the document itself is properly maintained.

The Marin County Office of Emergency Management, as lead coordinating agency for hazard mitigation planning within the Marin County OA, leads the Marin Operational Area Hazard Mitigation Working Group that meets quarterly to review and manage the plan, projects, and programs. The Town of San Anselmo is a participating member of the Marin Operational Area Hazard Mitigation Working Group. The Town of San Anselmo Public Works Director will monitor and update the Town of San Anselmo Annex to the Marin County OA MJHMP.

The review will identify changing community priorities, updated or new planning documents and the progress or status of the mitigation actions as detailed in the mitigation strategy. Additional questions to complete the review will be considered as follows:

- Do the goals address current and expected conditions?
- Are the goals and objectives consistent with changes in the local, state, and federal policy?
- Status updates on all mitigation actions?
- Have the hazards or risks changed?
- Are current resources appropriate for implementing the MJHMP?
- Have the outcomes occurred as expected?
- Is the County and jurisdictions or districts participating in the plan implementation process as expected?

The Working Group is a subgroup of the Marin Disaster and Citizens Corps Council. During the five-year update cycle, the Marin Operational Area Hazard Mitigation Working Group will have quarterly update meetings with the Hazard Mitigation Planning Committee and local stakeholders to discuss revisions to the plan and progress updates for the hazard mitigation actions. Further, Marin OEM will host an annual one-day mitigation summit to increase engagement and enhance collaboration on the plan and projects. The summit will also have the

goal to educate stakeholders on innovative approaches to mitigation, trends, and new plan requirements. Marin OEM, as the host, will seek subject matter experts, state and federal officials, and representatives from within the Marin OA to speak to mitigation and planning. The knowledge gathered and the coordination facilitated during the summit will be used to update the base plan and annexes.

Marin OEM has the capacity to lead the Working Group and Multi-Jurisdictional Planning with one coordinator assigned with direct maintenance of the plan, a department analyst assigned to support the coordinator with project and grant tracking, and a community preparedness coordinator assigned with conducting regular public outreach on the plan and education on mitigation. Community feedback and integration will continue through outreach events and OEM website, where residents and visitors are invited to provide feedback through a survey, available in English or Spanish.

Specific plan maintenance activities by the Marin County Office of Emergency Management and its participating jurisdictions/special districts may include:

- Hold quarterly update meetings with the Hazard Mitigation Planning Committee and local stakeholders to discuss revisions to the plan and progress updates for the hazard mitigation actions.
- Annual Hazard Mitigation Summit
- Holding public meetings after the first quarter and third quarter update meetings.
- Maintaining the Marin County OEM Hazard Mitigation Website, which provides the public with the ability to access identified hazard impact maps, location address search capability, and a listing of hazard mitigation actions.
- Monitoring of the Marin County and all participating jurisdiction mitigation project activities and dissemination of status reports.
- Generation of reports relative to plan status, project management, and revision updates to executive leadership.
  Preparations for the plan's future revision and updating.

4.3 Plan Evaluation

Upon approval and adoption by the Town of San Anselmo, the prioritized mitigation strategies will be further developed for funding and implementation by the lead agencies. The plan describes the potential sources of hazard mitigation funding, and general procedures to obtain that funding.

The mitigation strategies represented and adopted within this plan are recommendations only and must be approved and funded in order to be implemented as official mitigation solutions. Ultimately, it is the responsibility of jurisdictional and agency officials within the Marin County to undertake project implementation based upon identified mitigation strategies, funding availability, and local need when it arises. The Marin County Office of Emergency Management will meet with the Marin Operational Area Hazard Mitigation Working Group, including the Town of San Anselmo, to evaluate the plan after each update meeting.

4.4 Plan Update

The Town of San Anselmo Public Works Director will monitor and update the Town of San Anselmo Annex to the Marin County OA MJHMP. During the five-year update cycle, the Town of San Anselmo and the Marin County Office of Emergency Management will hold quarterly update meetings with the Marin Operational Area Hazard Mitigation Working Group and local

stakeholders to discuss revisions to the plan and progress updates for the hazard mitigation actions. The Marin County Office of Emergency Management and all participating jurisdictions and special districts will continue to hold public meetings after the first quarter and third quarter update meetings annually and will continue to invite public participation in the update process via updated public surveys.

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ACRONYMS/ABBREVIATIONS

Acronym	Definition
ABAG	Association Bay Area of Governments
ADU	Accessory Dwelling Units
AMI	Area Median Income
AQI	Air Quality Index
ARP	Address Resolution Protocol
ASL	American Sign Language
ATSDR	Agency for Toxic Substances and Disease Registry
BAAQMD	Bay Area Air Quality Management District
BCDC	Bay Conservation and Development Commission
BCEGS	Building Code Effectiveness Grading Schedule
BCPUD	Bolinas Community Public Utility District
BFE	Base Flood Elevation
BRIC	Building Resilient Infrastructure and Communities
CA	California
CAC	Community Assistance Contact
CAL FIRE	California Department of Forestry and Fire Protection
Cal OES	California Office of Emergency Services
CAP	Climate Action Plan
CASPER	Community Assessment for Public Health Emergency Response - California Department of Public Health
CAV	Community Assistance Visit
CDAA	California Disaster Assistance Act
CDC	Centers for Disease Control and Prevention
CDI	Certified Deaf Interpreter
CEQA	California Environmental Quality Act
CERT	Community Emergency Response Team
CGS	California Geological Survey
CIP	Capital Improvement Plan
CIR	Conservation Incentive Rate
CITR	Conservation Incentive Tier Rate
CMFD	Central Marin Fire District
CMSA	Central Marin Sanitation Agency

CNRA	California Natural Resource Agency
CO	Carbon Monoxide
COVID-19	Coronavirus Disease 2019
COYL	Coyote Creek Left Bank Levee
CPUC	California Public Utilities Commission
CRF	Community Risk Factor
CRI	Community Resilience Index
CRS	Community Rating System
CRT	Community Response Team
CSA	County Service Area
C-SMART	Sea-level Marin Adaption Response Team
CWPP	Community Wildfire Protection Plan
DDoS	Distributed Denial of Service
DMA	Disaster Mitigation Act
DNS	Domain Name System
DOF	California Department of Finance
DoS	Denial-of-Service
DPW	Department of Public Works
DR	Disaster Relief
DSOD	Division of Safety of Dams - California Department of Water Resources
DWR	California Department of Water Resources
EAL	Expected Annual Loss
EAS	Emergency Alert System
ECC	Emergency Command Center
EOC	Emergency Operation Center
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
EPC	Emergency Preparedness Commission
ESHA	Environmentally Sensitive Habitat Areas
FD	Fire Department
FEMA	Federal Emergency Management Agency
FHSV	Fire Hazard Severity Zones
FIRM	Flood Insurance Rate Maps
FMA	Flood Mitigation Assistance

FMP	Flood Mitigation Plan
FOG	Fats, Oils, & Grease
FPA	Floodplain Administrator
FRA	Federal Responsibility Areas
FY	Fiscal Year
GGBHTD	Golden Gate Bridge, Highway and Transportation District
GGNRA	Golden Gate National Recreation Area
GGNRA	Golden Gate National Recreation Area
GIS	Geographic Information System
Gov	Government
GPAC	General Plan Advisory Committee
H2S	Hydrogen Sulfide
HFHSZ	High Fire Severity Zone
HIRA	Hazard Identification and Risk Assessment
HIV/AIDS	Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome
HLR	Historic Loss Ratio
HMGP	Hazard Mitigation Grant Program
IoT	Internet of Things
IP	Intellectual Property
IPAWS	Integrated Public Alert and Warning System
IPCC	Intergovernmental Panel on Climate Change
ISEPA	Identified Site Emergency Planning Application
JPA	Joint Powers Agreement
LCP	Local Coastal Program
LGVSD	Las Gallinas Valley Sanitary District
LHMP	Local Hazard Mitigation Plan
LOMA	Letters of Map Amendment
LOMR	Letters of Map Revision
LRA	Local Responsibility Areas
LRAD	Long-Range Acoustic Device
LSAC	Levee Safety Action Classification
Marin IJ	Marin Independent Journal
MCEP	Marin Climate Energy Partnership
MCFD	Marin County Fire Department

MCOSD	Marin County Open Space District
MCPIO	Marin County Public Information Officers
MCSTOPP	Marin County Stormwater Pollution Prevention Program
MERA	Marin Emergency Radio Authority
MERS	Middle Eastern Respiratory Syndrome
MFHSZ	Moderate Fire Severity Zone
MG	Million Gallons
MGD	Million Gallons Per Day
MHOAC	Medical/Health Operational Area Coordinator
MHW	Mean High Water
MJHMP	Multi-Jurisdictional Hazard Mitigation Plan
MMI	Modified Mercalli Intensity
MMRC	Marin Medical Reserve Corps
MMWD	Marin Municipal Water District
MRZ	Mineral Resource Zones
MV2040	Mill Valley General Plan 2040
Mw Scale	Moment Magnitude Scale
MWPA	Marin Wildfire Prevention Authority
NASA	National Aeronautics and Space Administration
NCDC	National Climatic Data Center
NEPA	National Environmental Policy Act
NFDRS	National Fire Danger Rating System
NFIP	National Flood Insurance Program
NID	National Inventory of Dams
NIH	National Institute for Health
NMWD	North Marin Water District
NPDES	National Pollutant Discharge Elimination System
NPR	Northwestern Pacific Railroad
NR	National Register of Historic Places
NRI	National Risk Index
NWS	National Weather Service
O3	Ozone
OA	Operational Area
OEM	Office of Emergency Management

OHP	Office of Historic Preservation
OWTA	On-Site Wastewater Treatment Systems
PD	Police Department
PG&E	Pacific Gas & Electric
PM10	Particulate Matter Less Than 10 Microns In Aerodynamic Diameter
PSPS	Public Safety Power shutoffs
PtH	Pass the hash
PUD	Public Utility District
PW	Public Works
RACES	Radio Amateur Civil Emergency Service
RAWS	Remote Automated Weather Stations
RCD	Resource Conservation District
RHNA	Regional Housing Needs Assessment
RTP	Regional Transportation Plan
SASM	Sewerage Agency of Southern Marin
SFBRA	San Francisco Bay Restoration Authority
SFHA	Special Flood Hazard Area
SFHA	Special Flood Hazard Areas - FEMA
SFHA	Special Flood Hazard Area
SHMP	State Hazard Mitigation Plan
SHSGP	State Homeland Security Grant Program
SMART	Sonoma Marin Area Rail Transit
SMCSD	Sausalito Marin City Sanitary District
SMFD	Southern Marin Fire District
SOD	Sudden Oak Death
SOX	Sulfur Oxides
SQL	Structured Query Language
SR	State Route
SRA	State Responsibility Areas
SSMP	Sewer System Management Plan
SVI	Social Vulnerability Index
TAM	Transportation Authority of Marin
TBD	To Be Determined
TENS	Telephone Emergency Notification System

UCERF2	Uniform California Earthquake Rupture Forecast, Version 2
UCERF3	Uniform California Earthquake Rupture Forecast, Version 3
USACE	U.S. Army Corps of Engineers
USGS	United States Geological Survey
UWMP	Urban Water Management Plan
VHFHSV	Very High Fire Severity Zone
VMP	Vegetation Management Plans
WC/ATWC	West Coast/Alaska Tsunami Warning Center
WHO	World Health Organization
WSCP	Water Shortage Contingency Plan
WUI	Wildland Urban Interface
WWTP	Waste Water Treatment Plant
XSS	Cross-Site Scripting

Assembly Bill 2140 (AB 2140) Fact Sheet

Information for Counties and Cities

What is AB 2140?

Passed in 2006, Assembly Bill No. 2140 (AB 2140) allows California counties and cities to be considered for additional state cost-share on eligible Public Assistance projects by adopting their current, FEMA-approved local hazard mitigation plans (LHMPs) into the Safety Element of their General Plan. This adoption, along with other requirements, makes the county or city eligible to be considered for part or all of its local-share costs on eligible Public Assistance projects to be provided by the state through the California Disaster Assistance Act (CDAA). For more information regarding Public Assistance, please visit Cal OES Public Assistance Division.

How Can AB 2140 Help Counties, Cities, and Your Citizens?

For eligible Public Assistance projects, the typical local (non-federal) cost share is 25% of the total project cost. CDAA can allow the state to pay up to 18.75% of the non-federal share, that would otherwise fall upon the county or city, to pay for eligible Public Assistance projects once the legislature has passed a bill allowing additional state funding after a disaster occurs. Upon approval of the legislature, counties and cities that are AB 2140 compliant are also eligible to be considered for the remaining 6.25% local share to be funded by the state, essentially covering the entire local-share cost for eligible Public Assistance projects. Please note that funding is not guaranteed.

What Do You Need to Know?

- AB 2140 is **not** a requirement; it is an optional state incentive to help counties and cities become more resilient to natural hazards. Be sure to work with your planning department as the process proceeds.
- There are multiple steps that must be completed before Cal OES can issue a letter of AB 2140 compliance. These steps are listed in detail below in the section *What Are the Steps to Become AB 2140 Compliant?*
- Be aware that adopting the LHMP via a formal resolution is a federal requirement for FEMA to officially "approve" the LHMP and does not make your jurisdiction automatically AB 2140 compliant. AB 2140 is a state incentive which also requires adopting your LHMP into the Safety Element of your General Plan. However, both adoptions can take place at the same time using the same adoption resolution.
- AB 2140 compliance expires when the LHMP expires. You must re-adopt the LHMP itself **AND** adopt the LHMP into the Safety Element of your General Plan each time you update your LHMP in order to continue compliance.
- For multi-jurisdiction hazard mitigation plans (MJHMPs), the county and each city in the MJHMP must adopt its own specific annex into its own General Plan

Safety Element. Annex jurisdictions are not covered under the county's adoption.
- Special districts are not eligible for AB 2140 compliance as they do not have General Plans.
- For additional information on General Plan and Safety Element requirements please contact the California Office of Planning and Research (OPR).

What Are the Steps to Become AB 2140 Compliant?

1. Complete and submit an LHMP to the Governor's Office of Emergency Services (Cal OES). A jurisdiction must have a current, FEMA-approved LHMP.
    a. Cal OES will provide an initial review and, if applicable, request required revisions based on the FEMA LHMP Guidance.
    b. Once Cal OES has determined the plan has met all FEMA LHMP requirements, Cal OES will then forward the LHMP to FEMA for final review and approval.
    c. For questions or assistance, please contact the Cal OES Local Mitigation Planning Unit at mitigationplanning@caloes.ca.gov.

2. LHMP adoption **AND** adoption into the Safety Element of the General Plan
    a. Adopt the LHMP via a formal resolution following your jurisdiction's typical procedure once FEMA has issued "approvable pending adoption" (APA) status. Once FEMA receives a signed adoption resolution, they can then issue an official "approval" notice for your LHMP.
        i. A sample adoption resolution for your LHMP is provided in Appendix B of the FEMA LHMP Policy Guide.
    b. At this time, you may also choose to adopt the LHMP into the Safety Element of your General Plan using the same resolution in order to meet a requirement of AB 2140 compliance (see step 3).
        i. Within the Safety Element update adoption resolution, there must be language specific to adopting the LHMP into the Safety Element of the General Plan, and the resolution must be signed and approved before the LHMP expires. This adoption can occur at the same time the LHMP is adopted to comply with FEMA requirements, or it can occur after the LHMP is approved but before it expires after five years.
    c. At any time during the life of an approved LHMP a jurisdiction may choose to adopt the LHMP into the Safety Element of their General Plan, however, when the LHMP expires, AB 2140 compliance will also expire.

3. Safety Element Language
    a. The local agency must include language specific to the LHMP within the Safety Element of their General Plan **and** make the LHMP easily accessible in its entirety as a weblink, appendices, or attachment (see step 4).
    b. Jurisdictions should follow their own internal procedures for Safety Element language, however, below is sample language that may be used:
        i. "The Local Hazard Mitigation Plan (LHMP) for the [*Add Jurisdiction Name*] planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The LHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies, involve planning, policy changes, programs, projects, and other activities. (Add a web link or language directing to the LHMP attachment or appendix within the Safety Element. Discussed further in step #4 below.)"

4. LHMP Accessibility and Links
    a. The current, approved LHMP must be easily accessible and available to the public viewing the Safety Element. This requirement can be met by linking the LHMP electronically to the General Plan Safety Element or by including the LHMP in its entirety as an attachment or appendix in the Safety Element and referencing its location with the plan.
    b. Web links should be monitored so that they are in working condition and bring the viewer to the most recent approved version of the LHMP.

5. E-mail the link to the updated General Plan Safety Element web page along with the signed adoption resolution(s) to the Cal OES AB 2140 inbox ab2140@caloes.ca.gov for review and approval.

Frequently Asked Questions

Q: Who do I contact if I have additional questions regarding my LHMP or AB 2140 status?
A: For questions regarding AB 2140 compliance please contact ab2140@caloes.ca.gov. For questions pertaining to your LHMP, please contact the Cal OES Local Hazard Mitigation Planning team at mitigationplanning@caloes.ca.gov.

Q: If a county is AB 2140 compliant, are its cities automatically covered?
A: No. Each county and city must:
1. Have either your own stand-alone LHMP or have an annex in a MJHMP.
2. Have adopted your approved stand-alone LHMP or annex into your own General Plan Safety Element.

Q: Can a jurisdiction obtain AB 2140 compliance before their LHMP is approvable pending adoption (APA) from FEMA?
A: No. The LHMP must be either APA or officially "approved" by FEMA before you may adopt to obtain AB 2140 compliance.

Q: Are special districts covered under their county's LHMP since they do not have their own general plan?
A: No. Special districts are not qualified for additional cost share under AB 2140 because they do not have a General Plan.

Q: If a county or city becomes AB 2140 compliant, does this compliance last forever?
A: No. AB 2140 compliance expires on the day the LHMP expires. You must re-adopt your LHMP into your General Plan Safety Element each time you update your LHMP.

Q: Once a county or city becomes AB 2140 compliant, are they guaranteed funding?
A: No. You will be eligible to be considered for additional CDAA funding upon approval of the legislature. There is no guarantee of funding.

Q: Can a city or county adopt their LHMP to obtain AB 2140 compliance at the same time they adopt their LHMP to fulfill the FEMA requirement when the LHMP is approvable pending adoption?
A: Yes, this is a viable option. It is crucial, however, that Cal OES receives a copy of the adoption resolution to ensure compliance. Your jurisdiction is

not compliant until Cal OES has documentation and has issued a compliance letter.

Q: If the actual LHMP is added to the General Plan, but not within the Safety Element, is language still required in the Safety Element?
A: Yes, language specific to the LHMP and a web link, appendix, or language within the Safety Element that directs the public to the most current, approved LHMP in its entirety is required to be in the Safety Element.

AB 2140 Compliance Checklist

In order to issue a letter of AB 2140 compliance, Cal OES will review and verify that your jurisdiction has performed the following:

- ✓ Has a current, FEMA-approved or approvable pending adoption (APA) LHMP.
- ✓ Formally adopted the LHMP via resolution.
- ✓ Formally adopted the most current, approved LHMP into the Safety Element of your General Plan via resolution.
- ✓ Included language within the Safety Element of your General Plan that references your LHMP.
- ✓ Included a web link, appendix, or language within the Safety Element that directs the public to the most current, approved LHMP *in its entirety*.
- ✓ E-mailed the link to the updated General Plan Safety Element web page along with the signed, adoption resolution(s) to the Cal OES AB 2140 inbox ab2140@caloes.ca.gov for review and approval.

For AB 2140 Questions: ab2140@caloes.ca.gov

For LHMP Questions: mitigationplanning@caloes.ca.gov

For Public Assistance and CDAA Questions: DisasterRecovery@caloes.ca.gov

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

May 9, 2024

Alison Kearns
Risk Analysis Branch Chief
Mitigation Division
Federal Emergency Management Agency, Region IX
1111 Broadway Street, Suite 1200
Oakland, California 94607

Subject: Marin County MJHMP Annexes

Dear Ms. Kearns:

The California Governor's Office of Emergency Services (Cal OES) is forwarding the Marin County MJHMP Annexes for formal review. The documents were transmitted to FEMA electronically through Teams.

If you have any questions, please contact me at (916) 845-8531.

Sincerely,

VICTORIA LAMAR-HAAS, Chief
Local Mitigation Planning Unit

Enclosures

cc: Steven Torrence, Director of Emergency Management, Marin County Fire Department

3650 SCHRIEVER AVENUE • MATHER, CA 95655
MITIGATION PLANNING DIVISION
(916) 845-8177 • (916) 845-8397

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

July 3, 2024

Steven Torrence
Director of Emergency Management
Marin County Office of Emergency Management
1600 Los Gamos Drive, Suite #301
San Rafael, CA 94903

Dear Steven Torrence:

The *Marin County Operational Area Multi-Jurisdictional Hazard Mitigation Plan 2023* has been amended to include the following jurisdictions as an official planning participants:

- City of Belvedere
- Town of Fairfax
- City of Larkspur
- City of Mill Valley
- City of Novato
- Town of Ross
- Town of San Anselmo
- City of San Rafael
- Town of Tiburon
- Bolinas Community Public Utility District
- Las Gallinas Valley Sanitary District
- North Marin Water District
- Southern Marin Fire Protection District

These jurisdictions must submit an adoption resolution to FEMA in order to be considered fully approved.

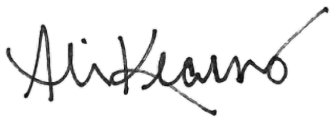
FEMA's approval of the *Marin County Operational Area Multi-Jurisdictional Hazard Mitigation Plan 2023* remains for a period of five years from the original approval date of **January 31, 2024** for all approved participants. An updated list of the status of current participating jurisdictions is enclosed with this letter.

Prior to **January 31, 2029**, Marin County and all participating jurisdictions are required to review and revise the plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval in order to continue to be eligible for mitigation project grant funding.

The continued approval of this plan ensures Marin County and all participating jurisdictions' continued eligibility for project grants under FEMA's Hazard Mitigation Assistance programs, including the Hazard Mitigation Grant Program, Building Resilient Infrastructure and Communities Program, and Flood Mitigation Assistance Program. All requests for funding, however, will be evaluated individually according to the specific eligibility, and other requirements of the particular program under which applications are submitted.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,



Alison Kearns
Planning and Implementation Branch Chief
Mitigation Division
FEMA Region 9

Enclosure (1)
Marin County Plan Review Tool Amended July 3, 2024
Status of Participating Jurisdictions, dated July 3, 2024

cc: Robyn Fennig, State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of Emergency Services

Status of Participating Jurisdictions as of July 3, 2024

Jurisdictions – Adopted and Approved

#	Jurisdiction	Adoption Receipt Date
1	Marin County	March 22, 2024
2	Town of Corte Madera	January 31, 2024
3	City of Sausalito	April 22, 2024

Jurisdictions – Approvable Pending Adoption

#	Jurisdiction
1	City of Belvedere
2	Town of Fairfax
3	City of Larkspur
4	City of Mill Valley
5	City of Novato
6	Town of Ross
7	Town of San Anselmo
8	City of San Rafael
9	Town of Tiburon
10	Bolinas Community Public Utility District
11	Las Gallinas Valley Sanitary District
12	North Marin Water District
13	Southern Marin Fire Protection District

RESOLUTION NO. 2024-

RESOLUTION OF THE SAN ANSELMO TOWN COUNCIL AMENDING THE SAFETY ELEMENT OF THE GENERAL PLAN TO INCORPORATE THE 2024 MARIN MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AND TOWN OF SAN ANSELMO ANNEX TO THE 2024 MARIN MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN BY REFERENCE AND TO CORRECT TYPOGRAPHICAL ERRORS AND MAKING THE ASSOCIATED CEQA EXEMPTION FINDINGS

WHEREAS, the Town of San Anselmo (Town) recognizes the threat that natural and human-induced hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards. The Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local or Multi-Jurisdictional Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the Town fully participated in the FEMA-prescribed mitigation planning process conducted by the County of Marin known as the Marin County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP); and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) and FEMA approved the 2024 MJHMP and the Town of San Anselmo Community Profile ("Town of San Anselmo Annex") on May 6, 2024 and July 3, 2024, respectively; and

WHEREAS, the Town Council of San Anselmo adopted the 2024 Marin County MJHMP and the Town of San Anselmo Annex (collectively, the "Local Hazard Mitigation Plan") by resolution on August 27, 2024; and

WHEREAS, passed in 2006, Assembly Bill (AB) 2140 allows California counties and cities to adopt their current, FEMA-approved LHMP into the Safety Element of their General Plans. This adoption makes the county or city eligible to be considered for part or all its local-share costs on eligible Public Assistance funding to be provided by the state through the California Disaster Assistance Act (CDAA); and

WHEREAS, adoption by the Town Council would demonstrate the Town's commitment to fulfilling the mitigation goals and objectives outlined in the Local Hazard Mitigation Plan and is the first step in complying with AB 2140; and

WHEREAS, on June 25, 2024, the Town submitted the Draft Safety Element to the California Geological Survey of the Department of Conservation as required by California Government Code Section 65302.5(a); and

WHEREAS, the adoption of Amendments to the Safety Element constitutes a General Plan Amendment pursuant to California Government Code Section 65350 *et seq*.; and

WHEREAS, California Government Code Section 65353 requires the Planning Commission to hold at least one public hearing prior to approving the recommendation of a General Plan Amendment; and

WHEREAS, the Amendments to the Safety Element herein are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that they will have a significant effect on the environment; and

WHEREAS, the Amendments to the Safety Element are consistent with the Town's Safey Element Policy S-1.9 and Action S-1.9a of the General Plan; and

WHEREAS, a public hearing notice was published in the Marin Independent Journal and posted in three places on August 12, 2024 pursuant to California Government Code Section 65090 giving notice of the Town Council's consideration of the proposed General Plan Amendments contained herein; and

WHEREAS, on August 19, 2024, the Planning Commission held a duly noticed public hearing to take public testimony and unanimously voted to recommend that the Town Council adopt a Resolution regarding the Amendments to the Safety Element; and

WHEREAS, on August 27, 2024, the Town Council held a duly noticed public hearing to take public testimony and consider the Planning Commission's recommendation that the Town Council adopt a Resolution amending the Safety Element; and

NOW, THEREFORE, BE IT RESOLVED that:

1. Based on substantial evidence in the record, the above recitals are true and correct and incorporated as findings herein.
2. The Town Council of the Town of San Anselmo does hereby adopt Amendments to the General Plan Safety Element to incorporate the 2024 Marin County MJHMP and the Town of San Anselmo Annex (collectively, the "Local Hazard Mitigation Plan") by reference and to correct typographical errors, attached hereto as Exhibit "A" and incorporated herein by reference.

RESOLUTION PASSED AND ADOPTED, at the regular meeting of the San Anselmo Town Council on the 27th day of August, 2024 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSED:

APPROVED:_____
Eileen Burke, Mayor

ATTEST:_____
Serge Avila, Town Clerk

Exhibit List:
A. Safety Element

EXHIBIT “A”
SAFETY ELEMENT

The following pages in Exhibit A represent the red-line version of the Safety Element of the Town of San Anselmo General Plan, referenced as Attachment 8 of the Staff Report dated August 27, 2024.

SEE ATTACHMENT 8 OF STAFF REPORT. THE FINAL RESOLUTION WILL INCLUDE THE DOCUMENT.

~~2023~~

Town of San Anselmo

SAFETY ELEMENT

~~FINAL~~

Adopted by Resolution No. 2023-4513 on July 25, 2023

Amended by Resolution No. [Insert Resolution Number] on August 27, 2024

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Executive Summary

Conditions in San Anselmo and Focus of the Safety Element

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

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

The Safety Element focuses on identifying public safety risks and creating a unique set of goals, policies, and implementation actions that address hazards applicable to San Anselmo. The Safety Element will allow the Town to address and prepare for these hazards, thereby reducing impacts on the community. The Safety Element is one component of the San Anselmo General Plan and strives to align itself with the other mandatory elements, as required by California law, including (1) Land Use Element, (2) Circulation Element, (3) Open Space Element (4) Conservation Element, (5) Town Parks, Recreation, and Public Facilities Element, (6) Noise Element and the (7) Scenic Highways (Parkway) Element. San Anselmo also participated in the Marin County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), which the Town ~~originally~~ adopted on ~~April 14, 2004, and subsequently revised and adopted on January 24, 2018~~ August 27, 2024. ~~The County is currently updating this document, which should be completed in 2023. Adoption of this plan makes the~~ Therefore, the Town is eligible to apply for federal hazard mitigation grant funding that can be used to mitigate many of the naturally occurring hazards identified in San Anselmo.

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

Introduction

Purpose and Scope of the Safety Element

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

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

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

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

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

Element Organization

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

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

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

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

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

Consistency with Other Elements

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

Land Use

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

Circulation

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

Open Space

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

Conservation

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

Parks, Recreation, and Public Facilities

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

Noise

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

Scenic Highways (Parkway) Element

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

Housing

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

Consistency with the ~~2018~~ 2024 Marin County Multi-jurisdictional Hazard Mitigation Plan

The ~~2018~~ 2024 Marin County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP)~~,~~ includes a specific annex for the Town of San Anselmo ("Town of San Anselmo Annex"). The 2024 MJHMP, including the Town of San Anselmo Annex, for the Town of San Anselmo planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The MJHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies and involve planning, policy changes, programs, projects, and other activities. The 2024 MJHMP, including the Town of San Anselmo Annex, was approved and adopted by the Town of San Anselmo on ~~January 9, 2018~~ August 27, 2024~~, serves three primary purposes: 1) Provide a comprehensive analysis of the natural and human-caused hazards that threaten the Town, with a focus on mitigation; 2) Ensure the Town of San Anselmo remains eligible to receive additional federal and State funding to assist with emergency response and recovery, as permitted by the federal Disaster Mitigation Act of 2000 and California Government Code Sections 8685.9 and 65302.6; and 3) Complement the efforts undertaken by the Safety Element. The MJHMP complies with all requirements set forth under the federal Disaster Mitigation Act of 2000~~ and received approval from the Federal Emergency Management Agency (FEMA) in ~~2018~~2024. Sections of the Safety Element are supplemented by the MJHMP, which is incorporated by reference in this element, as allowed by California Government Code Section 65302(g). Weblink: https://www.townofsananselmo.org/94/Disaster-Preparedness.

Emergency Operation Plans

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

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

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

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

Marin County Community Wildfire Protection Plan

The Marin County Community Wildfire Protection Plan (CWPP) provides a scientifically based assessment of wildfire hazard and threat to homes in Marin County, California's wildland urban interface (WUI). The CWPP was developed through a collaborative process involving Marin County fire agencies, county officials, county, state, and federal land management agencies, and community members. The purpose of the CWPP is to provide fire agencies, land managers, and other stakeholders with guidance and strategies to reduce fire hazard and the risk of catastrophic wildfires in the WUI, while promoting the protection and enhancement of the county's economic assets and ecological resources. This plan does not directly affect the Town as it was developed for jurisdictions subject to the Marin County regulations and policies; however, this document can be used as a guide when developing policies in the Safety Element.

Town of San Anselmo Climate action plan 2030

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

Marin Water Biodiversity Fire and Fuels Integrated Plan

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

Regulatory Environment

California Government Code 65302(g)(1)

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

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

California Government Code Sections 8685.9 and 65302.6

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

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

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

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

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

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

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

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

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

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

National Flood Insurance Program

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

Alquist-Priolo Earthquake Fault Zoning Act

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

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

Seismic Hazards Mapping Act

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

Cortese List

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

Hazards / Trends

Disaster mitigation, preparedness, response, and recovery

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

Police Services

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



Fire Services

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



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

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

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

Emergency Management

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

Preparedness (Emergency Operations Plan)

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

Response

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

Recovery

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

Mitigation

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

Evacuation

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

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

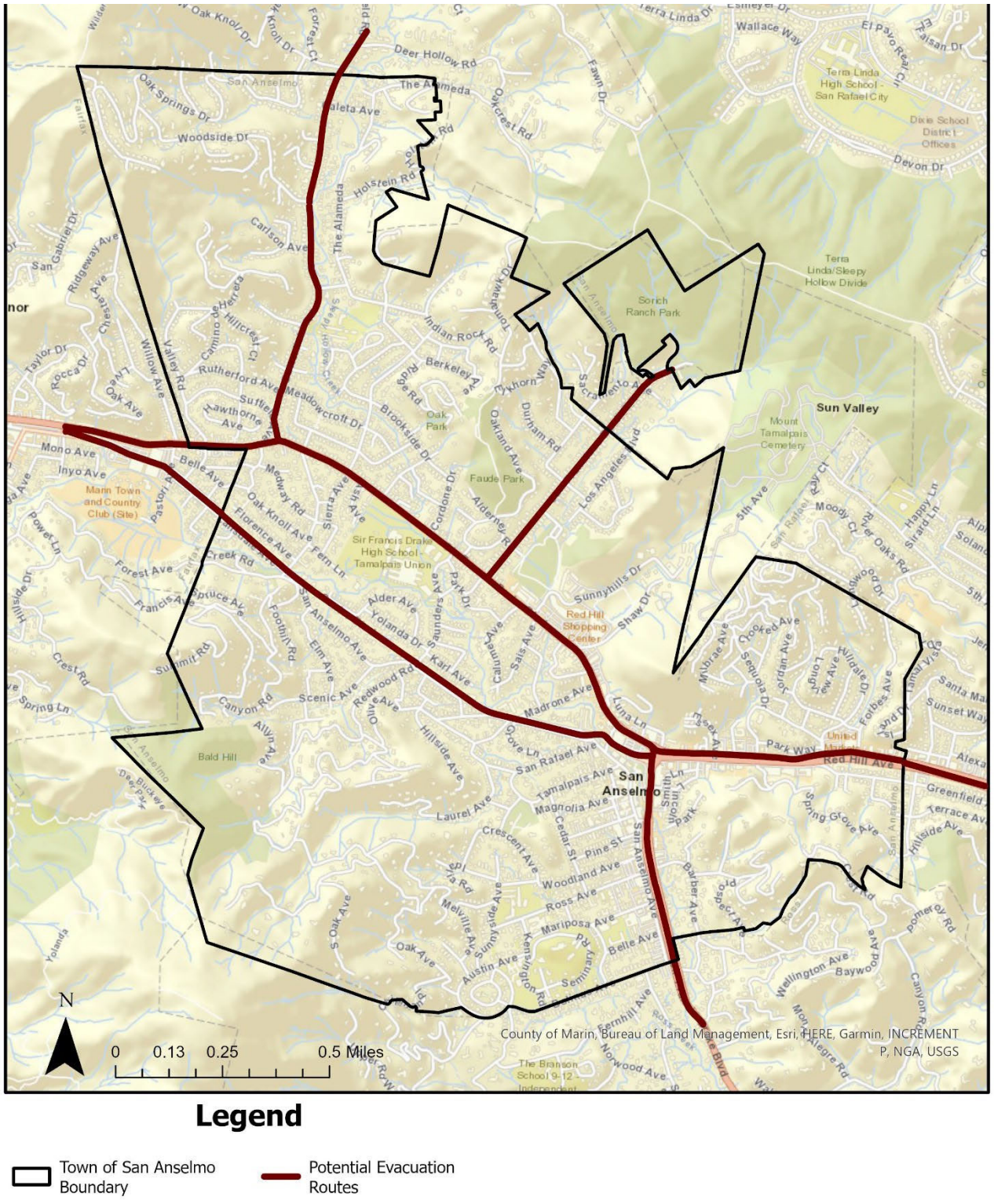


Figure 1.1: San Anselmo Evacuation Routes

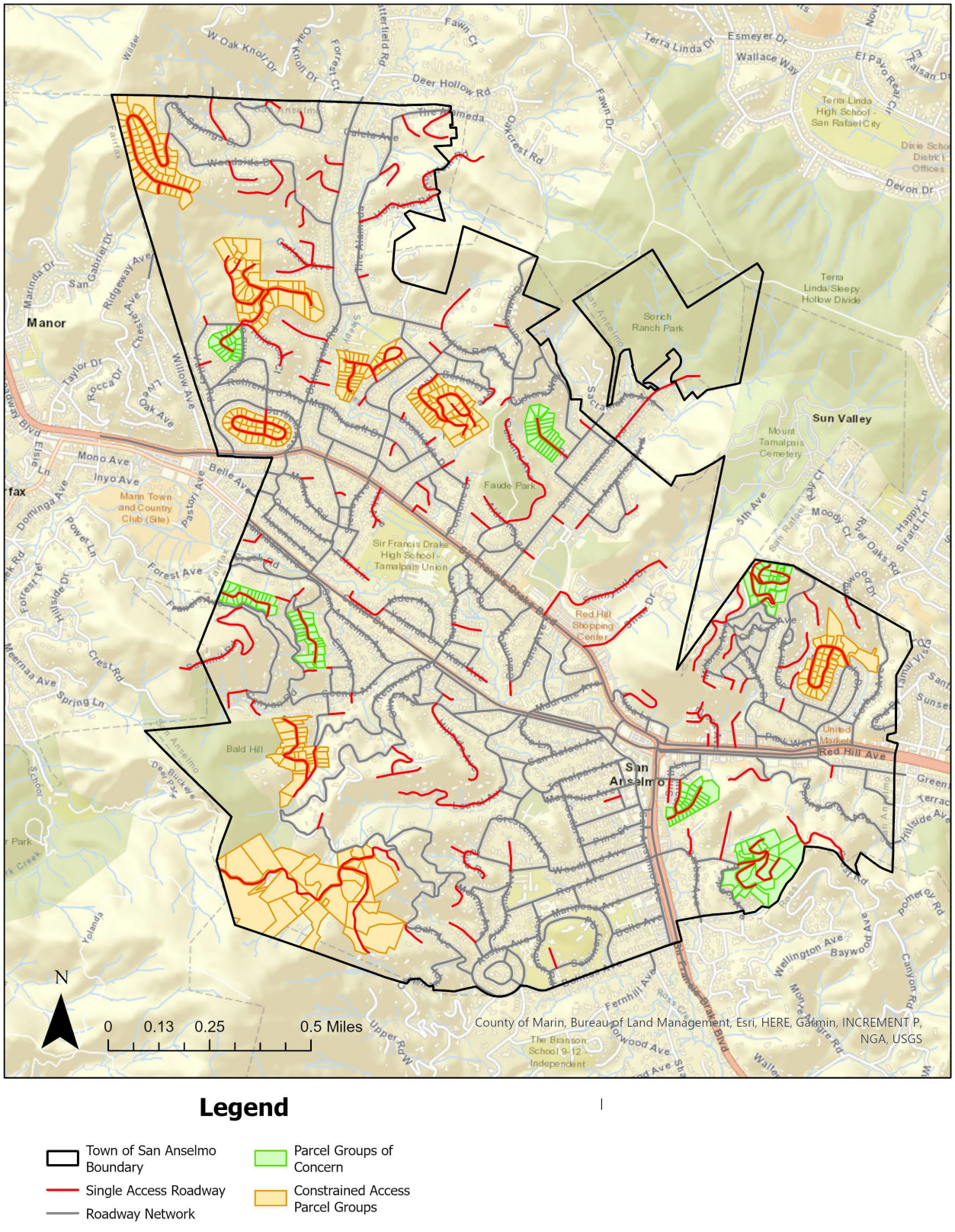


Figure 1.2: Constrained Access Roadways, Parcels Groups, and Parcel Groups of Concern in San Anselmo

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

Seismic and Geologic Hazards

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

Seismic Hazards

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

Surface Rupture

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

Seismic Shaking

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

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

Liquefaction

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

Landslides

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

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

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



Figure 1.3: Local Fault Locations

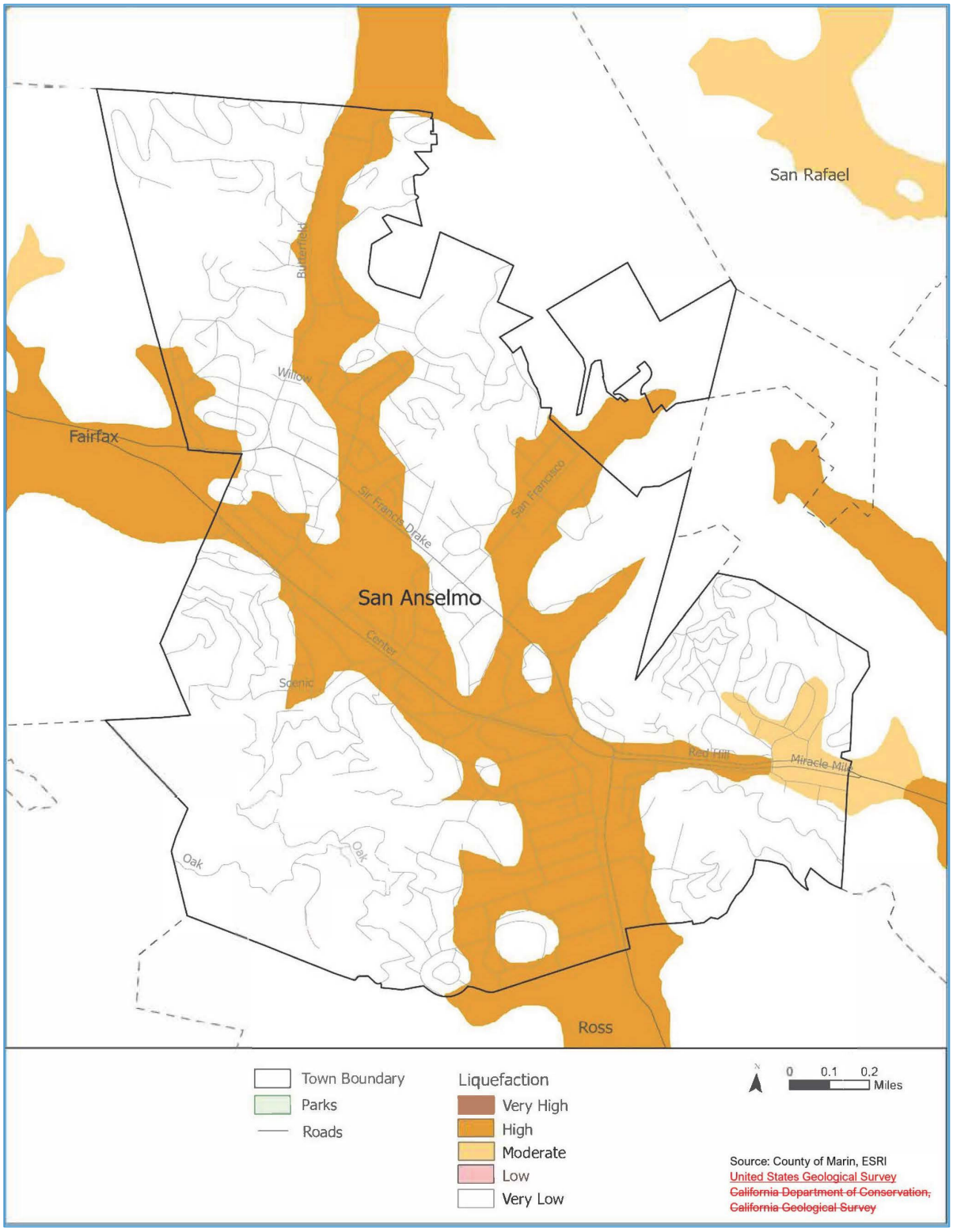


Figure 1.4: Liquefaction Susceptibility in San Anselmo

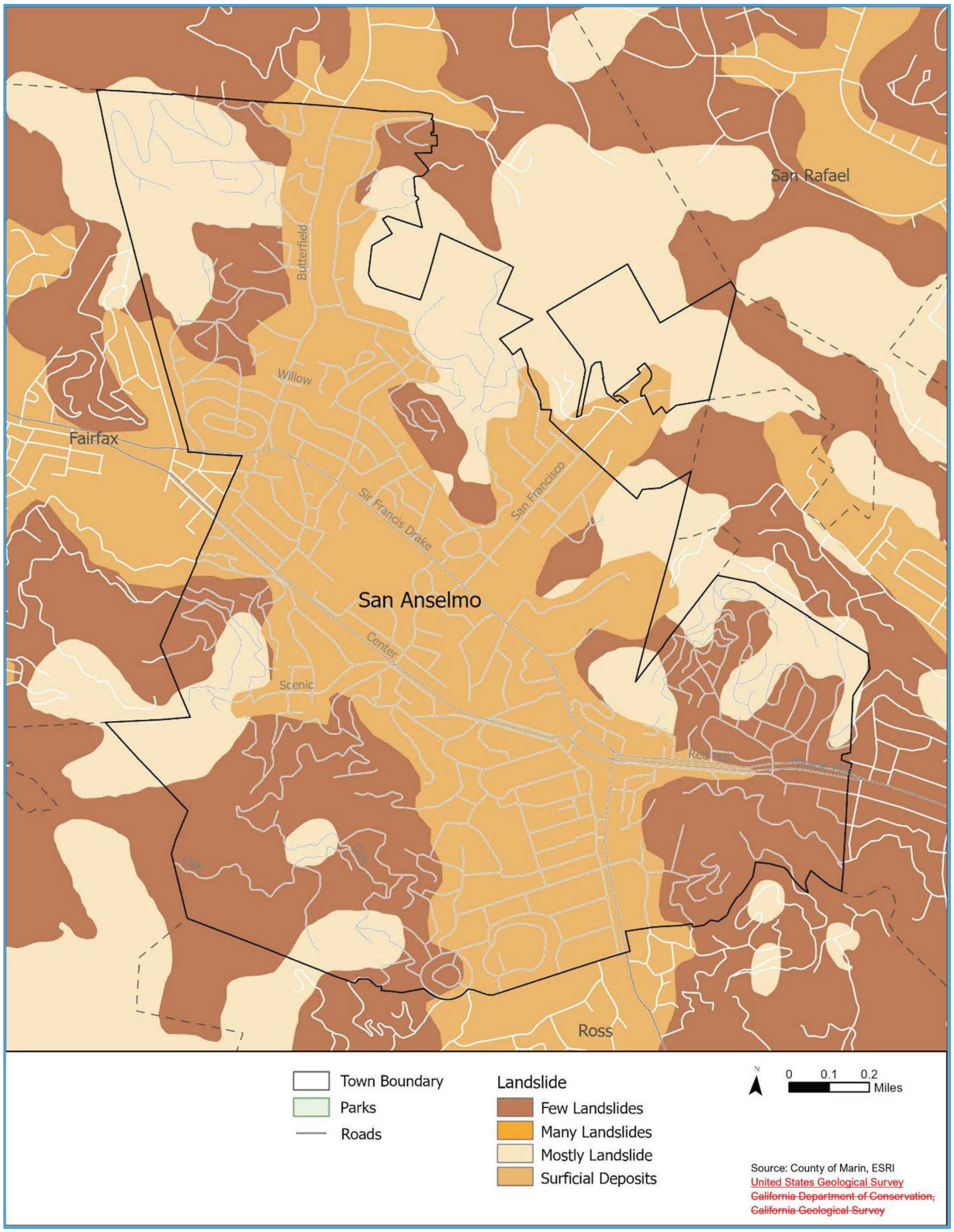


Figure 1.5: Risk of Landslides ~~Zones~~ in San Anselmo

Flooding Hazards

Flood

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

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

Dam Failure

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

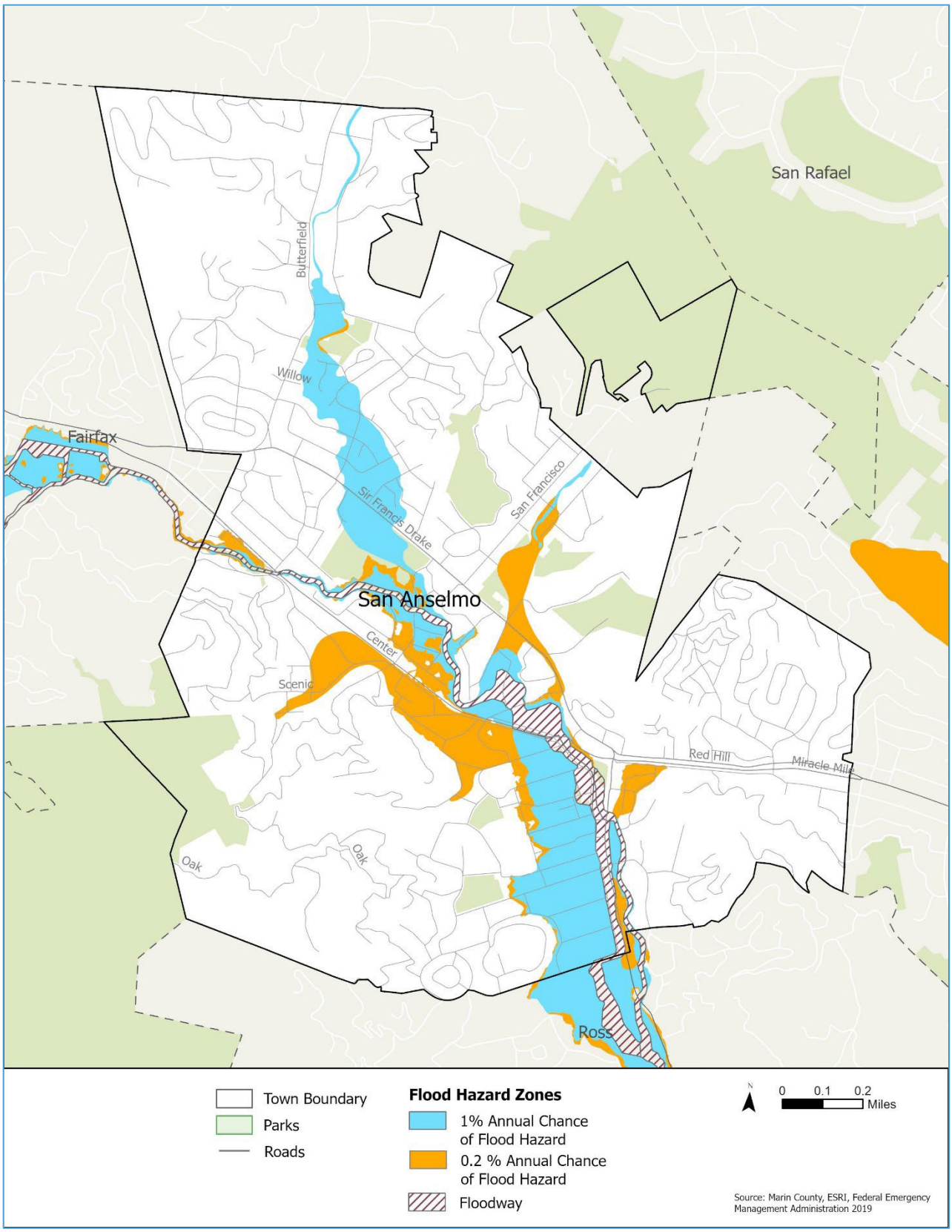


Figure 1.6: FEMA Flood Hazard Zones in San Anselmo

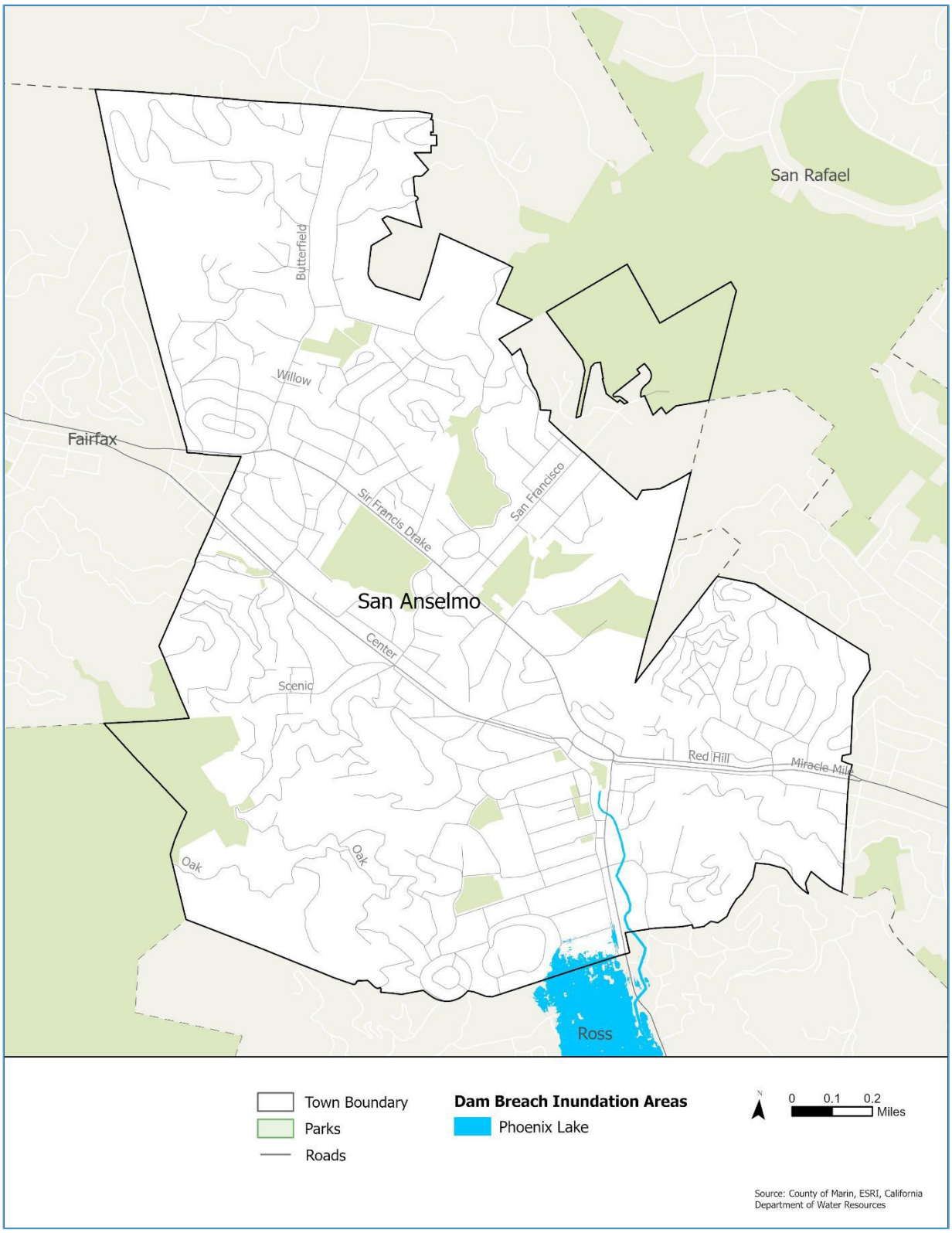


Figure 1.7: Dam Failure Inundation Areas in San Anselmo

Fire Hazards

Wildfires

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



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

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

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

Urban Fires

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

Water Supply

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

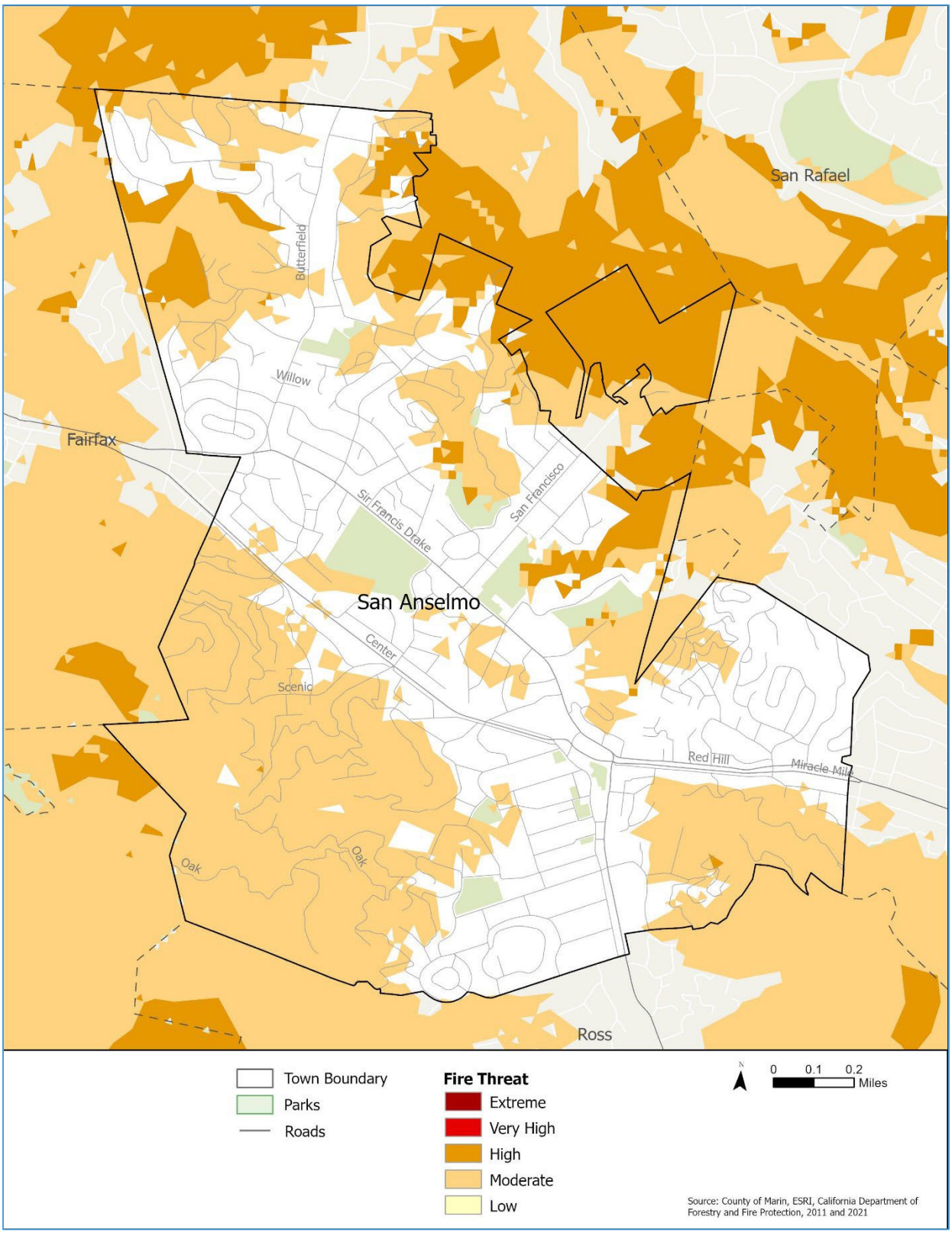


Figure 1.8: Fire Hazard Severity Zones in San Anselmo

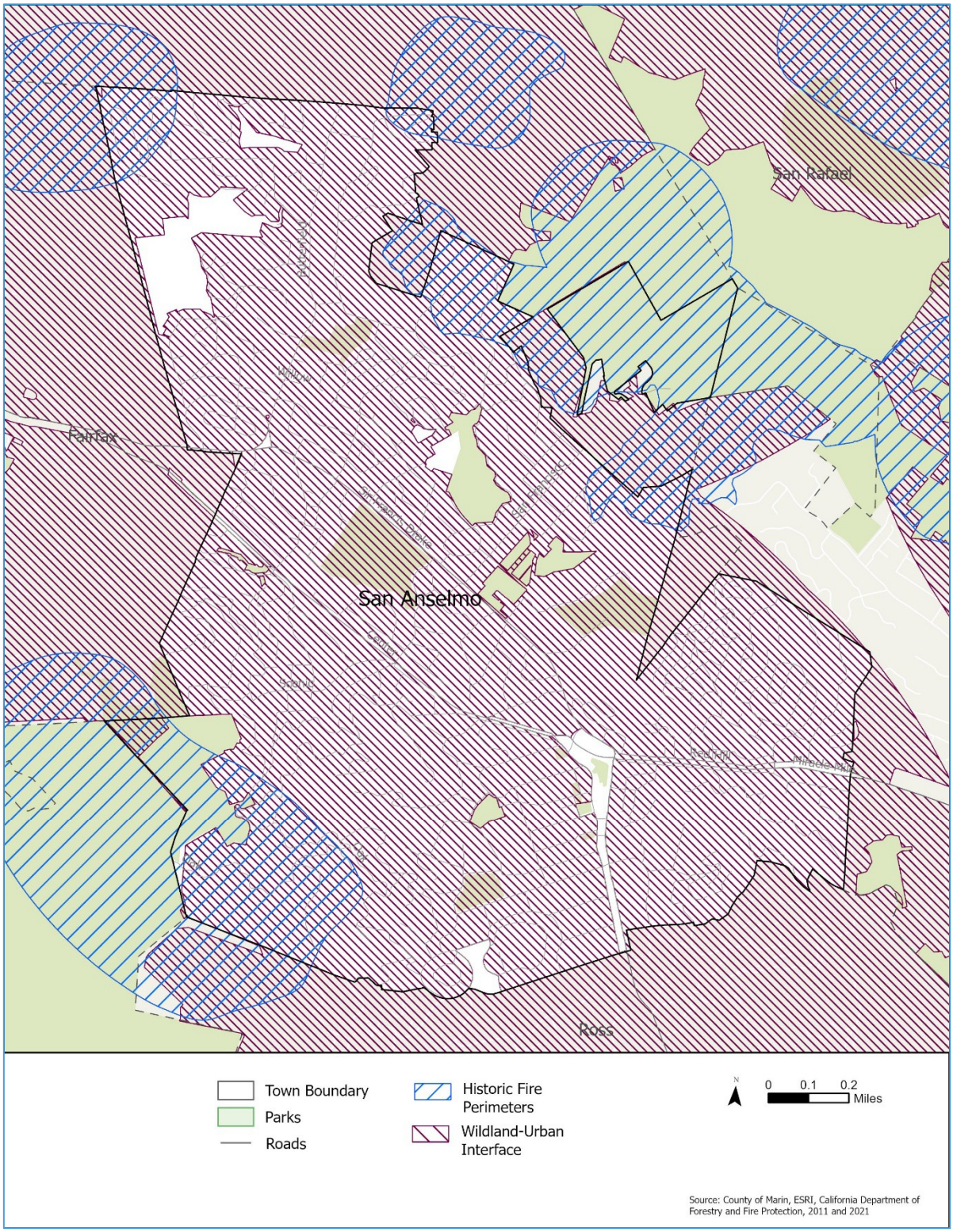


Figure 1.9: Wildland Urban Interface and Historic Fire Perimeters in San Anselmo

Weather Related hazards

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

Drought

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

Extreme Heat

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

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

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

Severe Wind

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

Climate Adaptation

Climate Effects on San Anselmo

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

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

Climate Related Hazards

Temperature

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

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

Precipitation

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

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

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

Goals, Policies, and Actions

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

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

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

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

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

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

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

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

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

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

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

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

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

Action S-5.7a	Implement fire control maintenance measures as needed on undeveloped private property, provide the necessary fire prevention improvements on properties that pose a significant public safety threat, and pass along incurred costs to property owners. Responsibility: Fire Department Timeframe: Ongoing Resource: General Fund
Action S-5.7b	Educate residents and businesses on the Town's vegetation management practices, including fire safety, landscaping installation and maintenance, and fire hazard reduction strategies. Responsibility: Fire Department Timeframe: Ongoing Resource: General Fund
Policy S-5.8	**Require vegetation clearance and maintenance for all public and private roads and properties in the fire hazard areas.**
Policy S-5.9	**Allocate adequate funding for fuel breaks and other fire defense improvements on public property and require similar measures for private property in compliance with fire safe regulations.**
Action S-5.9a	Continue to consider grazing in open space for grass/light fuel maintenance. Responsibility: Public Works and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-5.10	**Coordinate with owners of private water sources, such as swimming pools, in or adjacent to high fire risk areas for on-site fire protection use.**
Policy S-5.11	**Prioritize development in areas with sufficient water supply infrastructure and roadway capacity to provide adequate evacuation and emergency equipment access.**
Policy S-5.12	**Coordinate with Marin Municipal Water District to ensure adequate water supply and infrastructure for existing and future daily demands and firefighting suppression requirements.**
WEATHER RELATED HAZARDS	
Goal S-6: Ensure the community can anticipate and adapt to weather-related events.	
Policy S-6.1	**Encourage construction and design techniques that support increased efficiency and greater insulation to accommodate future weather extremes.**
Policy S-6.2	**Encourage tree trimming and other hazard reduction activities that minimize or prevent impacts from high wind events.**
Policy S-6.3	**Require that updated code adoptions include provisions for greater energy and water conservation measures to reduce impacts from drought and extreme temperatures.**

CLIMATE ADAPTATION AND RESILIENCE	
Goal S-7: Understand the potential impacts associated with climate change in planning and decision-making.	
Policy S-7.1	**Support policies and programs to help residents and businesses prepare for future extreme weather conditions.**
Action S-7.1a	Periodically update the Safety Element to meet current climate change regulations and assess the impacts of climate change and other hazards on historically marginalized communities. Responsibility: Planning Department Timeframe: Ongoing Resource: General Fund
Action S-7.1b	Maintain guidelines for monitoring and disseminating public information related to hazards exacerbated by climate change (extreme heat, flooding, severe weather). Responsibility: Planning Department and Public Works Department and Building Department Timeframe: Ongoing Resource: General Fund
Action S-7.1c	Monitor changing climatic conditions and assess how they may affect Town operations and processes. Responsibility: Planning Department and Public Works Department and Building Department Timeframe: Ongoing Resource: General Fund
Policy S-7.2	**Support and promote climate mitigation and adaptation strategies with public health co-benefits.**
Action S-7.2a	Continue to assess and consider strategies to increase the Town's capacity for climate adaptation and resiliency planning, hazard mitigation, hazard response, and hazard recovery efforts. Responsibility: Planning Department and Public Works Department and Building Department Timeframe: Ongoing Resource: General Fund

TOWN OF SAN ANSELMO
EST. 1907

TOWN OF SAN ANSELMO
PLANNING COMMISSION STAFF REPORT

For the meeting of August 19, 2024

Agenda Item 5.B

Date: August 19, 2024

To: Chair Asselstine and Members of the Planning Commission

From: Lindsey Klein, Senior Planner

Subject: Public Hearing to Consider Adopting a Resolution of the Planning Commission Recommending that the Town Council Adopt Amendments to the Safety Element of the General Plan and Make the Associated CEQA Findings.

RECOMMENDATION

The Planning Commission hold a public hearing and make the following motions:

1. Adopt a Resolution recommending Town Council adoption of a Resolution amending the Safety Element of the General Plan to incorporate the 2024 Marin County Multi-Jurisdictional Hazard Mitigation Plan and the Town of San Anselmo Annex to the 2024 Marin Multi-Jurisdictional Hazard Mitigation Plan by reference and correct typographical errors (see **Attachment 1**); and
2. Find that the Amendments to the Safety Element of the General Plan are exempt from the California Environmental Quality Act (CEQA) per CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendments would have a significant effect on the environment.

BACKGROUND

The federal Disaster Mitigation Act of 2000 (Public Law 106-390) requires local jurisdictions to create local hazard mitigation plans (LHMPs) as a condition to receive certain federal grants. The California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) are required to approve the LHMP, and the document must be updated every five years. The Town's previous LHMP was adopted in 2018.

Starting in 2022, the Town participated in the regional update to the 2024 Marin County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), including the preparation of the Town of San Anselmo Annex to the 2024 Marin County MJHMP ("Town of San Anselmo Annex") (see **Attachments 3 and 4**). The Town of San Anselmo Annex is specific to hazards, resources, and

planning and response efforts related to the Town's infrastructure, location, staffing, and more. The Town Council is scheduled to adopt the 2024 MJHMP and the Town of San Anselmo Annex to serve as the Town's LHMP on August 27, 2024. The 2024 MJHMP and the Town of San Anselmo Annex were also approved by Cal OES and FEMA on May 6, 2024 and July 3, 2024, respectively.

In order to be eligible for additional state and federal pre- and post-disaster funding, the Town must be in compliance with Assembly Bill (AB) 2140, passed in 2006. This bill mandates the Safety Elements of local jurisdictions' General Plans either include an approved MJHMP and Annex as an appendix to the General Plan or include by reference the adopted MJHMP and Annex prepared by either the local jurisdiction itself or the regional entity preparing a MJHMP, as is the case with Marin County.

DISCUSSION

The purpose of this item is to approve a recommendation of Safety Element Amendments to the Town Council for adoption.

The proposed Amendments to the Safety Element of the General Plan seek to remove and replace the references to the Town's previous LHMP (adopted in 2018) with references to the Town's adopted 2024 MJHMP and the Town of San Anselmo Annex. The Amendments, as shown below and in the Draft Safety Element (see **Attachment 2**), would bring the language into compliance with the Disaster Mitigation Act of 2000 and AB 2140:

1. Paragraph #3 of the Executive Summary: Conditions in San Anselmo and Focus of the Safety Element (page 1):

   The Safety Element focuses on identifying public safety risks and creating a unique set of goals, policies, and implementation actions that address hazards applicable to San Anselmo. The Safety Element will allow the Town to address and prepare for these hazards, thereby reducing impacts on the community. The Safety Element is one component of the San Anselmo General Plan and strives to align itself with the other mandatory elements, as required by California law, including (1) Land Use Element, (2) Circulation Element, (3) Open Space Element (4) Conservation Element, (5) Town Parks, Recreation, and Public Facilities Element, (6) Noise Element and the (7) Scenic Highways (Parkway) Element. San Anselmo also participated in the Marin County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), which the Town ~~originally~~ adopted on August 27, 2024 ~~April 14, 2004, and subsequently revised and adopted on January 24, 2018~~. ~~The County is currently updating this document, which should be completed in 2023. Adoption of this plan makes~~ Therefore, the Therefore, the Town is eligible to apply for federal hazard mitigation grant funding that can be used to mitigate many of the naturally occurring hazards identified in San Anselmo.

2. Introduction: Consistency with the 2018/2024 Marin County Multi-jurisdictional Hazard Mitigation Plan (page 4):

   The 2024 ~~2018~~ Marin County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) includes a specific annex for the Town of San Anselmo ("Town of San Anselmo Annex"). The 2024 MJHMP, including the Town of San Anselmo Annex, for the Town of San Anselmo planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The MJHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies and involve planning, policy changes, programs, projects, and other activities. The 2024 MJHMP, including the Town of San Anselmo Annex, was~~,~~ approved and adopted by the Town of San Anselmo on August 27, 2024, ~~January 9, 2018, serves three primary purposes: 1) Provide a comprehensive analysis of the natural and human-caused hazards that threaten the Town, with a focus on mitigation; 2) Ensure the Town of San Anselmo remains eligible to receive additional federal and State funding to assist with emergency response and recovery, as permitted by the federal Disaster Mitigation Act of 2000 and California Government Code Sections 8685.9 and 65302.6; and 3) Complement the efforts undertaken by the Safety Element. The MJHMP complies with all requirements set forth under the federal Disaster Mitigation Act of 2000~~ and received approval from the Federal Emergency Management Agency (FEMA) in 2024 ~~2018~~. Sections of the Safety Element are supplemented by the MJHMP, which is incorporated by reference in this element, as allowed by California Government Code Section 65302(g). Weblink: https://www.townofsananselmo.org/94/Disaster-Preparedness.

The Amendments, as shown in **Attachment 2**, also seek to clean up minor errors identified in recent months. Those Amendments are summarized below:

1. Corrected a reference from Southern California seismicity to Northern California seismicity.
2. Updated the source listed in Figure 1.4 and Figure 1.5 to reference the United States Geological Survey rather than the California Geological Survey division of the California Department of Conservation.
3. Removed typographical errors (e.g., corrections of sentence structure).

GENERAL PLAN CONSISTENCY

As supported and referenced in **Attachment 1**, the Amendments to the Safety Element of the General Plan are consistent with the existing General Plan. Specifically, the Amendments to the Safety Element are consistent with Safety Element Policy S-1.9 and Action S-1.9a.

CEQA DETERMINATION

The Amendments to the Safety Element of the General Plan are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Amendments would have a significant effect on the environment. The Amendments would make no changes to land uses, development intensities, or the rate at which development is expected to occur, and therefore would have no significant environmental effect.

ATTACHMENTS

Attachment 1 - Resolution
Attachment 2 - Draft Safety Element
Attachment 3 - 2024 Marin County Multi-Jurisdictional Hazard Mitigation Plan
Attachment 4 - Town of San Anselmo Annex to the 2024 Marin County Multi-Jurisdictional Hazard Mitigation Plan

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 3.1

MEETING DATE: August 27, 2024

AGENDA TITLE: Approve the Sir Francis Drake Boulevard and Sierra Avenue/Broadmoor Avenue Traffic Signal Improvement Project, and Authorize Staff to Advertise for Construction Bids

FROM: Scott Schneider, Department of Public Works

RECOMMENDATION: That the Town Council Approves the Sir Francis Drake Boulevard and Sierra Avenue/Broadmoor Avenue Traffic Signal Improvement Project and Authorizes Staff to Advertise for Construction Bids and finds the project exempt from CEQA under 14 Cal. Code Regs. § 15301.

SUMMARY

The project will modify the traffic signal phasing so that Sierra Avenue and Broadmoor Avenue will each have their own phase, reducing vehicle-vehicle and vehicle-pedestrian conflicts.

BACKGROUND

The Town has received many complaints regarding close-calls, failure to yield, and frustration in the operations of the traffic signal at the intersection of Sir Francis Drake Boulevard and Sierra Avenue/Broadmoor Avenue. At a Town Hall meeting on traffic safety held on January 29, 2019, attendees expressed their concerns about this intersection and requested staff to examine alternatives.

In the current phasing configuration, drivers on both Sierra Avenue and Broadmoor Avenue get the green light at the same time. The drivers on Broadmoor are required to yield to the drivers on Sierra. The intersection is offset and some drivers are confused, which can lead to potential accidents.

In addition, the current phasing allows pedestrians to cross Sir Francis Drake at two locations when Sir Francis Drake has the red light. With split phasing, the crosswalk closest to Sierra Avenue (eastern side) will cross with that phase, and the crosswalk on

the western side will cross when Broadmoor has the green light. Both crosswalks should be safer with the split phasing than the current configuration.

Both crosswalk phases across Sir Francis Drake will have a Leading Pedestrian Interval (LPI), where the 'walk' signal comes on several seconds before the vehicles get the green light. This allows the pedestrians to get out into the crosswalk where they are more visible to the drivers than when they are on the curb ramp.

The project includes the installation of countdown pedestrian signals at all crosswalks, including the crosswalks along Sir Francis Drake, which currently do not have pedestrian signal heads.

The intersection is similar to the Sir Francis Drake Boulevard/San Francisco Boulevard/Tamal Avenue intersection, which also has an offset. The Town reconfigured the intersection in 2018 to have split phasing, so Tamal Avenue and San Francisco Boulevard each get their own phase. The split phasing at this location has been very successful.

DISCUSSION/ANALYSYS

The project will be advertised for 30 days, and staff will return to Council for approval of the construction contract for the lowest responsible and responsive bidder.

FISCAL IMPACT

The total design costs were approximately $20,000.

The estimated construction costs are as follows:

Engineer's Estimate for Construction	$ 110,000
Construction Management (San Anselmo staff and consultant)	$ 5,000
Construction Contingency (10% of construction)	$ 10,000
Total Construction Cost	$ 125,000

Funding for the construction phase is included in the Town's 2024/2025 Budget and Work Plan – Measure J Fund (Active Transportation project).

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

The Town finds this project to be categorically exempt from the requirement for the preparation of environmental documents under the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 Class 1, because it involves modifications to existing traffic signals will not create additional automobile lanes and involves negligible or no expansion of use. (14 Cal. Code Regs. § 15301). None of the exceptions to this Class 1 categorical exemption apply in this instance (14 Cal. Code Regs. § 15300.2). Specifically, successive projects of the same type in the same location will not cause significant cumulative impacts, as there are no successive

projects planned at this time. There are no unusual circumstances presented by this project and the project will not result in damage to scenic resources within a designated state scenic highway. Finally, the project will not cause a substantial adverse change in the significance of a historical resource, as no historical resources will be impacted.

This project is listed in the project list of the Bicycle and Pedestrian Master Plan, and will improve the safety of pedestrians and bicyclists crossing the street. The project is consistent with the Climate Action Plan 2030 Transportation Measures T-2 Bicycling and T-3 Walking.

ATTACHMENTS

Attachment 1 - Plans
Attachment 2 - Specifications

TOWN OF SAN ANSELMO

SIERRA AVE / BROADMOOR AVE / SIR FRANCIS DRAKE BLVD IMPROVEMENTS

PROJECT No. 2022SFDBPS

TOWN OF SAN ANSELMO

SEAN CONDRY, PE — DATE
PUBLIC WORKS DIRECTOR

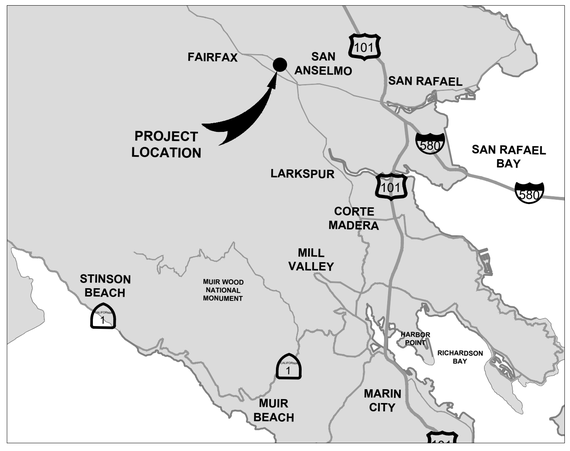
PREPARED UNDER THE DIRECTION OF:

ANDREW LEE, PE, TE — DATE
SR. ENGINEER, PARISI TRANSPORTATION CONSULTING

LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE



INDEX OF SHEETS

SHEET	DRAWING	DESCRIPTION
1	T–1	TITLE SHEET
2	C–1	CIVIL, PAVEMENT MARKING & SIGNAGE PLAN
3	E–1	ELECTRICAL DEMOLITION PLAN
4	E–2	ELECTRICAL IMPROVEMENT PLAN
5	E–3	ELECTRICAL CONDUCTOR AND CONDUIT SCHEDULE

100% PLANS

811 Know what's below. Call before you dig.

Parisi TRANSPORTATION CONSULTING
800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

DRAWN:	CHECKED:
MG, DH	AL
DESIGNED:	APPROVED:
MG	DP

REGISTERED PROFESSIONAL ENGINEER — ANDREW K. LEE — No. 86247 — CIVIL — STATE OF CALIFORNIA

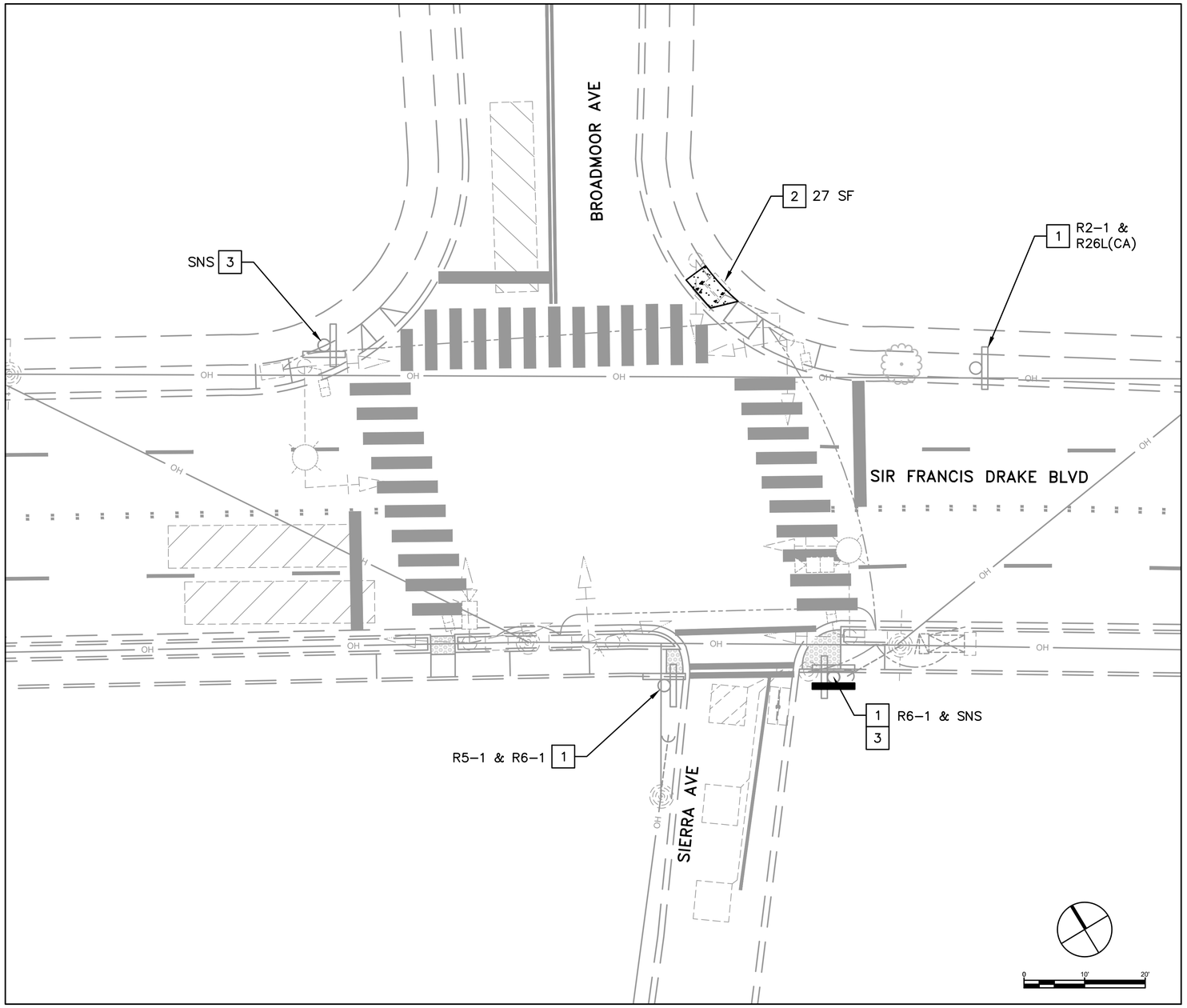
TOWN OF SAN ANSELMO EST. 1907

TOWN OF SAN ANSELMO
SIERRA AVE / BROADMOOR AVE / SIR FRANCIS DRAKE BLVD IMPROVEMENTS
TITLE SHEET

REVISIONS		
5		
4		
3		
2		
1		
NO.	DESCRIPTION	

DATE 05/17/2022 — SCALE
PTC PROJECT NO. 21028
DRAWING T-1
SHEET NO. 1 OF 5

1122



GENERAL NOTES (THIS SHEET ONLY)

CODE	DESCRIPTION
R2-1	SPEED LIMIT 30
R5-1	DO NOT ENTER
R6-1	ONE WAY
R26L(CA)	TOW-AWAY NO STOPPING ANY TIME
SNS	STREET NAME SIGNS

LEGEND & ABBREVIATIONS

XX	CALTRANS STRIPING DETAIL
(E)	EXISTING
LF	LINEAR FEET
SF	SQUARE FEET
TYP	TYPICAL

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. PROTECT IN PLACE Exist SIGNS
2. EXCAVATE SOIL AND POUR NEW 4" CONCRETE SIDEWALK. ADJUST PULL BOXES TO NEW FINISHED GRADE.
3. INSTALL R10-22 "TO REQUEST GREEN WAIT ON (BIKE SYMBOL)" ON Exist SIGN POST BENEATH R6-1 FACING NORTHBOUND.

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REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

TOWN OF SAN ANSELMO EST. 1907

TOWN OF SAN ANSELMO
SIERRA AVE / BROADMOOR AVE / SIR FRANCIS DRAKE BLVD IMPROVEMENTS
CIVIL & SIGNAGE PLAN

REVISIONS		
5		
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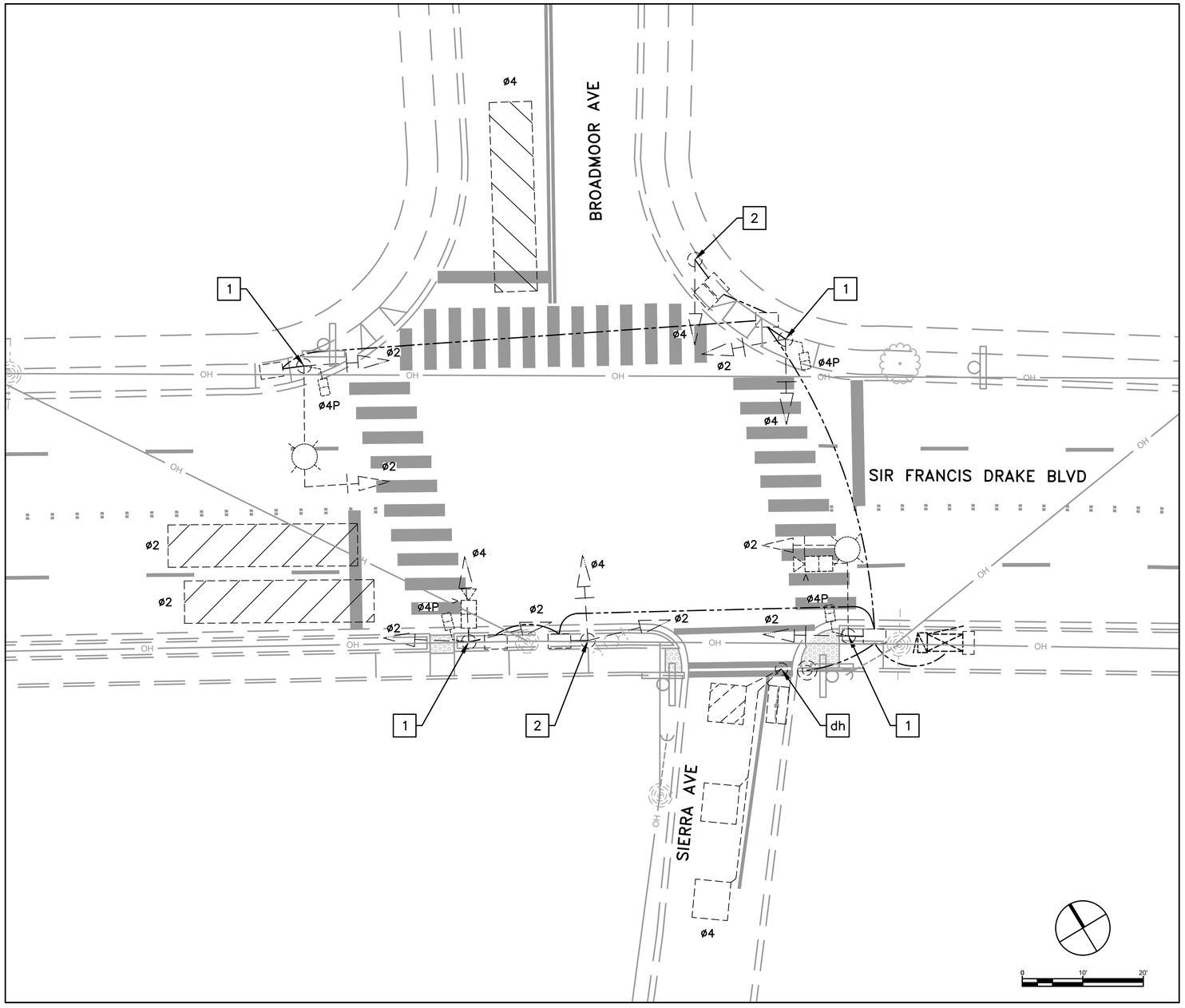
2		
1		
NO.	DESCRIPTION	

DATE: 05/17/2022
SCALE:
PTC PROJECT NO.: 21028
DRAWING: C-1
SHEET NO.: 2 OF 5

1123



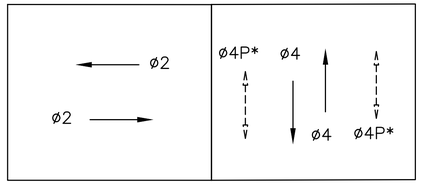
CONSTRUCTION NOTES (THIS SHEET ONLY)

- dh DETECTOR HANDHOLE Exist
- RS REMOVE AND SALVAGE
- 1 RS 3S8" SIGNAL HEAD AND MOUNTING HARDWARE, PPB & PEDESTRIAN HEAD
- 2 RS 3S8" SIGNAL HEAD AND MOUNTING HARDWARE

LEGEND & ABBREVIATIONS

- **(E)** EXISTING
- **TYP** TYPICAL

EXISTING PHASE DIAGRAM



STEADY DEMAND SEQUENCE

*LEADING PEDESTRIAN INTERVAL (LPI)

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DESIGNED:	APPROVED:
MG	DP

REGISTERED PROFESSIONAL ENGINEER — ANDREW K. LEE — No. 86247 — CIVIL — STATE OF CALIFORNIA

TOWN OF SAN ANSELMO EST. 1907

TOWN OF SAN ANSELMO
SIERRA AVE / BROADMOOR AVE / SIR FRANCIS DRAKE BLVD IMPROVEMENTS
ELECTRICAL DEMOLITION PLAN

REVISIONS		
5		
4		
3		
2		
1		
NO.	DESCRIPTION	

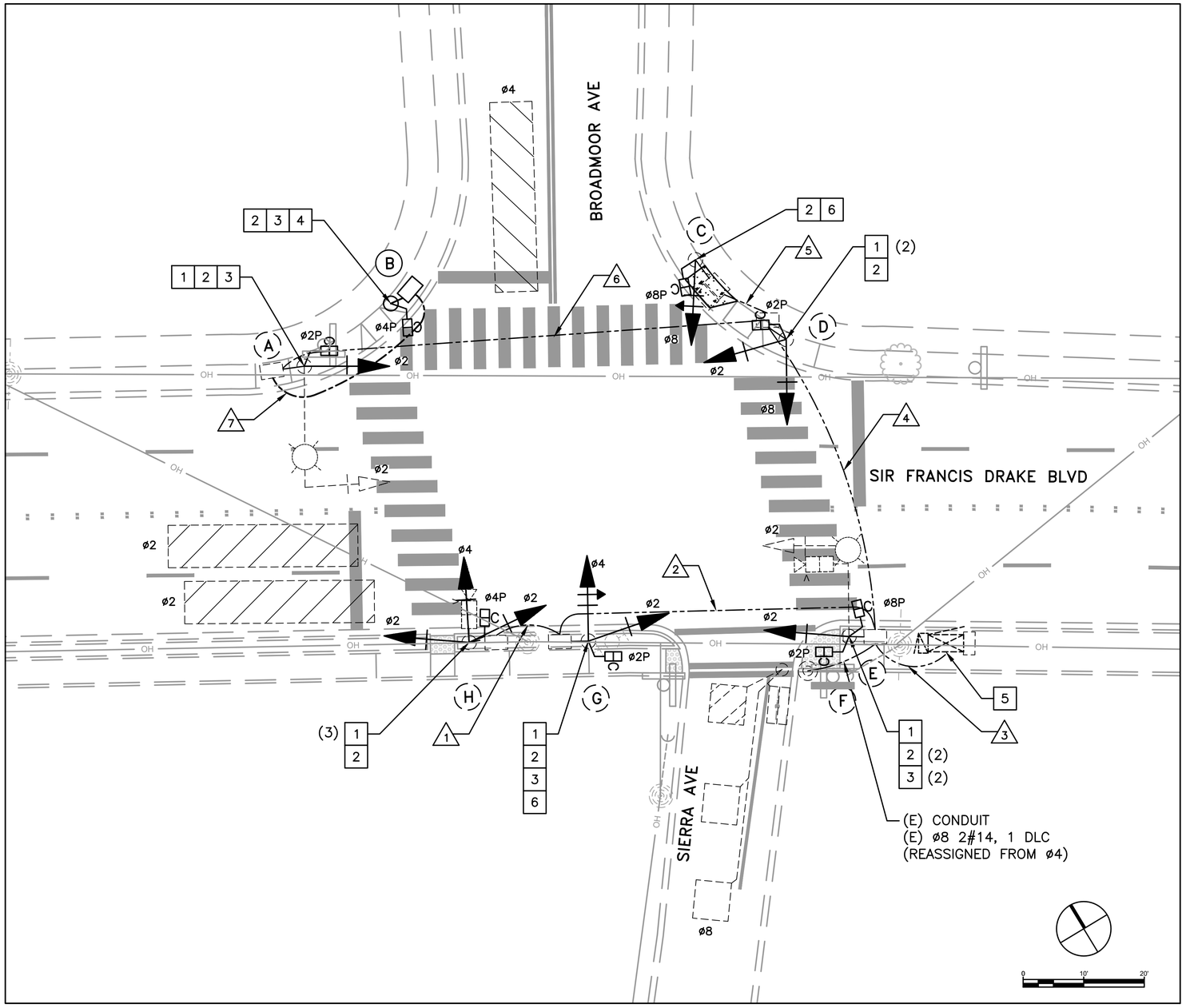
DATE 05/17/2022 — SCALE

PTC PROJECT NO. 21028

DRAWING E-1

SHEET NO. 3 OF 5

1124



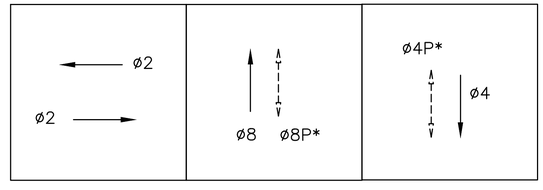
GENERAL NOTES (THIS SHEET ONLY)

1. CONTRACTOR SHALL POTHOLE PRIOR TO EXCAVATING FOR A NEW POLE FOUNDATION. ENGINEER SHALL CONFIRM FINAL POLE LOCATION.
2. INSTALL 2" REFLECTIVE BACKPLATE TAPE ON EXISTING SIGNAL HEADS TO REMAIN.

CONSTRUCTION NOTES (THIS SHEET ONLY)

1. INSTALL NEW 3S12" SIGNAL HEAD WITH BACKPLATE AND REFLECTIVE TAPE ON NEW MOUNTING HARDWARE
2. INSTALL NEW COUNTDOWN PEDESTRIAN SIGNAL ON NEW MOUNTING HARDWARE
3. INSTALL NEW APS, 3-WIRE TYPE WITH CONTROL UNIT IN THE SAME PHASE PED SIGNAL
4. INSTALL NEW 1-B POLE AND No. 5 PULL BOX
5. REPLACE EXIST TYPE 170 CONTROLLER WITH NEW TYPE 2070E CONTROLLER WITH McCAIN 2033 INTERSECTION CONTROL SOFTWARE. INSTALL DETECTOR MODULE TO ACTIVATE NEW ø8 (LOOP) AND ø8P (APS). INSTALL NEW TYPE 2018ECL CONFLICT MONITOR. INSTALL NEW LOAD SWITCHES TO OUTPUT NEW ø8 VEHICLE AND PED PHASES. PROGRAM NEW SIGNAL PHASING AND TIMING.
6. INSTALL NEW 4S12"L SIGNAL HEAD WITH BACKPLATE AND REFLECTIVE TAPE ON NEW MOUNTING HARDWARE

PROPOSED PHASE DIAGRAM



STEADY DEMAND SEQUENCE

*LEADING PEDESTRIAN INTERVAL (LPI)

100% PLANS

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DESIGNED:	APPROVED:
MG	DP

REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

TOWN OF SAN ANSELMO EST. 1907

TOWN OF SAN ANSELMO
SIERRA AVE / BROADMOOR AVE / SIR FRANCIS DRAKE BLVD IMPROVEMENTS
ELECTRICAL IMPROVEMENT PLAN

REVISIONS		DATE	SCALE
5		05/17/2022	
4		PTC PROJECT NO.	
3		21028	
2		DRAWING	
1		E-2	
NO.	DESCRIPTION	SHEET NO.	
		4 OF 5	

1125

CONDUCTOR SCHEDULE

AWG OR CABLE	COND. DESGN.	NUMBER OF CONDUCTORS RUN NUMBER						
		EX (1)	EX (2)	EX (3)	EX (4)	EX (5)	EX (6)	NEW (7)
#14	ø2	3	3	6	3		3	
	ø4	3	3	3				
	ø8			3*	3*	3*		
	ø2P		2**	4**	2**		2**	
	ø4P	2	2	4	2		2	2***
	ø8P			2**	1**/ 1***	2**		
	ø2APS	SEE NOTE****						
	ø4APS	1	1	2	1		1	
	ø8APS			1***	1***			
	APS COMMON	1	1	2	1	1**	1	1***
	SPARES							3***
	TOTAL #14	10	12	27	15	6	9	6
#10	GROUNDING COPPER CONDUCTOR	1	1	1	1	1	1	1***
#8	SIGNAL COMMON	1	1	2	1	1	1	1***
	LUMINAIRES			4	2		2	
	TOTAL #8	1	1	6	3	1	3	1***
DLC	ø8			1				
VIDEO DETECTION	ø2			1				
	ø4	1	1	1				
	TOTAL	1	1	2				
APS CABLE	CABLE					2***		2***
CONDUIT SIZE		2”	2”	2”	2”	2”	2”	3”
PERCENT FILL		10%	11%	28%	14%	9%	13%	4%

* REASSIGN FROM EXISTING ø4 CONDUCTORS
** USE SPARES
*** NEW CONDUCTORS
**** ø2 APS TO OPERATE WITH AUDIBLE AND VIBROTACTILE INDICATORS AND WITHOUT ACTUATION. SIGNAL TO OPERATE ø2 SFDB IN ”REST IN WALK” OR PED RECALL MODE. CONNECT APS TO CONTROL UNIT IN ø2 PED HEAD.

APS CABLE – 3 WIRE CABLE (GENERAL CABLE: C2831A OR EQUIVALENT)

EQUIPMENT AND POLE SCHEDULE

LOCATION	STANDARD TYPE	STANDARD SIGNAL MAST ARM	STANDARD LUMINAIRE MAST ARM	LED LUMINAIRE WATTAGE	VEHICLE SIGNAL MOUNTING MAST ARM	VEHICLE SIGNAL MOUNTING POLE	PED SIGNAL MOUNT.	ACCESSIBLE PEDESTRIAN SIGNAL (APS)* PHASE (ø)	ACCESSIBLE PEDESTRIAN SIGNAL (APS)* ARROW	SPECIAL REQUIREMENTS
(A)	19–1–70 (E)	20’	15’	105	MAS	SV–1–T (N)	SP–1–T (N)	ø4	←	
(B)	1–B (10’) (N)						SP–1–T (N)	ø2	→	
(C)	1–B (E)					TV–1–T, 4S12” (N)	SP–1–T (N)	ø2	←	
(D)	1–B (E)					TV–2–T (N)	SP–1–T (N)	ø8	→	
(E)	19–1–70 (E)	15’	15’	105	MAS	SV–1–T (N)	SP–2–T (N)	ø2 ø8	← ←	
(F)	PBA POST (E)							ø8	←	PROTECT IN PLACE EXIST PPB
(G)	TYPE 1 (E)					TV–2–T, 4S12” (N)	SP–1–T (N)	ø2	→	
(H)	1–B (E)					TV–3–T (N), CUSTOM	SP–1–T (N)	ø4	←	MODIFY THE NEW TV–3–T TO ACCOMMODATE THE EXISTING VIDEO DETECTION CAMERA MOUNT

(N) NEW EQUIPMENT
ALL DIMENSIONS ARE APPROXIMATE
*ALL APS SHALL BE NEW – EXCEPT FOR PPB ON POLE F

100% PLANS

811 Know what’s below. Call before you dig.

Parisi TRANSPORTATION CONSULTING
800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

DRAWN: MG, DH | CHECKED: AL
DESIGNED: MG | APPROVED: DP

REGISTERED PROFESSIONAL ENGINEER ANDREW K. LEE No. 86247 CIVIL STATE OF CALIFORNIA

TOWN OF SAN ANSELMO EST. 1907

TOWN OF SAN ANSELMO
SIERRA AVE / BROADMOOR AVE / SIR FRANCIS DRAKE BLVD IMPROVEMENTS
ELECTRICAL CONDUCTOR AND CONDUIT SCHEDULE

REVISIONS	
5	
4	
3	
2	
1	
NO.	DESCRIPTION

DATE: 05/17/2022 | SCALE:
PTC PROJECT NO.: 21028
DRAWING: E-3
SHEET NO.: 5 OF 5

TOWN OF SAN ANSELMO

TOWN OF
SAN ANSELMO
EST. 1907

COUNTY OF MARIN, CALIFORNIA

BID AND CONTRACT DOCUMENTS

SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS

CAPITAL IMPROVEMENT PROJECT NO. 2024 SFDSB

August 2024

8/28/2024

Sean Condry, Town Engineer — Date
R.C.E. No. 60860

This is a prevailing wage project under the laws of the State of California.

TOWN OF SAN ANSELMO

NOTICE INVITING BIDS

SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS
CIP PROJECT NO. 2024 SFDSB

PUBLIC NOTICE IS HEREBY GIVEN that the Town of San Anselmo hereinafter referred to as the Agency, invites sealed bids for the above stated Project and will receive such bids in the offices of the Agency, at the Department of Public Works, 525 San Anselmo, CA 94960 up to the time of 10:30 a.m., on October 1, 2024, at which time they will be publicly opened at the Department of Public Works at 525 San Anselmo Avenue. Bids received after the time and date for the bid opening will not be accepted and shall be returned unopened.

The work to be done is described in these Bid and Contract Documents for the above stated Project. The general Scope of Work is as follows:

DESCRIPTION OF WORK

Installation of new traffic signal hardware and lighting and associated signage, including water pollution control and traffic control.

LOCATION OF WORK

The work to be constructed is located in the Town of San Anselmo at the intersection of Sir Francis Drake Boulevard and Sierra Avenue/Broadmoor Avenue.

ENGINEER'S ESTIMATE

The Engineer's Estimate for the project is $110,000.

GENERAL

It shall be the responsibility of the prospective bidders to download and print the bid documents for review and bid preparation, as well as to obtain any addenda and responses to pre-bid requests for clarification that have been provided by the Agency. Bidders shall also check the website for addenda which will be posted no later than 72 hours prior to the bid opening. Each addendum will include a conformation sheet indicating receipt of the addendum. This sheet must be signed and included with the bid for each addendum issued. Bids, which do not include the confirmation sheet(s) for each addendum, if any, may be rejected.

The Agency does not warrant, represent, or guarantee the accuracy, completeness, or adequacy of information provided from any third party source. The Agency shall not be responsible or liable in any way whatsoever for any loss or damages of whatever kind, nature, or scope, including, but not limited to, time, money or goodwill arising from errors, inaccuracies, or omissions in any documents and/or information retrieved from any third party source.

Prospective bidders are encouraged to review the official version of all documents upon which they plan to rely. For a complete set of bid documents, all interested parties are directed to The Agency's website at the Town of San Anselmo Bid Page and www.BluePrintExpress.com or https://www.bpxplanroom.com/jobs/public

A Pre-Bid Conference will not be held for this project.

Bids shall be written clearly and legibly in ink in conformance with the Instruction to Bidders. All bids shall be submitted to the Agency's front desk in a sealed envelope plainly marked on the outside with "SEALED BID FOR CIP PROJECT No. 2024-SFDSB, SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT - DO NOT OPEN WITH REGULAR MAIL".

If using Federal Express or other such service for bid submittal, the contents of the submittal must be noted on the outside of that envelope as stated above.

Each bid must be accompanied a certified or cashier's check payable to the Town of San Anselmo, or a satisfactory bid bond executed by the bidder and an acceptable surety, in an amount equal to ten percent (10%) of the total aggregate bid amount. The successful bidder will be required to furnish and pay for performance and payment bonds acceptable to the Agency.

Agency hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

The Contractor to whom the Contract is awarded, and any subcontractor under such Contractor, shall hereby ensure that minority and women business enterprises will be afforded full opportunity to submit bids for subcontracts. Further, there shall be no discrimination in employment practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in compliance with Government Code 12990.

Attention is directed to the provisions of the Bid and Contract Documents, which require retention from payments to the Contractor to secure performance under the Contract. Pursuant to California Public Contract Code Section 22300, and at the request and expense of the Contractor to whom the contract is awarded, acceptable securities (securities listed in

Government Code Section 16430, bank or savings and loan, certificates of deposit, interest bearing demand deposit accounts or standby letters of credit) equivalent to the retention amount shall be permitted in substitution of money withheld by the Agency to ensure performance under the Contract. Such securities shall be deposited with the Agency or with a California or Federally chartered bank or savings and loan as escrow agent who shall return such securities, along with any interest thereon, to the Contractor upon satisfactory completion and acceptance of the Work by the Agency.

The successful Bidder must comply with all prevailing wage laws applicable to the Project. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages set forth in the General Prevailing Wage Rates for this project are available at the California Department of Industrial Relations' Internet web site at https://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

The Agency reserves the right to reject any or all bids, to waive any irregularity(ies), and to take all bids under advisement for a period of sixty (60) calendar days after the date the bids are publicly opened. All costs incurred by bidders as a result of preparing bids under this Notice Inviting Bids shall be the sole responsibility of each bidder. This Notice Inviting Bids neither creates nor imposes any obligation upon the Agency to enter into a contract.

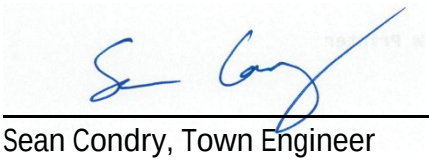
Liquidated damages are required by law and will apply to the Project in accordance with the Special Provisions.

Bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification(s) of contractor's license(s), for the work bid upon, and shall maintain the license throughout the duration of the Contract. Bidders must possess a current State of California CLASS A Contractor's License. Agency will accept bids only from Bidders that (along with all subcontractors listed in the bid) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Subject to Labor Code Sections 1771.1(c) and (d), any Bid from an unregistered Bidder or that includes an unregistered subcontractor shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1). Agency may accept a non-complying Bid provided that Bidder and all listed subcontractors are registered at the time of contract award.

This is a 45 working day contract.

Information and Questions: All questions and request for information must be submitted in writing via the Q & A section on the Town of San Anselmo Bid Page.

BY ORDER OF



Sean Condry, Town Engineer

8/28/2024
Date

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INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Contract Documents may be obtained from the Agency at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The official version of all Contract Documents, which include plans, Instructions to Bidders, General Conditions, Special Provisions, bid documents, sample contract documents, certified payroll documents, close-out documents, any other appendices, attachments or exhibits (if any), and addendum (if any) shall be on the Agency's website at the Town of San Anselmo Bid Page. It shall be the Bidder's responsibility to thoroughly review the Contract Documents prior to submitting a bid. Referenced standards, codes, regulations and other materials may not be available on the website. It shall be the Bidder's responsibility to find sources for all such references.

The Agency shall also make the Contract Documents available for review in electronic form at one or more plan rooms at no charge, as required by Public Contract Code section 20103.7. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the Agency to obtain the required Contract Documents if they decide to submit a bid. The Agency, does not warrant, represent, or guarantee the accuracy, completeness, or adequacy of information provided from any third party source, including any plan room. The Agency shall not be responsible or liable in any way whatsoever for any loss or damages of whatever kind, nature, or scope, including, but not limited to, time, money or goodwill arising from errors, inaccuracies, or omissions in any documents and/or information retrieved from any third party source.

The Agency does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents.

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

Bidders shall be solely responsible for examining the Project work site and the Contract Documents, including any addenda issued during the bidding period, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could possibly affect the Work. Bidders are responsible for consulting the standards referenced in the Contract Documents. Bidders shall be solely responsible for their failure to inspect the Project work site and to examine the Contract Documents and inform themselves, shall proceed at their sole risk,

and no relief for error or omission will be given except as required under State law. Each Bidder shall identify any and all ambiguity(ies), inconsistency(ies),clarification(s) and/or necessary additional information regarding the Contract Documents and Project work prior to preparing its bid.

Each prospective Bidder is responsible for fully acquainting itself with conditions of the Site (which may include more than one location) and those relating to construction of the Work, fully understanding the facilities, difficulties and restrictions which may affect the cost or effort required to complete the Work.

By submitting a bid the Bidder certifies that:

a) The Bidder has carefully examined the Project Site, has taken steps to obtain all information concerning site conditions and is familiar with all conditions (including information that the Agency made available to all Bidders during the bid process, costs and physical conditions) affecting the performance of the Work, and

b) The Bidder has carefully examined the Project work and Contract Documents and its Bid, and affirmatively represents that the Project work, Contract Documents and its Bid contain no significant error, inconsistency or omission and the Bidder has requested additional information and clarification from the Agency in writing with respect to any such error(s), inconsistency(ies), ambiguity(ies), conflict(s) or omission and has received such information and clarification from the Agency, and

c) The Bid and Contract Documents are sufficient to have enabled the Bidder to determine the cost and duration of the Work and to enter into the Contract and the Bid and Contract Documents are sufficient to construct the Work in accordance with all applicable laws, statutes, buildings codes and regulations and otherwise to fulfill the Bidder's obligations under the Contract, and

d) The Bidder has requested each Subcontractor to carefully examine the Project Site, information concerning Site conditions, and Bid and Contract Documents with respect to the portion of the Work to be performed by such Subcontractor and that each Subcontractor has certified to the Bidder that such Subcontractor requires no additional information or clarification to perform the portion of the Work to be performed by such Subcontractor except as may have been requested in writing by the Bidder and to which the Agency has responded, and

e) That any deficiencies, ambiguities, conflicts, omissions or errors remaining in the Contract Documents at bid time have been considered in Bidder's costs of performing the work and are including within the total Bid amount, and that Bidder will build and deliver the project as defined in the Contract Documents as whole and complete project within the contract time and cost.

3. ESTIMATED QUANTITIES OF WORK OR MATERIAL

The quantities of work or material stated in the unit price items of the Bidding Sheet(s) are supplied only to give an indication of the general scope of work. The Agency does not expressly or by implication agree that the actual amount of work or material will correspond therewith. The Agency reserves the right to increase or decrease the quantity amount of any unit price item of the work by an amount up to and including 25 percent of any bid item(s), or to omit portions of such work as may be deemed necessary or expedient by the Engineer without a change in the unit price.

The Agency reserves the right to eliminate any item of work in its entirety in accordance with the General Provisions.

4. INTERPRETATION OF CONTRACT DOCUMENTS & REQUESTS FOR CLARIFICATION

The Bidder shall interpret the Contract Documents as a whole and inseparable. The Contract Documents are complementary and cooperative. Anything specified in the written documents and not shown on the plans, or shown on the plans and not specified in the Contract Documents shall be as though shown on or specified in both. Discrepancies, conflicts, ambiguities, omissions and errors from any part of the Contract Documents shall immediately be brought to the attention of the Agency by submission of a written Request for Clarification. Any Request for Clarification must be sent electronically via the Town's Bid Page no later than the date specified on said Bid Page. The Bidder shall be responsible for the prompt delivery of the request. The Agency may or may not respond to Bidder's requests for clarification.

5. ADDENDA

The Agency reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. Any response by the Agency to a request for clarification to the Contract Documents will be made by written addendum and will be posted on the Agency's website. If a Bidder has provided the Agency with their email address at a pre-bid meeting and requested electronic notification, the Agency will endeavor to send addenda electronically to the email addresses provided but makes no representation or warranty that Bidder will receive electronic notification; it is the Bidders sole responsibility to obtain any and all addenda. Any and all addenda shall be issued no later than 72 hours prior to the date and time fixed for the opening of bids. Failure of any Bidder to receive any addenda shall not relieve such Bidder from any obligations imposed by such addenda. All addenda so issued shall become part of the Contract Documents. Failure by the Bidder to include addenda in its bid may render the bid non-responsive and result in its rejection.

Pursuant to Public Contract Code section 4104.5, if the Agency issues an Addendum which includes material changes to the Work less than 72 hours prior to the deadline for submission of

bids, the Agency will extend the deadline for submission of bids. The Agency may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date.

It shall be the responsibility of all prospective Bidders to ensure that they have received any and all addenda. Each addendum will include a confirmation sheet indicating receipt of the addendum. This sheet must be signed and included with the bid for each addendum issued. Bids that do not include the confirmation sheet(s) for each addendum, if any, may be rejected as non-responsive at the sole discretion of the Agency.

6. ADDITIVE, DEDUCTIVE AND ALTERNATIVE BIDS

If an additive and/or alternate bid schedule is called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid schedule(s) only unless otherwise specified in the Notice Inviting Bids or by Addenda if issued to supersede the Notice Inviting Bids on this specific issue.

For a Contract where a deductive bid schedule is called for, the lowest bid will be determined by the total of all bid schedules including the deductive bid schedule(s).

The time required for completion of the additive/deductive or alternate bid items/schedules has been factored into the Contract Time and no additional time will be allowed for performing any of the alternate bid items unless the Contract Documents address this issue specifically and allow for more or less time based on the additive/deductive and/or alternative bids. Regardless of whether the additive/deductive or alternates bid items will be considered in determining the low bid, the Agency may elect to include any or none of the additive/deductive or alternate bid items/schedules, or to otherwise add or remove certain work from the scope of Work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs and expenses, which will be incurred by the Bidder for the Project.

7. WORK BY BIDDER'S OWN FORCES

It is the intention and requirement of the Agency to award a contract only to a Bidder who will perform with such Bidder's own forces (those who are in direct employment of the Bidder's organization) at least 50 percent (50%) of the work, exclusive of items designated on the Bid Schedule by the Agency as specialty items, if any. The percentage of work which will not be performed by a Bidder's own forces will be determined by adding the dollar value of all contracts shown on the List of Subcontractors in the Bid Forms (excluding the dollar amount of the specialty bid items), and dividing this total by the Bidder's Total Bid Amount (excluding the dollar amount of Specialty bid items).

The requirement for the Contractor to perform at least 50% of the contract work with its owns forces will be waived only for contracts where only a "B" License is required for the prime contractor.

8. LISTING OF SUBCONTRACTORS

The Bidder shall comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 et seq. ("Subcontracting Act"). Any references in these Bid and Contract Documents to the requirements of the Subcontracting Act are for the Bidder's reference, and shall not limit the Contractor's obligations under law.

The Bidder shall list only one subcontractor for each portion of the Work as is defined by the Bidder in the List of Subcontractors section of the Bid Schedule. Partial submittal or failure to include all required information regarding subcontractors may preclude the full analysis and review of the Bid and may be cause to disqualify the Bid as non-responsive.

At the preconstruction meeting, Contractor shall submit a copy of all listed subcontractor(s)' bids and subcontracts.

9. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the California Labor Code, Contractors and subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform to work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor shall be returned to the Agency. The successful Bidder, as Contractor, shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

10. PREVAILING WAGES

The Bidder shall refer to Section 7-1.02K(3) of the Special Provisions and Appendix 1 for all prevailing wage requirements.

The Agency has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at the Department of Public Works, 525 San Anselmo Avenue, San Anselmo, CA 94960 or may be obtained online at http://www.dir.ca.gov/dlsr. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this

requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As the project is subject to State hourly minimum rates for wages and fringe benefits.

11. DBE (NOT USED)

12. COMPLETION OF BID FORMS

Bids shall only be prepared using originals or copies of the Bid Forms included in the Contract Documents, Appendix 1 and 2 and all addenda. The use of Bid Forms other than clear and correct photocopies of those provided by the Agency may be rejected by the Agency in its sole discretion as non-responsive.

Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall not delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER TO COMPLETE ALL BID FORMS IS REQUIRED. Deviations in the Bid Form may be rejected by the Agency as non-responsive.

The signature of all persons signing the bid proposal shall be in longhand by an individual clearly authorized to bind the Bidder Company. The Bidder shall provide evidence that the individual(s) signing the Bid Forms are authorized to bind the legal entity of the Bidder. The notarization does not constitute such proof unless the legal entity of the Bidder is an individual.

13. SUBCONTRACTOR BIDS

Bidders shall include a copy of all bids by subcontractors listed in the bid documents as part of the bid package. The Agency may reject any bid as non-responsive that does not include copies of all listed subcontractor bids.

14. NOTARY PUBLIC

All signatures on the bid bond and both required surety bond forms shall be notarized on each document.

15. BID GUARANTEE

Bids shall be accompanied by a certified check or a cashier's check made payable to the order of the Agency, or a bid bond payable to the Agency and executed by the Bidder as principal and surety as obligor, in an amount equal to at least ten percent (10%) of the amount bid. The bond and Surety qualifications shall be in conformance with the General Provisions. Personal sureties and unregistered surety companies are unacceptable. Said check, or bond shall be given as a guarantee that the Bidder will enter a contract if awarded the work, and shall provide the required payment and performance bonds and insurance certificates and in case of within five (5) working days after being requested to do so by the Agency. Refusal or failure to enter into said contract and provide the required documents may result in forfeiture of the Bidder's bid guarantee or bond to the Agency and the Agency may award the contract to another Bidder, or may call for new bids. A bid received and not accompanied by such certified check, cashier's check, or approved bond will be considered non-responsive and rejected.

16. PENALTY FOR COLLUSION

If at any time it is found that the person, firm, or corporation to whom the Contract has been awarded, has, in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void, and the Agency may advertise for new bids and contract for such work. The Contractor and the Contractor's sureties shall be liable to the Agency for all loss or damage, which the Agency may suffer thereby.

17. SUBMISSION OF SEALED BIDS

No oral or telegraphic modifications will be considered.

Bids may be mailed, sent by overnight delivery, delivered by messenger, or personally delivered to the Department of Public Works, 525 San Anselmo Avenue, San Anselmo, CA 94960 in such manner to ensure receipt of the Bid on or before the day and hour set for the opening of bids in the Notice Inviting Bids. The bid shall be enclosed in a sealed envelope bearing the title of the project, the name of the Bidder, the date/hour of the opening, and the appropriate State Contractors license designation, which the Bidder holds. If by commercial carrier the sealed bid must be in a sealed box or envelope and the following shall be clearly legible marked on the outside of the sealed box or envelope,

"SEALED BID FOR CIP Project NO. 2024 SFDSB, SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT - DO NOT OPEN WITH REGULAR MAIL".

It is the sole responsibility of the Bidder to see that their bid is received at the proper time. Any bids received after the scheduled closing time for receipt of bids shall not be opened and will be rejected. Late bids will be made available for the Bidder to retrieve up to 7 days after the bid

opening. If the Bidder does not retrieve the late bid after 7 days, it will be disposed of by the Agency.

18. AGENCY PHONES WILL NOT BE AVAILABLE TO BIDDERS ON BID DAY.

Agency does not represent or warranty that any telephone service will be made available to prospective Bidders. It is the sole responsibility of the Bidder to make arrangements for any communications on Bid day.

19. PUBLIC OPENING OF BIDS

Bids shall be opened and read publicly and the aggregate bid of each Bidder shall be declared at the time and place indicated in the Notice Inviting Bids of these Contract Documents. Bidders or their authorized agents are invited to be present. The apparent low Bid amount and Bidder will be announced on the basis of how the bids shall be compared as stated in the Notice to Bidders or superseding Addenda. The Agency will subsequently evaluate Bid responsiveness, Bidder qualifications and responsibility, and any other matters Agency deems necessary to determine the lowest responsive and responsible bidder in accord with the Contract Documents.

20. BID RESULTS

To obtain bid results, either attend the bid opening or check the website at the Town of San Anselmo Bid Page. Bid results will not be provided over the telephone.

21. QUALIFICATIONS OF BIDS

After the bids are publicly opened, the Agency shall review all bids for responsiveness to these Instructions to Bidders, Bid Forms, and applicable law, compare the bids to the Engineer's Estimate for value and to verify a balanced bid.

After the lowest monetary and responsive Bidder has been determined, the Agency will review the Bidder in order to determine whether it is the lowest responsible Bidder. The term "responsible" is defined by California law, but generally means that the Bidder is able to demonstrate: (1) the capacity to perform the Work required by these Contract Documents with respect to financial strength, resources available, and experience; and (2) its integrity and trustworthiness to complete performance of the Work in accordance with the Contract Documents.

The Agency will make its determination of responsibility based upon information submitted by the Bidder contained in the Bid Forms and interviews with previous agencies, clients, design professionals, or subcontractors with whom the Bidder has worked.

The Agency in its absolute discretion reserves the right to reject any or all bids, and to waive any informalities or minor irregularities in any Bid. The Agency may require Bidders to submit additional or clarifying information. A bid shall not be binding upon the Agency until after the Contract is signed by both the Contractor and the Agency and delivered to the Bidder by the Agency's authorized representative.

22. DISQUALIFICATION OF BIDDERS

There are several reasons that the Agency may disqualify a Bidder. Some of the more common reasons Bidders are disqualified include, but are not limited to:

a) Bidder submits or has a financial interest in more than one bid. However, a person, firm, corporation or other entity that has submitted a proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders submitting a bid to the Agency. No person, firm, corporation, or other entity may submit a proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime bid for the Work.

b) Submittal of unbalanced bids in which the prices for some items are out of proportion to the prices for other items of work.

c) Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

d) Uncompleted projects of similar scope and size or poor safety record, which, in the judgment of the Agency, might hinder or prevent the prompt completion of additional work if awarded.

e) For being in arrears on existing contracts, history of claims, in litigation with the Agency, or having defaulted on a previous contract.

f) Lack of competency as revealed by the financial statements or statements of experience, plant, and equipment.

g) Lack of financial strength based on, but not limited to, financial statements, available resources, bonding capacity, or available insurance.

h) Evidence of collusion among Bidders.

i) Modification of a Bid Form.

j) Submittal of an incomplete bid and/or failure to include all required information either of which precludes full analysis and review of said Bid and/or which precludes meaningful comparison of the Bid with other bids received by the Agency.

23. WITHDRAWAL OF BID

Any proposal may be withdrawn prior to the hour and date for Bid Opening set forth in the Notice Inviting Bids, provided that a request in writing, executed by the Bidder or his duly authorized representative, for the withdrawal of such proposal, is filed with the Agency. The withdrawal of a proposal shall not prejudice the right of a Bidder to file a new proposal. Any request to withdraw a bid after bid opening must be made in accordance with Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail how the mistake was made. Whether a bid is allowed to be withdrawn under PCC section 5100 et eq. shall be at the Agency's sole discretion.

24. REJECTION OF BIDS

The Agency, in its absolute discretion, reserves the right to reject any or all bids, and to waive any informalities or minor irregularities in the Bids. Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind or if the confirmation of addenda and required supplemental information set forth in the bid forms are not submitted with the bid.

25. BID PROTEST PROCEDURE

Any bid protest relating to the form or content of the Bid, or in connection with the Contract Documents or responses to requests for clarification, or directly or indirectly concerning the Project must be submitted in writing to the Agency's Procurement Administrator at the Department of Public Works, San Anselmo, CA 94960 at least ten (10) business days before the initial date set for the bid opening. Any Bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the Bid, in connection with the Contract Documents, responses to requests for clarification, and directly or indirectly concerning the Project not previously stated in writing.

Submitted bids will be made available for review upon written request of any Bidder.

Bidders may file a "bid protest" of any Bid(s) with the Agency's Department of Public Works, 525 San Anselmo Avenue, San Anselmo, CA 94960. The bid protest must satisfy all of the following requirements:

A. Be filed in writing not later than 5:00 p.m. on the fifth business day after the bid opening date;
B. Clearly identify the specific alleged irregularity or other basis for the bid protest;
C. Specify, in detail, the factual and legal grounds for the bid protest; and
D. Include all relevant supporting documentation with the bid protest at time of filing.

If the bid protest does not meet all of these requirements, the Agency may reject it without further review.

If the bid protest is timely and complies with all of the above requirements, the Agency's Director of Public Works, or other designated Agency staff member, shall review the bid protest, any response from the challenged Bidder, and all other relevant information. The Agency may at its discretion prepare a response to the bid protest. Agency staff may make recommendations to the awarding authority to consider, accept, or reject any bid protest(s) in connection with the award of the contract for the Project.

BIDDER'S PROPOSAL

SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE
TRAFFIC SIGNAL IMPROVEMENTS PROJECT
CIP Project No. 2024 SFDSB

The undersigned hereby proposes to furnish any and all labor, materials, and equipment for the SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT, CIP Project No. 2024 SFDSB, and appurtenant work in connection therewith, said work to be done and materials to be furnished in strict conformity with the Contract Documents, including but not limited to the Notice Inviting Bids, Instructions to Bidders, every Addendum, plans, specifications, General Conditions, Special Provisions, General Provisions, Standard Plans, Standard Specifications, technical references, all other referenced documents, all codes, permit conditions and regulations, for the total amount(s) and any unit prices and additive/deductive items shown on this proposal.

The undersigned has examined the location of the proposed work and all local and physical conditions and challenges presented by the Project site, is familiar with the plans, specifications, Contract Documents (particularly as delineated above) and the requirements of the Public Works Contract, and also understands that the Project shall be completely constructed in turn-key condition acceptable to the Owner within the Project time requirements for the price of the proposal, including all fees and sales and/or use tax upon any materials so furnished, including any unit prices and additive/deductive items. The undersigned has also carefully checked all of the figures given and understands that the Agency will not be responsible for any errors or omissions on the part of the undersigned in submitting this proposal.

Contractor confirms that his/her/its bid is submitted with respect to the changes to the Contract and/or Contract Documents included in all addenda issued by the Owner.

In addition to reaffirming that the changes and information contained in the addenda have been integrated into their proposal, Contractor acknowledges receipt of Addenda No.(s)_____.

The undersigned has examined the current State of California schedule of prevailing wage rates for the types of work to be done on this project and agrees to pay not less than these rates.

The undersigned hereby proposes to furnish any and all labor, materials, and equipment for the SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT, CIP Project No. 2024 SFDSB, and appurtenant work in connection therewith, said work to be done and materials to be furnished in strict conformity with the Contract Documents, including but not limited to the Notice Inviting Bids, Instructions to Bidders, every Addendum, plans, specifications, General Conditions, Special Provisions, General Provisions, Standard Specifications, Standard Plans, all other referenced documents, all codes,

permit conditions and regulations, for the total amount(s) and any unit prices and additive/deductive items shown on this proposal.

BID SCHEDULE

BASE BID – SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT,
CIP Project No. 2024 SFDSB

ITEM No	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED ITEM AMOUNT
1	Mobilization	LS	1		
2	Construction Area Signs and Traffic Control	LS	1		
3	Water Pollution Control Plan	LS	1		
4	Minor Concrete - Sidewalk	SF	30		
5	New Roadside Sign – R10-22	EA	1		
6	Traffic Signal and Lighting System	LS	1		
				TOTAL BASE BID (numbers)	

********** END OF BASE BID ITEMS **********

BASE BID TOTAL (in words) _____

Contractor's Initials _____

In the event of a variation between the unit price and extended total, the unit price will be used and the corrected extension will be considered as the amount bid. If the bid is illegible and cannot be reconciled it will be considered non-responsive and will not be considered for award.

If an additive and/or alternate bid schedule is called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid schedule(s) only unless otherwise specified in the Notice Inviting Bids or by Addenda if issued to supersede the Notice Inviting Bids on this specific issue.

For a Contract where a deductive bid schedule is called for, the lowest bid will be determined by the total of all bid schedules including the deductive bid schedule(s).

Regardless of whether the additive/deductive or alternates bid items will be considered in determining the low bid, the Agency may elect to include any or none of the additive/deductive or alternate bid items/schedules, or to otherwise add or remove certain work from the scope of Work. Accordingly, Contractor warrants that each bid item contains a proportionate share of profit, overhead and other costs and expenses, which will be incurred by the Contractor for the Project.

If equal low bids are received from responsible and responsive bidders the selection shall be made by drawing lots, or other similar random blind method selected by the Agency. If only one responsive bid is received from a responsible bidder the award shall not be made unless the price can be determined to be reasonable based on an analysis by the Agency. The Agency's determination as to the reasonableness of any such bid shall be final.

The Agency reserves the right to reject any or all bids, to waive any irregularity(ies), and to take all bids under advisement for a period of sixty (60) calendar days after the date the bids are publicly opened. Bidder acknowledges that all costs incurred as a result of preparing the proposal shall be the sole responsibility of Bidder. The Notice Inviting Bids and Instructions to Bidders does not create or impose any obligation upon the Agency to enter into a contract.

All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for public inspection within two business days of bid opening.

The quantities listed in the bid proposal are provided to give a general indication of the scope of the work and for the comparison of bids. No warranty is made, either expressed or implied, that the actual quantities of work to be done will correspond therewith. Item numbers followed by "(S)" are designated as specialty items which will not be included towards the calculation of minimum of 50 percent of work to be performed by Contractor's own forces.

By signing and submitting this bid the Contractor confirms that they are familiar with the work site and all existing conditions that may affect their work and that they have read and agree to all the terms, conditions and requirements contained or referenced herein or in the Contract Documents and that all the aforementioned has been included in the bid prices listed above, including items of work that may not have a specific pay line item and that there shall be no additional costs to the Agency.

WARNING: If an addendum or addenda have been issued by the Agency and not noted above as being received by the bidder, this Bid may be rejected.

Complete the following:

Legal name of the business, DIR Reg. and Contractor License Nos.

Business Type (Corporation, Partnership, Sole Proprietor)

DBA (if any)

Name and title of the owner

Name and title of second partner or officer

Business Address

Telephone number

Facsimile number

Name and Email address of primary contact

Company web address

Signature of Bidder	Date	Signature of Bidder	Date
Print name and title		Print name and title	

(If the Bidder is a corporation two signatures of corporate officers are required.)

CERTIFICATE REGARDING CONTRACTOR'S LICENSE

1. Contractor is required to possess one of the following State Contractor's License:

State of California Class A Contractor's License

2. A failure to (1) possess the required license, (2) truthfully set forth the following information, and/or (3) execute this Certificate may render the proposal nonresponsive and permit the Town to reject the proposal. (Business and Professions Code Section 7028.15)

3. Contractor declares, under penalty of perjury, that he/she/it possesses the required Contractor's license(s) which:

a. Bears the license number(s): _____

b. Expires on: _____

Signature of Bidder	Date	Signature of Bidder	Date
Print name and title		Print name and title	

(If the Bidder is a corporation two signatures of corporate officers are required.)

This required license determination has been made by the Agency. Any Contractor holding a different license who feels he is qualified to bid on this work must so advise the Agency at least seven (7) days prior to the bid opening. The Agency may conduct a review of the contemplated work to re-evaluate the required license determination. The Agency may in its sole discretion maintain or change the required license determination; Agency's decision as to the required license will be final.

BID SECURITY FORM FOR CHECK

NOTE: THE FOLLOWING FORM SHALL BE USED IN THE CASE OF CHECK ACCOMPANYING BID

Accompanying this proposal is a Certified Check or Cashier's Check payable to the order of the Town of San Anselmo, hereinafter referred to as "Agency", for _____dollars ($_____), this amount being 10 percent (10%) of the total amount of the bid. This check shall be returned to the undersigned only if either of the following occurs:

A. If said Bid shall be rejected by the Agency;

B. If said Bid shall be accepted by the Agency and the Undersigned shall execute and deliver a Contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish bonds required for his/her/its faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Contract created by acceptance of said Bid.

Otherwise, said check shall become the property of the Agency.

Said check shall also become the property of the Agency if the Undersigned shall withdraw his/her/its bid within the period of sixty (60) calendar days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another bidder.

Signature of Bidder Date	Signature of Bidder Date
Print name and title	Print name and title

(If the Bidder is a corporation, two signatures of corporate officers are required.)

BID SECURITY FORM FOR BOND

KNOW ALL BY THESE PRESENTS:

That the undersigned

_____

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, TOWN OF SAN ANSELMO, a political subdivision of the State of California, as obligee, in the penal sum of (Dollar Amount In Words) _____ Dollars ($_____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Sir Francis Drake Boulevard and Sierra Avenue/Broadmoor Avenue Traffic Signal Improvements Project, consisting of, but not limited to: Installation of new traffic signal hardware and lighting and associated signage in the town of San Anselmo, for which bids are to be opened at the Town of San Anselmo Council Chambers, 525 San Anselmo Ave, San Anselmo, California on October 1, 2024 at 10:30 a.m.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under the Instructions to Bidders, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20__.
(Month)

(Corporate Seal) By _____
Principal

By _____
Surety

(Corporate Seal) By _____

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[Town], _____[state].

_____	_____
Signature of Bidder Date	Signature of Bidder Date
_____	_____
Print name and title	Print name and title

(If the Bidder is a corporation, two signatures of corporate officers are required.)

CONTRACTOR'S REFERENCE LIST

Attach to this bid a list of three (3) projects in the past five (5) years on which the bidder and his subcontractor(s) have successfully constructed and completed projects with the same type (elements), size and complexity of work. The Agency Engineer will make the final determination of whether the projects listed here are of the same type, size and complexity as this project.

Failure of bidder to supply sufficient documentation of similar roadway paving and concrete work experience shall be considered grounds for a non-responsive bid and, at the Agency's discretion, said bid will be disqualified.

Project Name: _____

Contract Price: _____ Date of Completion: _____

Name, Address, and Telephone Number of Owner's Representative:

_____

_____

Project Name: _____

Contract Price: _____ Date of Completion: _____

Name, Address, and Telephone Number of Owner's Representative:

_____

_____

Project Name: _____

Contract Price: _____ Date of Completion: _____

Name, Address, and Telephone Number of Owner's Representative:

_____

_____

(Attach additional pages as necessary)

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 10, below.

STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Please note that the submittal of this certificate does not relieve Contractor from complying with all of the insurance requirements of the Public Works Agreement and Contract Documents.

CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

1. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all listed Subcontractors are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is *[please complete]* _____.

CERTIFICATION OF _____

BIDDER:

_____		_____	
Signature of Bidder	Date	Signature of Bidder	Date

Print name and title

Print name and title

(If the Bidder is a corporation, two signatures of corporate officers are required.)

TOWN OF SAN ANSELMO BID AND CONTRACT DOCUMENTS

TOWN OF SAN ANSELMO CONTRACTOR AGREEMENT

SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE

TRAFFIC SIGNAL IMPROVEMENTS PROJECT, CIP PROJECT NO. 2024 SFDSB

This Town of San Anselmo Contractor Agreement ("Agreement") is made and entered into for the above referenced Project by and between the Town of San Anselmo ("Agency"), and _____ ("Contractor") on the _____ day of _____, 20__.

In consideration of the mutual covenants and agreements set forth herein, Agency and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the Work in connection with the SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT, CIP 2024 SFDSB to be constructed at the intersection of Sir Francis Drake Boulevard and Sierra Avenue/Broadmoor Avenue in the Town of San Anselmo, California, including to furnish any and all labor, services, materials and equipment to construct and complete the Project, and appurtenant work in connection therewith, said work to be done and materials to be furnished in strict conformity with the Contract Documents, including but not limited to this Agreement, approved Change Orders, Notice Inviting Bids, Instructions to Bidders, Bidder's Proposal and Information Required for Bid Submittal, Bid Schedules, Addenda and/or Bulletins, plans, Special Provisions (Specifications), General Conditions, General Provisions, 2010 Caltrans Standard Specifications, 2010 Caltrans Standard Plans, technical references, all other referenced documents, all codes, permit conditions and regulations, for the total amount(s) and any unit prices and additive/deductive items, including all work, labor, services, materials and equipment described and reasonably inferable from documents enumerated in Exhibit "A" attached hereto and incorporated herein by reference (such construction and furnishing of labor, service, materials and equipment hereinafter referred to as the "Work") in a good workmanlike manner according to any and all applicable best practices to the satisfaction of the Agency. The term Contract Documents shall mean this Agreement, and all of the items enumerated in Exhibit "A" and all change orders or addenda issued by the Agency with respect thereto. Agency must consent in writing to any changes in the scope of Work. Exhibit "A" shall be deemed revised in accordance with any revisions for

which Agency's consent has been issued. Any revisions to the scope of Work for which Agency's written consent has not provided shall be null and void and done at the risk and sole expense of the Contractor.

2. CONTRACT PRICE

Agency hereby agrees to pay and the Contractor agrees to accept as full compensation for all Work performed in accordance with these Contract Documents the Contract Price as set forth in Exhibit "B", Contract Price, attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence in Contractor's performance of the Work for this Agreement. Contractor agrees to diligently pursue the performance and completion of the Work in every detail to the satisfaction of the Agency, exclusive of maintenance periods, within the specified duration set forth in the Notice to Proceed. All timing requirements shall be strictly adhered to unless otherwise modified by the Agency in accordance with the Bid and Contract Documents.

4. DELAYS AND EXTENSIONS OF TIME

Delays and extensions of time will be handled by Agency and Contractor pursuant to the Special Provisions. However, Contractor must comply with the written notice requirement, as well as timely report back-up information, in strict compliance with the requirements of the Special Provisions; Contractor's failure to submit these items within the times specified will constitute a waiver of the extension of time and payment for delay and will be ground for refusal by the Agency to consider such request.

5. LABOR CODE REQUIREMENTS

Pursuant to Labor Code Section 1771.1, the Contractor and all subcontractors shall be registered with the Department of Industrial Relations. Pursuant to Labor Code Section 1771.4, the Contractor is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to Town up to $50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Contractor acknowledges and agrees to abide by the provisions of California Labor Code §§ 1720, et seq., as well as 1771, 1773, 1773.1, 1773.2, 1773.6, 1773.7, 1774, 1775 1776 and 1777, pertaining to the obligation to pay prevailing wages with respect to the performance of work ("Prevailing Wage Laws"). Contractor shall defend, indemnify, and hold the Town, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Contractor acknowledges that under California Labor Code sections 1810 et seq., eight hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to Town the sum of $25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813.)

6. NON-DISCRIMINATION

Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age of such person, except as may be permitted by California Government Code section 12940. Contractor is responsible for compliance with this section.

7. AUTHORIZED AGENCY REPRESENTATIVES

On behalf of the Agency, the Town Engineer of the Town of San Anselmo shall be the Agency's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement. The Town Engineer may delegate authority in connection with this Agreement to his/her assigned designees.

8. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Town, its elected officials, officers, employees and agents from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which Town may suffer or incur or to which Town may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of any negligent or willfully wrongful acts or omissions of Contractor, its officers, employees, agents, or subcontractors committed in performing any Work under this Contract, excluding Claims occurring as a result of the Town's sole negligence or willful acts or omissions.

If any action or proceeding is brought against Town by reason of any of the matters against which Contractor has agreed to indemnify Town as provided above, Town need not have first paid for any of the matters to which Town is entitled to indemnification in order to be so indemnified. In the event of any Claim made against Town, Town may, in its sole discretion, reserve, retain or apply any funds due to Contractor under this Contract for the purpose of resolving such Claim. The provisions of this section will survive the expiration or earlier termination of this Agreement.

9. CARTWRIGHT ACT ASSIGNMENTS. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any or subcontractor is deemed to have offered and agreed to assign to Town all rights, title, and interest in and to all causes of action it may have under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time Town tenders final payment to Contractor, without further acknowledgement by the Parties.

10. INSURANCE

Contractor agrees to have and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit "C" ("Insurance"), which is made a part of this Agreement.

Further, by signing below Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance

of the Work of this Agreement. Additionally, Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code, including requiring each subcontractor to execute the following certification:

> "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

11. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Agency and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

12. PROJECT DOCUMENTATION

All data, drawings, maps, models, notes, books, documents, papers, daily reports, schedules, time and materials tickets, employee time sheets, accounting records and other evidence pertaining to costs incurred, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of Town. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to Town in its possession, but may retain copies of any of the Project Documents it may desire.

Contractor shall maintain the Project Documents and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement any documents not turned over to Agency for inspection by Agency.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Agency, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false

information or in reckless disregard of the truth or falsity of the information. In the event the Agency seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 13, above:

_____ (Initial) _____ (Initial)

14. INDEPENDENT CONTRACTOR

Contractor is and will at all times remain as to Town a wholly independent contractor and shall not be an employee, agent, partner or joint venturer of the Agency. Agency shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Agency shall not have the right to control the means by which Contractor accomplishes such services. Neither the Town nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of Town.

15. LICENSES AND PERMITS

Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by Town. Contractor represents and declares to Agency that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the San Anselmo Municipal Code.

16. GENERAL PROVISIONS

a) Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

b) Assignment. Contractor may not assign this Contract without the prior written consent of Town, which consent may be withheld in the Town's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

c) Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

d) Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and Town prior to the execution of this Contract.

e) Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Town Council or Town Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

f) Counterparts and Facsimile Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.

g) Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by Town of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

h) Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

i) Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

j) Venue. In the event of litigation between the Parties, venue in state trial courts will be in the County of Marin. In the event of litigation in a U.S. District Court, venue will be in the Northern District of California, in San Francisco.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

AGENCY:

Town of San Anselmo

By: _____
David P. Donery, Town Manager

ATTEST:

By: _____
Serge Avila, Town Clerk

APPROVED AS TO FORM:

By:

_____
Megan Holt Acevedo, Town Attorney

CONTRACTOR:

_____

By:

_____
Name:

_____
Its:

_____

By:

_____
Name:

_____
Its:

_____

_____
Contractor's Town Business License No.

_____
State Contractor License No. & Class

_____
DIR Registration No. & Exp.

Street Address

Town, State, Zip Code

[NOTE: In the event the Contractor is a Corporation, the signatures of two separate persons holding different offices must be provided.]

EXHIBIT A

CONTRACT DOCUMENTS

Town of San Anselmo Contractor Agreement

Change Orders issued by Agency, signed by Contractor and (if necessary) approved by Town Council

Notice Inviting Bids, Instructions to Bidders, and Bidder's Proposal and Information Required for Bid Submittal

Bid Schedule(s)

Addenda and/or Bulletins

Plans

Special Provisions (Specifications)

General Conditions

Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation, dated 2010

Standard Plans of the State of California, Business and Transportation Agency, Department of Transportation dated 2010. Permits issued by jurisdictional regulatory agencies.

Electric, gas, telephone, and cable television company specifications and standards

Notice of Award

Notice to Proceed

Certificate(s) of Required Insurance and Worker's Compensation Insurance

Security for Payment (Labor & Materials) and Performance

Escrow Agreement for Security Deposits in Lieu of Retention

EXHIBIT B

CONTRACT PRICE

[NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS]

The Contract Price for performing all Work described in the Contract Documents, including labor, materials, services and equipment is the total amount of all lump sum items and of all unit price sums, determined by multiplying the unit price for each item times the actual quantity of each such item, as determined by the Agency.

GENERAL PROVISIONS

A. Definitions and Terms

TOWN: Town shall mean the Town of San Anselmo, a political subdivision of the State of California, or, if applicable, the public entity awarding this contract by action of the Town Council sitting as the governing body of such *public* entity, except as provided in Section K, "Indemnity and Insurance Requirements."

TOWN COUNCIL: Town Council shall mean the governing body of San Anselmo.

DIRECTOR OF PUBLIC WORKS/ENGINEER: Director of Public Works/Engineer shall mean the Director of the Department of Public Works of San Anselmo, acting on behalf of the Town or ex officio as engineer of the awarding entities as described under the definition of "Town ", or his authorized agent acting within the scope of his authority, who shall act as the representative to the Town during the term of the contract.

STANDARD SPECIFICATIONS: Standard Specifications shall mean the Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation, dated 2010. Any reference therein to a State Agency or officer shall be interpreted as if the corresponding Town Office or officer acting under this contract were so specified.

STANDARD PLANS: Standard Plans shall mean the standard plans of the State of California, Business and Transportation Agency, Department of Transportation dated 2010.

UNIFORM CONSTRUCTION STANDARDS: Uniform Construction Standards shall mean the Uniform Construction Standards approved and adopted by the Cities of Marin and County of Marin, in May 2008.

CONTRACT DOCUMENTS: The work shall conform to the requirements of all the following contract documents:

- Project Plans.
- The Standard Specifications, insofar as they may apply.
- The Standard Plans, insofar as they may apply.

- The Uniform Construction Standards, insofar as they may apply.
- These specifications, including the Notice to Contractors.
- The Proposal and the Contract (or Agreement).
- The two (2) contract bonds required herein.
- Any supplemental agreements amending or extending the work.
- Executed Contract Change Orders.
- Permits from other agencies.
- Any working drawings, sketches, or instructions clarifying or enlarging upon the work specified herein.
- Pertinent portions of any other documents included by reference thereto in these specifications, the Standard Specifications, or the Plans.

In case of conflict between the Standard Specifications and these following provisions, these provisions shall take precedence over and be used in lieu of such conflicting portions. It is the intent of this contract to obtain a finished, workmanlike job, complete in place.

In the event of any conflict, doubt, or questions arising with respect to the true meaning of the contract documents, reference shall be made to the Director of Public Works and his decision shall be final.

B. Proposal Requirements and Conditions

The bidder's attention is directed to the provisions in, "Proposal Requirements and Conditions," of these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond will be found with the Proposal documents.

In conformance with Public Contract Code Section 7106, a Non-Collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-Collusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

All proposals shall be made in strict accordance with the Instructions to Bidders.

Unless otherwise required by the Special Provisions, the Contractor shall guarantee all work done under the Contract to be free from faulty materials and workmanship for a period of one (1) year from the date of acceptance by the Town Council, and shall furnish a defective material and workmanship bond as provided in "Contract Bonds" of the Instructions to Bidders. Guarantee Form in contract section must be executed prior to requesting acceptance of the project.

The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the Town.

The Contractor further agrees, that within ten (10) calendar days after being notified in writing by the Town of any work not in accordance with the requirements of the Contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time (not to exceed thirty (30) days after commencement of the repair work). In the event the Contractor fails to comply, it does hereby authorize the Town to proceed to have such work done at the Contractor's expense and he will honor and pay the costs and charges upon demand. The Town shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

C. Award and Execution of Contract

Award and execution of the Contract shall be as provided for in the Special Provisions, Instructions to Bidders, and Notice Inviting Bids.

The Agreement shall be signed in triplicate by the Agency and the Contractor.

Execution of the Agreement by the Contractor is a representation that the Contractor has visited the Project Site(s), become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.

D. Beginning of Work, Time of Completion and Liquidated Damages

Beginning of Work and Contract Time. All time limits stated in the Contract are of the essence. The Contractor shall diligently and continuously prosecute the work to completion within 45 working days after the date of commencement of work as specified in the Notice to Proceed. Unless otherwise specified in the Contract Documents, the time of completion of the Contract shall be expressed in working days.

Liquidated Damages. Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor shall pay to the Agency, or have withheld from monies due it, the sum of $1,900 for each consecutive calendar day in excess of the time specified for completion of the Work plus additional days approved by the Engineer.

Execution of the Contract shall constitute agreement by the Agency and Contractor that amount specified as liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

E. Scope of Work

Reference is made to Section 4 of the Standard Specifications.

F. Control of Work

Reference is made to Section 5 of the Standard Specifications.

The Contractor shall designate in writing before starting work, for approval by the Engineer prior to construction, an authorized representative who shall have the authority to represent and act for the Contractor. The authorized representative shall be the same person from the beginning to the end of the project.

Said authorized representative shall be present at the site of work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Said authorized representative shall have a mobile phone at the site at all time while work is in progress.

Full compensation for providing Superintendence shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

G. Preconstruction Conference

Subsequent to the issuance of the Notice to Proceed, but prior to the commencement of work, a preconstruction conference will be held at the San Anselmo Town Hall, San Anselmo, California for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, signs and traffic control, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work, including major subcontractors.

At this meeting, the Contractor shall provide an emergency contact list. The list shall contain the names, phone numbers, fax number and address. The Contractor shall also provide the contact information for the local Insurance Agent(s). The contact information shall include the insurance company name, the local agent's name, local phone and fax numbers and local address.

In addition, at this meeting the truck routes shall be discussed. The truck route shall be written and mapped by the Contractor and submitted to the Engineer for review and approval seven (7) calendar days prior to the commencement of any project trucking. All trucking contractors and sub-contractors shall be notified in writing of the project truck routes.

Additionally, an on-site preconstruction meeting may be held for the purpose of discussing site specific matters.

H. Control of Materials

Reference is made to Appendix 2, Closeout Documents

I. Legal Relations and Responsibility

Replace section 7-1.02A General with:

Comply with laws, regulations, orders, and decrees applicable to the project. Indemnify and defend the Town of San Anselmo; the public entity awarding this contract by action of the Town Council sitting as the governing body of such public entity; and the Town's employees, officers, and agents against any claim or liability arising from the violation of a law, regulation, order, or decree by you or your employees or any individual or company furnishing resources or activities for you. Immediately report to the Engineer a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

You shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.
If the Town incurs any fines or penalties because of your failure to comply with a law, regulation, order, or decree, the Town deducts the amount of the fine or penalty.
Immediately notify the Engineer if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

A Town business license must be held.

Add to section 7-1.02I(2) Nondiscrimination:

Contractor must comply with the STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE, SECTION 12990). Contractor must include Section 7-1.02I(2) in all subcontracts.

Replace section 7-1.02K(3) Certified Payroll Records (Labor Code § 1776):

Prevailing wages, records and reporting. The provisions of the California Labor Code is incorporated into the Contract Documents and the Contractor shall comply with all its provisions.

The Contractor shall pay prevailing wages, keep records and provide reporting as required by the State of California Labor Code.

Pursuant to Section 1775 of the Labor Code, the Contractor and any Subcontractors, shall, as a penalty to the Agency, forfeit the prescribed amounts (up to $200 as of January 1, 2020) per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

The Contractor shall provide certified payroll documents to the Engineer for all labor provided on the Project no later than 10 working days after the payday they represent. The Agency may withhold progress payments, Change Order payments and/or retention payments until complete certified payroll documents are submitted.

The Contractor shall correct all errors in the certified payroll documents or errors in pay to labor within 5 working days upon determination of an error by the Engineer or DIR. The Agency may withhold 10% of any amount due up to $10,000 (or any amount allowable under California law) until all such errors are corrected.

The Contractor shall post a copy of the applicable prevailing wage rates at the work site that is readily accessible to all labor personnel at any time during the Project. The Agency may withhold any payments due until the rates are posted and kept in this manner.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Further, any contractor or subcontractor who has been found or determined to be in violation by the Labor Commissioner as described in Labor Code section 1771.1 shall not be eligible to bid on the Project or to perform work as a subcontractor on the Project. Any contract with an unregistered contractor or subcontractor is subject to cancellation.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of

Industrial Relations. Contractor and all subcontractors must provide Certified Payroll Records to Agency and submit them online in the DIR's eCPR system database.

Pursuant to Section 1810 of the Labor Code, 8 hours of labor shall constitute a legal day's work. Pursuant to Section 1813 of the Labor Code, the Contractor and any Subcontractors shall pay to the Agency as a penalty the prescribed amount ($25 as of January 1, 2020) per calendar day for each worker required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without being compensated in accordance with Section 1815.

As a condition of payment the Contractor and subcontractors shall comply with all other requirements of the California Labor Code.

See DIR Certified Payroll reporting requirements available from the DIR website at http://www.dri.ca.gov/Public-Works/Certified-Payroll-Reporting.html.

The Contractor shall defend, indemnify and hold the Agency, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with all labor related laws.

Add to section 7-1.02K(6)(a) General:

The Engineer may notify Cal/OSHA if you fail to establish or maintain a safe and healthful workplace. The Engineer notifying or failing to notify Cal/OSHA does not relieve the Contractor of Contractor's responsibility to provide public and worker safety. The Engineers failure to identify an unsafe condition does not relieve the Contractor of Contractor's responsibility to provide public and worker safety.

Replace section **7-1.02L(1) General** with**:**

DISPUTE RESOLUTION PROCEDURES

Informal Dispute Resolution. Prior to proceeding with mandatory mediation the contractor shall attempt to resolve all disputes informally through the Agency's chain of command, to and including the most senior executive.

Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on

resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

Public Contract Code Section 9204 applies to a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Agency.

Upon receipt of a Claim the Agency shall conduct a reasonable review of the Claim and within 45 days, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Agency take no action on the Claim within 45 days of submission, it shall be deemed denied.

If the Contractor disputes Agency's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Agency shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Agency shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Agency's statement it shall inform Agency and they shall mutually agree to a mediator within 10 business days of the written statement.

Agency shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

Mandatory Mediation. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Agency and the claimant sharing the associated costs equally. The Agency and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Mediation shall be held before the Judicial Arbitration and Mediation Service Judicial Arbitration and Mediation Service ("JAMS") located at 2 Embarcadero Center Suite 1500, San Francisco,

CA 94111.

In the event JAMS is no longer in business and there is no comparable successor, then the parties shall agree upon another mediator. If the parties cannot agree upon another mediator, then a single neutral mediator shall be appointed pursuant to Section 1281.6 of the Code of Civil Procedure substituting the term "mediator" for "arbitrator."

If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

For claims under $375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

Failure by the Agency to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the Agency because privity of contract does not exist, the Contractor may present to the Agency a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Agency and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done

so.

Conduct of Mediation Sessions

1. Mediation hearings will be conducted in an informal manner and discovery will not be allowed.

2. The discussions, statements, or admissions will be confidential to the proceedings, subject to all applicable evidentiary and mediation privileges including but not limited to Evidence Code § 1152, et seq., and will not be used for any other purpose as it relates to the party's legal position. The parties may agree to exchange any information they deem necessary.

3. Both parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement; provided however that in the case of the Agency any recommended settlement is contingent upon the approval of Agency's Town Council or governing board. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

Any resultant agreements from mediation must be documented in writing. Mediation results and documentation, by themselves, must be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both parties. Mediators must not be subject to any subpoena or liability and their actions must not be subject to discovery.

Replace section 7-1.02L(2) Antitrust Claims with:

The following provisions of Public Contract Code Section 7103.5 shall be applicable to the Contractor and all subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.
This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

"If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery."

"Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

Add to section 7-1.03 PUBLIC CONVENIENCE:

Compliance with these special provisions does not relieve you of your responsibility for public safety.

You shall conduct operations in a manner which will result in the least possible obstruction and inconvenience to the public. You shall undertake no greater length or amount of work than you can prosecute properly with due regard to the rights of the public.

Unless otherwise provided in the Special Provisions or approved in writing by the Public Works Director, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

No work will be allowed on Saturday, Sunday, or legal Town holidays, unless shown on the plans, specified in these Special Provisions or approved by the Engineer.

The Contractor shall exercise diligence in preventing dust nuisance. When necessary or when directed by the Engineer, the Contractor shall apply water for laying dust. Water shall be applied by means of pressure-type distributors equipped with a spray system that will insure a uniform application.

Provide driveway access. You are responsible for investigating and accommodating the specific access needs of the residents whose driveways are impacted by your construction activity. Prior to closure of driveways, coordinate and notify the property owner or resident at least twice of such closure. Closure notices shall be given to the property owner/resident 48 hours and one hour prior to each closure. It is your responsibility to assess and accommodate all property owners' specific needs for driveway access. In no case shall a driveway remain closed for more than 8 hours unless otherwise authorized by the Engineer.

Pedestrian access facilities shall be provided through construction areas at all times. If your operations require closure of walkways, adequate pedestrian directional signs shall be provided and maintained. At the end of each working day or until the pedestrian walkways are permanently restored, temporary asphalt concrete (4'-0" minimum width) or trench steel plate ADA compliant walkways, free from tripping hazards, shall be provided and maintained. The temporary walkway surfacing shall be skid resistant and free from irregularities.

Provide all public notification, written and otherwise, to ensure public convenience and public safety as specified herein and in the Standard Plans and Specifications, and as directed by the Engineer.
Provide written notification to the public, local residents and businesses, local utility companies and any other persons or agencies affected by this project.

At all times other than normal working hours, all lanes shall be provided for uninterrupted traffic.

Add to section 7-1.04 PUBLIC SAFETY:

The Contractor shall prepare a Traffic Control Plan for each street and for each stage of construction and when requested by the Engineer for any specific construction activity. The Traffic Plan shall be prepared by a person who is certified by the Institute of Transportation (ITS), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control. Along with the Traffic Control Plan, submit the designer's Certification. Work shall not proceed without the Engineer's advance approval of the Traffic Control Plan for the work attempted.
Traffic lanes may be temporarily shifted only during the hours of work. All original traffic lanes must be restored at the end of each work day.

If the failure to perform or the manner of performance of the Work results in a threat to public health or safety, the Town may, after making a reasonable attempt to contact you, perform necessary emergency work and deduct the reasonable cost of it from the amount owed to you.

J. Prosecution and Progress

Reference is made to Section 8 of the Standard Specifications.

The provisions of this section not modified by the Agreement or Contract shall apply to this project.

No subcontractor will be allowed on the project who is not listed in the List of Subcontractors contained in the Proposal, unless approved in advance and in writing by the Engineer.

If any subcontractor or any person employed by the Contractor fails or refuses to carry out the directions of the Engineer or appears to the Engineer to be incompetent or acts in a disorderly or improper manner, he shall be discharged immediately on demand by the Engineer, and such person shall not again be employed on the work.

Neither the contract, nor any monies due, or to become due, under the contract, may be assigned by the Contractor without the prior consent and approval of the Town Council, nor in any event without the consent of the Contractor's surety or sureties, unless such surety or sureties have waived their right to notice or assignment.

K. Measurement and Payment

FINAL PAY QUANTITIES. --

Final Pay Items. When an item of work is designated with an asterisk (*) in the Engineer's Estimate, the estimated quantity for that item of work *shall* be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the

dimensions, except as otherwise provided for minor structures. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

Reference is made to Section 9 of the Standard Specifications and the following provisions:

1. The Town may withhold from any estimate due the Contractor, a sum sufficient to protect the Town from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of Contractor to make payments property to subcontractors, or for material or labor, (d) a reasonable doubt that the contract can be completed for the balance then unpaid, or (e) damage to another Contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment.

2. Prompt progress payment and prompt payment of withheld funds to subcontractors: A prime contractor or subcontractor shall pay a subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless, a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section.

3. Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Section 7028.15a and 7031.

   Partial payments shall cover work completed through the 25th calendar day of each month for contracts where the number of working days exceeds twenty (20). No partial payments will be made for contracts having a time limit of twenty (20) days or less, unless completion has been significantly delayed by causes which are clearly not the fault of the Contractor.

   When partial payments are to be made, the Engineer shall submit to the Contractor, on Town forms, an estimate of the total amount of work accomplished, which will show the computed amount due less a retention which shall be 5% of the value of the work accomplished, unless otherwise indicated in the Special Provisions. No partial payments will be made for materials stored on the job but not yet installed, unless otherwise provided in the Special Provisions. Upon receipt of the estimate from the Engineer, the Contractor shall submit a covering invoice to the Department of Public Works.

4. Final Payment

   Upon satisfactory completion of the work, the Engineer shall submit to the Contractor a final estimate of all work accomplished. The Contractor shall then submit his/her final invoice to the Department of Public Works, and the Engineer will then recommend acceptance of the work to the Town Council. Notice of Completion will be filed and retention of monies will be made upon acceptance of the work as required by the laws of the State of California relating to the mechanic's liens. All monies due in excess of the retention shall be paid to the Contractor upon acceptance of the work by the Town Council.

   All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

   In the absence of a formal claim filed by the Contractor, the final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor.

Final Payment and Claims-After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required, unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if he files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Town will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor. If the Contractor within said period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Town will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder.

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the

Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, the undersigned,

_____

(Name)

_____

(Title)

_____

(Company)

hereby certifies that the claim for the additional compensation and time, if any. made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

/s/ _____ Dated _____

_____

Subscribed and sworn before me this day of

Notary Public

My Commission Expires

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the Town at its discretion.

Any costs or expenses incurred by the Town in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the Town within the meaning of the California False Claims Act.

The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said Director of Public Works will review such claims and make a written recommendation thereon to the Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the Town will pay the entire sum. if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor.

5. Alternate Withholdings

The Contractor may elect to receive 100% of payments due under this contract, without retention of any portion of the payment by the County, excepting withholdings as set forth in Paragraph J. I. If the Contractor elects to receive full payments, he shall at his own expense and, at the time of contract award, deposit securities equivalent to 5% of the award amount with the County in accordance with the provisions of Section 10263 of the Public Contract Code. Such securities, if deposited by the Contractor, shall have the written consent of the Contractor's surety.

L. Indemnity and Insurance Requirements

For the purpose of this Section L, "Indemnity and Insurance Requirements", and this section only, "TOWN" shall mean the Town of San Anselmo, and the public entity awarding this contract by action of the Town Council sitting as the governing body of such public entity.

1. Indemnity

Contractor shall effectively protect and guard Town, its officers, agents, and employees, from any liability as a consequence of any willful act, negligent act or non-negligent act or omission by the Contractor, any of the Contractor's employees or agents, or any subcontractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold Town from any and all claims, suits, actions, costs, and liability ensuing in connection with the performance of the contract, or failure to protect the safety of workers or the general public, regardless of the existence of or degree of fault or negligence on the part of the Town or the Contractor, subcontractor, or any employee of any of these, other than the active negligence of the Town, its officers, or employees.

In those instances where the Town has obtained "Rights of Entry" from private property owners upon whose property it will be necessary for the Contractor to enter to perform the work to be done under the contract, Contractor shall indemnify such property owners in the same manner as the Town is indemnified.

2. Insurance Requirements

Contractor shall procure and maintain as a minimum for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 or equivalent or "claims made" form CG 00 02 or equivalent) NOTE: "claims made" coverage requires special approval and "modified occurrence" coverage is unacceptable.

ii. Insurance Service Office form number CA 0001 (Ed. 01/87 or equivalent) covering Automobile Liability, Code 1 "any auto" with endorsement CA 0029 (auto contractual).

iii. Worker's Compensation insurance as required by the State of California and Employers Liability Insurance.

b. Minimum Limits of Insurance

Contractor shall maintain limits of no less than:

i. General Liability: $3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

iii. Employers' Liability: $1,000,000 per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Town of San Anselmo. At the option of the Town of San Anselmo,

either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town of San Anselmo, its officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the Town of San Anselmo guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

i. The Town of San Anselmo, its officials, employees and volunteers are to be covered as insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

ii. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (using either the Town's prepared form or using ISO form CG 20 10 11 85 or equivalent).

iii. For any claims related to this project, the Contractor's insurance coverage shall be the primary insurance with respect to the Town of San Anselmo, its officials, employees, or volunteers. Any insurance or self-insurance maintained by the Town of San Anselmo shall be excess of the Contractor's insurance and shall not contribute with it.

iv. The workers' compensation policy shall contain a waiver of subrogation in favor of the Town.

v. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days prior written notice (10 days for non-payment of premium) by certified mail with return receipt requested given to the Town of San Anselmo.

vi. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officers, employees, agents or volunteers

e. Rights of Entry

If applicable, all private property owners granting "Rights of Entry" for construction of the work shall be covered as insured under the same coverage as provided the Town as respects their ownership of the property and the work to be done thereon.

f. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Carriers not licensed in the State of California should have a current A.M. Best's rating of no less than A:X.

g. Verification of Coverage

Contractor shall furnish the Town of San Anselmo with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town of San Anselmo or on other than the Town of San Anselmo's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Town of San Anselmo before work commences. The Town of San Anselmo reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

h. Subcontractors

Contractor shall require all its subcontractors to name Contractor, Town of San Anselmo under its policies and contractor shall require all its subcontractors to furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

M. Force Account and Equipment Rental

Attention is directed to the provisions of Section 9-1.04 of the Standard Specifications.

N. Sanitary Facilities & Storm Water Pollution Prevention

The Contractor shall provide all necessary sanitary disposal *(toilet)* accommodations for the use of all workmen on the job site and shall maintain the same in a clean and sanitary condition.

STORM WATER POLLUTION PREVENTION

The intent of these provisions is to enforce federal, state, and other local agencies regulations designed to eliminate storm water pollution. Storm drains discharge directly to creeks and the Bay without treatment. Storm water pollution due to construction operations shall be controlled by keeping pollution out of storm drain systems, reducing the exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation.

In this section, the term "storm drain system" shall refer to any storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, watercourses, creeks, lakes and the San Francisco Bay.

1. Material Storage. The Contractor shall comply with the following practices for materials storage:

   The Contractor shall propose designated areas of the project site, for approval by the Engineer, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable, are near construction entrances and at least 1 0' away from catch basins, gutters, drainage courses, and creeks.

   During wet weather or when rain is forecast within 72 hours, the Contractor shall store materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or cover them with a tarp or other waterproof material secured in a manner that would prevent any of the materials from contacting the rainwater.

   The storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuels; and all hazardous wastes such as waste oil, must meet all federal, state, and local standards and requirements.

2. Street Sweeping. At the end of each working day or as directed by the Engineer, the Contractor shall clean and sweep roadways and on-site paved areas of all materials attributed to or invoiced in the work. The Contractor shall not use water to flush down streets in place of street sweeping.

3. Hazardous/Waste Management. The storage and disposal of all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; shall comply with all federal, state, and local standards and requirements. When rain is forecast within 72 hours or during wet weather, the Engineer may prevent the Contractor from applying chemicals in the outside areas.

4. Spill Prevention and Control. The Contractor shall take any and all precautions to prevent accidental spills during the work under this contract. The Contractor shall keep a stockpile of spill cleanup materials such as rags or absorbents, readily accessible on-site. In the event of a spill, the Contractor shall immediately contain and prevent leaks and spills from entering the storm drain system, and properly clean up and dispose of the waste and clean up materials. If the waste is hazardous, the Contractor shall comply with all federal, state and local hazardous waste requirements.

   The Contractor shall not wash any spilled material into the streets, gutters, storm drains, or creeks.

5. De-watering Operations. All groundwater removed from the trench must be de-silted prior to discharging it into the storm drain system through filtering materials methods meeting the Association of Bay Area Governments (ABAG) Standards For Erosion & Sediment Control Measures and/or through methods and procedures described in the California Storm Water Best Management Practice Handbook - Construction Activity (latest edition).

   The Contractor shall reuse the water for other needs, such as dust control and irrigation, to the maximum extent practicable. The rinse water shall be permitted to infiltrate in dirt area or shall be discharged to the sanitary sewer.

6. Pavement Saw-cutting Operations. The Contractor shall prevent any saw-cutting debris from entering the storm drain system. The Contractor, preferably, shall use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall vacuum slurry as cutting proceeds or collect all waste water by constructing a sandbag sediment barrier. The bermed area shall be of adequate size to collect all waste water and solids. The Contractor shall allow collected water to evaporate if the waste water volume is minimal and if maintaining the ponding area does not interfere with public use of the street area or create a safety hazard. If approved by the Engineer, the Contractor may direct or pump saw-cutting waste water to a dirt area and allow to infiltrate. The dirt area shall be adequate to contain all the waste water. After waste water has infiltrated, all remaining saw-cutting residue must be removed and disposed of properly. With the approval of the Engineer, de-silted water may be pumped to the sanitary sewer to assist in the evaporation or infiltration process. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly. If a suitable dirt area is not available or discharge to the sanitary sewer is not feasible, with the approval of the Engineer, the Contractor shall filter the saw-cutting waste water through filtering materials and methods meeting ABAG Standards for Erosion and Sedimentation Control Measures (latest edition) before discharging to the storm drain.

7. Pavement Operations. The Contractor shall prevent the discharge of pollutants from paving operations by using measures to prevent run-on and runoff pollution, properly disposing of wastes, and by implementing the following practices:

   No paving during wet weather.

   Proper Material Storage (refer to previous section one).

   Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, or fog seal.

   Place drip pans or absorbent materials under paving *equipment* when not *in* use. During wet weather, store contaminated paving equipment indoors or cover with tarp or other waterproof covering.

   If paving involves Portland cement concrete, refer to (next section).

8. Concrete Operations.

   The Contractor shall prevent the discharge of pollutants from concrete operations by properly disposing of waste, and by implementing the following practices:

   Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.

   Avoid mixing excess amounts of Portland cement material.

   Do not wash out concrete trucks into storm drains, open ditches, streets, streams, etc. Whenever possible, perform washout of concrete trucks off site where discharge is controlled and not permitted to discharge into the storm drain system. For on site washout, locate washout area at least 50 feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Control runoff from the area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.

   Wash out concrete wastes into the temporary *pit* where the concrete can set, be broken up and then disposed of properly. If the volume of water is greater than what will allow concrete to set, allow the water to infiltrate and/or evaporate, if possible. Otherwise, allow water to settle, filter it and then pump to the sanitary sewer with approval of the Engineer. Remove or vacuum the remaining silt and debris from the pond or bermed are and dispose of it properly.

   Dispose of water from washing of exposed aggregate to dirt area. The dirt area shall be adequate to contain all the waste water and once the waste water has infiltrated, any remaining residue must be removed. If a suitable dirt area is not available, then the Contractor shall filter the wash water through straw bales or other filtering materials meeting ABAG Standards for Erosion and Sediment Control Measures before discharging to the sanitary sewer with approval from the Engineer.

   Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in trash containers.

9. Grading and Excavation Operations. The Contractor shall implement sedimentation and erosion control measures to prevent sediments or excavated material from entering the storm drain system.

The erosion and sedimentation control materials and methods shall be in accordance with ABAG Standards for Erosion and Sediment Control Measures and/or the procedures and methods described in the California Storm Water Best Management Practice Handbook - Construction Activity (latest edition).

10. Vehicle/Equipment Cleaning. The Contractor shall not perform vehicle or equipment cleaning on site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods. The Contractor shall perform vehicle or equipment cleaning, with water only, in a designated, bermed area that will not allow rinse water to run off-site or into the storm drain system.

    The Contractor shall dispose of wash water from the cleaning of water base paint equipment and tools to the sanitary sewer.

    If using oil based paint, to the maximum extent practicable, the Contractor shall filter the paint thinner and solvents for reuse and dispose of the waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste.

11. Vehicle/Equipment Maintenance and Fueling. The Contractor shall perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip pan that will not allow run-on of storm water or runoff of spills. The Contractor shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured. The Contractor shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste.

    The Contractor shall inspect vehicles and equipment arriving on-site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made. The Contractor shall recycle waste oil and antifreeze, to the maximum extent practicable. The Contractor shall comply with Federal, State and other local agencies for aboveground storage tanks.

12. Contractor Training and Awareness. The contractor shall train employees/subcontractors on the water pollution prevention requirements contained in these provisions. The Contractor shall inform all subcontractors of the water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

The Contractor shall paint new catch basins, constructed as part of the project, with "No Dumping Drains To The Bay".

The Contractor shall conform to the requirements of Chapter 9.30 of the Municipal Code which regulates urban run-off pollution.

Full compensation for conforming to the provisions herein specified shall be considered as included in the prices paid for the contract items or work involved in compliance with said provisions and no additional compensation will be allowed therefore unless specified as part of a contract item for implementation of a Storm Water Pollution Prevention Plan (SWPPP).

O. Final Cleanup

Final cleanup shall conform to the requirements of Section 4-1.13 of the Standard Specifications and full compensation therefor will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

P. Final Inspection

When the work covered by the project is substantially completed the Contractor shall notify the Engineer, in writing, that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall be given at least five (5) days prior to the stated date for final inspection. If the Engineer determines that the status of the work is as represented he will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

Completion of the punch list items shall take place within the limits of the construction time period as allowed by the contract.

If the contractor receives the final punch list after the final project working day allowed by the contract, the Contractor shall complete the final punch list items within five (5) working days from receipt: If the Contractor receives the final punch list while working days are available, then the Contractor will have up to five (5) working days past the final project working day to complete the punch list items. If the final punch list items are not completed within the five (5) workings days, liquidated damages in the amount of $200 per day shall be, assessed to the Contractor.

Q. Authority of Engineer and Conduct of Work

Attention is directed to the provisions in Section 5, "Control of Work," of the Standard Specifications and these Special Provisions.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications and the general provisions, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the contract, so far as may be consistent with the original specifications; and in the event of any doubt of questions arising regarding the true meaning of the specifications, reference shall be made to the Engineer, whose decision shall be final.

R. Lines and Grades

This work shall consist of furnishing and setting construction stakes and marks by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these Special Provisions.

Except as provided herein for establishment of horizontal and vertical control and right-of-way staking by the Engineer, all other specifications, including the requirements in Section 5-1.07, "Lines and Grades," of the Standard Specification, which require the establishment of lines and grades by the Engineer shall not apply to this contract.

The Contractor shall submit proposed procedures, methods, equipment, and typical stakes markings to be used, in writing to the Engineer, before setting any stakes or marks.

Construction staking shall be performed as necessary to control the work. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the complete work conforms to the lines, grades, and sections shown on the plans. The Engineer will establish and furnish survey data to the Contractor for the construction control survey. Horizontal control will mean nails and shiners with stationing as shown on the plan and vertical control will mean Town benchmarks.

In the event the Contractor's operations destroy any of the Engineer's survey control points, the Contractor shall either replace such control points at his expense, subject to verification by the Engineer, or request the Engineer to replace the destroyed control points. If requested to replace the control points, the Engineer will do so within 10 working days. The cost of any such verification or replacement of the Engineer's control surveys will be deducted from any moneys due or to become due the Contractor. The Contractor will not be allowed any adjustment in contract time for such verification or replacement of survey control points by the Engineer.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish this work shall be neat, legible and accurate. Copies of such computations, notes, and other records shall be furnished to the Engineer prior to beginning work that requires their use.

Full compensation for construction staking shall be considered as included in the contract prices paid for the various bid items of work, and no separate payment will be made.

S. Overtime and Weekend Work

Inspection personnel will be available as required during normal working hours from 8:00 a.m. to 5:00 p.m. on Monday thru Friday. In the event that the Contractor wishes to schedule overtime work after 5:00 p.m. or before 8:00 a.m. on Monday thru Friday, or at any time on Saturdays, Sundays or holidays, he/she shall make arrangements with the Engineer at least forty-eight (48) hours in advance of such overtime work. In the event that the Engineer is unable to schedule the necessary personnel the Contractor's request may be denied and no work shall be performed outside of normal working hours unless the work is of an emergency nature.

T. Protection of Underground Facilities

Contractor shall protect in place existing utility facilities, unless noted on plans.

U. Sound Control Requirements

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the Contractor's operations, between the hours of 9:00 P.M. and 6:00 A.M., shall not exceed 86 decibels at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

V. Construction Materials and Testing

Attention is directed to Section 6 of the Standard Specifications. The Contractor shall furnish all materials required for this project.

All materials incorporated in the project shall meet the requirements of the tests specified in the Standard Specifications and other minimum requirements specified therein or in these specifications.

The Contractor, shall at no additional expense to the Town, furnish certificates of inspection or laboratory reports from a reputable testing or inspection agency as to compliance with the specifications and the composition, durability and performance of the following material:

Asphalt Concrete

Test reports on any material must be submitted and approved by the Engineer before incorporating that material in the work. All materials shall be adequately identified by tags or by other means as that material which has been tested and approved. Lack of proper identification shall be considered adequate cause of rejection of any material which cannot be properly inspected on the job.

The Town reserves the right to make such additional inspection or test as it may require prior to acceptance of any material and also reserves the right to reject any material previously approved because of serious defects or damage discovered subsequent to such approval. Any materials rejected by the Town shall immediately be removed from the job site, and no payment will be allowed.

W. Archaeological Discoveries

All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find will be decided under the direction of the Engineer.

X. Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Y. NOT USED

Z. PAYMENTS

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

SPECIAL PROVISIONS
PART TWO
TECHNICAL PROVISIONS AND ADDITIONAL PROVISIONS

CONSTRUCTION DETAILS

OTHER PROVISIONS

MARIN COUNTY UNIFORM CONSTRUCTION STANDARDS (UCS):

CALTRANS STANDARD PLANS:

SPECIAL PROVISIONS

SECTION 100 - MEASUREMENT AND PAYMENT

100-1 GENERAL

The bid items listed in the Bid Schedule of the proposal are not intended to be exclusive and comprehensive descriptions of all the work categories and scope necessary to complete the project. As such, the Contractor shall determine, segregate and include in his pricing for each bid item the cost for furnishing and installing all labor, materials, tools, equipment and other incidentals necessary to complete all of the contract work involved in the project, as described by the Contract Documents, complete in place.

Unless otherwise noted, estimated quantities on the bid schedule are believed to be accurate; however, the Contractor should self-verify the quantities as it relates to ordering sufficient material and scheduling work. Actual field measured quantities, complete in place, not the quantities listed in the bid schedule, will govern final payment.

100-2 BASE BID CONTRACT PAY ITEMS

Payment for all work performed under this contract shall be as defined in Section 100 of these Technical Specifications. The Engineer will pay for items of work completed by the Contractor including:

Bid Item No. 1: "Mobilization" shall be measured and paid by lump sum. The contract unit price paid for this item shall include full compensation for all labor, materials, tools,

equipment, and incidentals required to mobilize labor, materials, and equipment as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer and no additional payment will be made therefor. The Contract lump sum price for Mobilization should not exceed five percent (5%) of the total base bid contract price. See Mobilization (Section 200-1).

Bid Item No. 2: "Construction Area Signs and Traffic Control" shall be measured and paid by lump sum and paid on a percentage of completion of other items of work. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to prepare traffic control plans, manage traffic, provide temporary pedestrian access, as specified in these Technical Specifications, and as directed by the Engineer and no additional payment will be made therefor. See Traffic Control (Section 200-2).

Bid Item No. 3: "Water Pollution Control Plan" shall be measured and paid by lump sum and paid on a percentage of completion of other items of work. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to develop, prepare, obtain approval of, revise and amend the Water Pollution Control Program, and for doing all work involved in installing, constructing, removing, and disposing of water pollution control practices as shown on the WPCP and Plans, as specified in these Technical Specifications, and as directed by the Engineer and no additional payment will be made therefor. See Water Pollution Control Plan (Section 200-3).

Bid Item No. 4: "Minor Concrete – Minor Structures" shall be measured and paid by the square foot as determined from field measurement, which shall include full compensation for placing PCC sidewalk complete and in place, and shall include, but is not limited to, excavation for placement of aggregate base, subgrade preparation; furnish and place 4" thick aggregate base; furnish and place concrete; weakened plane, construction joints and scoring, protection from vandalism, capping encountered irrigation lines at work limit, and all other work required to complete work in place. See Minor Concrete Sidewalk (Section 200-5).

Bid Item No. 5: "Roadside Sign" shall be measured and paid by each as determined from field measurement. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to install new traffic signs, including but not limited to, provision of new sign panels and mounting hardware, as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer

and no additional payment will be made therefor. See Roadside Signs (Section 200-6).

Bid Item No. 6: "Traffic Signal and Lighting System" shall be paid on a lump sum basis. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to install the traffic signal system, complete and functioning in place, including but not limited to procuring and installing a new traffic signal controller; installing conduits and conductors to new traffic pole; installing traffic signal poles and foundations; traffic and pedestrian signal heads; Accessible Pedestrian Signals; and pull boxes; programming and testing the signal controller; and providing as-built plans; as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer. Full compensation for all additional materials and labor, not shown on the plans or specified, which are necessary to complete the installation of the various items, shall be considered as included in the prices paid for the items, or units thereof, and no additional compensation will be allowed therefor. See Traffic Signal and Lighting System (Section 200-7).

SECTION 200 - TECHNICAL SPECIFICATIONS

200-1 MOBILIZATION

Mobilization shall conform to the provisions in Section 9.16D, "Mobilization," of the State Standard Specifications and these Technical Specifications.

In general, mobilization shall consist of the work associated with obtaining permits, insurance, and bonds, and the moving onto the site of materials, supplies, restroom facilities, and equipment as required for the proper performance and completion of the work. This also includes the Contractor's demobilization from the site including removal of materials and equipment.

200-1.1 Laydown Area

The Contractor shall not maintain staging, equipment parking, or materials within the project limits. The Contractor shall obtain a site for use as a Construction Staging Area near the project. This area should be of sufficient size to store the contractor's equipment, materials and other items necessary for completing the project. The City has made no provision for a Construction Staging Area.

Sanitary restroom facilities shall be provided and maintained by the Contractor. The Contractor's proposed locations for restroom facilities shall be reviewed with the Engineer/Inspector prior to delivery of the restroom facility

The cost to comply with the provisions of this section shall be included in the various item of work and no additional compensation will be offered therefor.

200-1.2 Contact Information

The Contractor shall assign a Project Superintendent who has the complete authority to make decisions on behalf of the Contractor. The Project Superintendent shall be on the job at all times during the construction and shall be available and on call 24 hours a day for the duration of the project. The Contractor shall provide the Engineer and to the Central Marin Police Authority a 24-hour contact number for the Project Superintendent. This number shall not direct calls to a recorder or other message taking service.

The cost to comply with the provisions of this section shall be included in the various item of work and no additional compensation will be offered therefor.

200-1.3 Public Notices

Fourteen (14) calendar days prior to beginning any work on the project, the Contractor shall deliver written notice to adjoining residents and other applicable parties. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the

name, address, and contact number of the Contractor's Project Superintendent and of the City's Project Engineer.

A follow up notice shall be distributed two (2) calendar days prior to the start of construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution dates.

The Contractor shall also contact and coordinate the work with the following parties. Ten days notification shall be given to these parties prior to beginning any work:

1) Central Marin Police Authority (415) 927-5150
2) Ross Valley Fire Service (415) 258-4686

The cost to comply with the provisions of this section shall be included in the other applicable items of work and no additional compensation will be offered therefor.

200-1.4 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

200-2 CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL

The Contractor shall comply with the provisions of Section 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control" of the Revised State Standard Specifications, and the following:

The Contractor shall not implement a traffic control system until completing public noticing, obtaining an encroachment permit from the Town of Anselmo and obtaining approved of the traffic control plans from the Engineer. For the purpose of this section, traffic pertains to truck and motor vehicles, pedestrians, bicyclists, and public transit operations.

200-2.1 Traffic Control Plan Submittal

The Contractor shall submit a detailed plan describing how you propose to manage traffic while performing the work. This Plan shall be coordinated and approved by the Town of Anselmo

The Plan shall detail:

1) Your sequence and type of work to be performed and duration.
2) Your proposed traffic handling through the work zone
3) Accessible pedestrian routing plan through the work zone
4) Your proposed plan to allow access to residents and tenants within the work zone

The traffic control plans shall not be general, but specific to the project and of sufficient detail for the Engineer to understand your method of traffic and pedestrian management. Your plans shall be consistent with the latest California edition of the Manual of Uniform Traffic Control Devices.

The Engineer will not issue the Notice to Proceed until the Traffic Control and Pedestrian Access Plan is approved.

200-2.2 Traffic Control System

The Contractor shall implement the traffic control system as approved by the Engineer. If warranted by field conditions, the Contractor shall adjust the system as directed by the Engineer. The Contractor shall provide and implement all traffic handling devices and equipment as required.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

At the end of each workday, the Contractor shall open all streets for access and remove traffic control devices except for those providing advanced warning near work zones. Traffic control devices shall not be stored within public streets.

The Contractor shall allow traffic flow in two directions at all times providing two travel lanes of at least 10 feet each. When this is not possible, the Contractor shall provide flaggers to control traffic. The cost for flaggers is the Contractor's responsibility.

All excavations shall be backfilled or covered with steel trench plates suitable for traffic loading, at the end of each day's work. Trench plates shall be securely anchored in place and have temporary asphalt ramps all around. No open excavation of any depth will be permitted to remain overnight.

200-2.3 Temporary Pedestrian Access

All weather and accessible access for pedestrians shall be provided at all times in and through the construction area. Pedestrians shall be routed to temporary crossing points if needed and as approved by the Engineer.

200-2.4 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

200-3 WATER POLLUTION CONTROL PLAN

The Contractor shall prepare a Water Pollution Control Plan (WPCP) that pertains to the project in accordance with Section 13-2 of the Revised State Standard Specifications for review and approval by the Engineer. The Contractor shall be responsible for installing and maintaining storm water control devices noted in the WPCP for the project's duration in accordance with Section 13 of the Standard Specifications. The Contractor shall modify the installed pollution control devices as directed by the Engineer. When the project is complete, the Contractor shall remove and legally dispose all water pollution control devices.

The Contractor shall prepare and submit three (3) copies of the WPCP to the Engineer at or before the pre-construction meeting. The Engineer will have 3 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 2 days of receipt of the Engineer's comments. The Engineer will have 2 days to review the revisions. Upon the Engineer's approval of the WPCP, three (3) additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed. Engineer shall not issue Notice To Proceed until WPCP is approved.

Unless otherwise directed by the Engineer or specified in these Technical Specifications, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 13-2.03, "Construction," of the State Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures shall be as described in the approved WPCP.

When no longer required for the purpose, as determined by the Engineer, temporary drainage inlet protection facilities and other features shall be removed. Removed facilities shall become the property of the Contractor and shall be disposed of outside the highway right of way and as specified in these Technical Specifications.

200-3.1 Construction Best Management Practices (BMPs)

Construction projects are required to implement construction BMPs as indicated in the Plans.

The cost to comply with the provisions of this section shall be included in the other applicable items of work and no additional compensation will be offered therefor.

200-3.2 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

200-4 EXISTING FACILITIES

The contractor's attention is directed to Section 15 of the Revised State Standard Specifications.

Items to be removed shall be removed and legally disposed of and shall conform to these Technical Specifications.

200-4.1 Soil and Asphalt Concrete Removal

Contractor shall remove soil, curb and gutter, sidewalk and asphalt concrete to install traffic signal poles and conduits as shown in the Plan and as directed by the Engineer.

The Contractor shall mark the demolition limits for review by the Engineer prior to removal. The Contractor shall provide the Engineer 48 hours of notice prior to commencing saw cutting. Limits of demolition shall be at existing joints. Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut on a neat line with a power-driven saw before the concrete is removed.

The Contractor shall saw cut at the limits of demolition as described in these Technical Specifications. The limit of demolition may include the adjacent asphalt, which shall be removed to facilitate the installation of concrete. The Contractor shall determine the limit of asphalt removal.

The Contractor shall remove and dispose of all concrete and asphalt as described in the Technical Specifications. The Engineer has no record as to the thickness of the existing concrete. The Contractor shall use care to protect adjacent facilities during concrete removal.

The cost to comply with the provisions of this section shall be included in the applicable other items of work and no additional compensation will be offered therefor.

200-4.2 Preserving Existing Survey Control Points

As required by the State of California, the Contractor shall preserve all existing benchmarks, survey control points, reference points, and other permanent points within the project limits hereinafter referred to as Points. Points may not be shown in the Plans. If the Contractor believes there is a Point that may be disrupted, they shall contact the Engineer immediately.

Any of the Points that are damaged shall be replaced by the Contractor at no cost to the Engineer and the City. This will require referencing of the Point, staking the Point, installing

the Point, and filing a record of survey with County of Marin. Where required, this work shall be completed by a State of California licensed Land Surveyor.

200-4.3 Measurement and Payment

The cost to comply with the provisions of this section shall be included in the other applicable items of work and no additional compensation will be offered therefor.

200-5 MINOR CONCRETE – MINOR STRUCTURES

The Contractor shall pave new concrete sidewalk and adjust pull boxes to new final grade in the locations as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer. All work in this section shall be done in accordance with Section 73, “Concrete Curbs and Sidewalks” of the Revised State Standard Specifications, except as modified in these Technical Specifications. All concrete work shall be completed to the satisfaction of the Engineer.

200-5.1 Submittals and Materials

Prior to commencing work, the Contractor shall submit source and mix design for concrete conforming to the requirements of Section 73-1.02 of the SSS. Cementitious Materials shall comply with Caltrans Standard 90-1.102B and may include approved supplementary cementitious material or blended cement. Sidewalk concrete shall have the equivalent of 2 pounds of Davis Black No. 8084 added.

200-5.1 Execution, Subgrade and Base Preparation

After removal of the existing soil, the Contractor shall excavate and place and compact class 2 aggregate base conforming to Section 26 of the State Standard Specifications to 95% relative compaction conforming to ASTM D1557.

200-5.2 Execution, Concrete Placement

The Contractor shall receive approval from the Engineer prior to placing concrete. The concrete shall be cured by the curing compound method. The curing compound shall be curing compound (6) as specified in SSS Section 90-1.03B(3), "Curing Compound Method”. The curing compound shall be applied in such a manner that will provide a complete coating of all exposed faces of the concrete surface.

The Contractor shall grade the adjacent areas to conform to the existing conditions.

200-5.3 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

200-6 ROADSIDE SIGNS

Roadside signs shall be furnished and installed on new foundations at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in the Standard Plans and Specifications and these special provisions.

200-6.1 Submittals

Not used.

200-6.2 Materials

Sign panels must be fabricated from aluminum sheeting of an alloy and temper complying with ASTM B209 per Section 82-2.02B of the State Standard Specifications. Retroreflective sheeting used for the background and legend must comply with ASTM D4956 and must be on the Authorized Material List for signing and delineation materials.

200-6.3 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

200-7 TRAFFIC SIGNAL AND LIGHTING SYSTEM

The contractor shall install traffic signal equipment in accordance with Section 56 “Overhead Sign Structures, Standards and Poles”, Section 86 “Electrical Work” and Section 87 “Electrical Systems” of the State Specifications, Caltrans 2018 Revised Standard Plans, the California MUTCD 2014 (Revision 5), Caltrans Transportation Electrical Equipment Specifications (TEES) and these special provisions.

200-7.1 Submittals

Contractor shall submit certificates from the materials suppliers stating compliance of the materials with the requirements of this section within 10 working days of Contract approval.

Submit the list before shipping equipment and materials to the job site. The list must include:

1 .Manufacturer's name
2. Make and model number
3 .Month and year of manufacture
4. Lot and serial numbers
5. Contract number
6. Your contact information

Submit confirmation of the vendor's acceptance of the order for the electrical equipment and materials as an informational submittal.

Submit a manufacturer's maintenance manual or combined maintenance and operation manual as an informational submittal. The manual must have a master item index that includes:

1. Specifications
2. Design characteristics
3. General operation theory
4. Function of all controls
5. Troubleshooting procedure
6. Parts list, descriptions, stock numbers, and settings
7. Block circuit diagram
8. Layout of components
9. Schematic diagrams

Submit the manufacturer’s QC test data for the following items as an informational

submittal consistent with the State Specifications Section 86-1.1C(2-10):

1. Pull boxes
2. Signal Heads
3. LED Signal Modules
4. Visors
5. LED Countdown Pedestrian Signal Face Modules
6. Accessible Pedestrian Signals

Testing of traffic signal equipment, including controller units and auxiliary equipment will be performed by the Town's traffic signal maintenance contractor, DC Electric Group at its Corporation Yard, 8023 Gravenstein Highway, Cotati. CA 94931. Prior arrangements for delivery shall be made by calling 707/992-0141. The Contractor shall deliver the equipment to be tested to said Corporation Yard at their expense. In the event that the traffic signal equipment submitted for testing does not comply with the specifications. Contractor shall remove said equipment for repair or replacement within five working days after notification that the equipment is rejected. In the event the equipment is not removed within five days, it may be shipped to Contractor at their expense. When notified by the Engineer, Contractor Shall pick up the controller and haul same to the site of work at their expense.

200-7.2 Materials

Traffic signal materials must comply with section 86-1.02 of the latest State Specifications and Revisions and Caltrans “Transportation Electrical Equipment Specifications” (TEES) 2020.

Conduit

Conduit and fittings shall conform with Section 86-1.02B of the State Specifications.

Conduit installed underground between pull boxes shall be State Standard Type 3: Type A extruded, rigid PVC.

Conduit used for horizontal directional drilling must be high density polyethylene Type IPS, SDR 9 and comply with ASTM F2160.

Pull Boxes

Pull boxes shall conform with Section 86-1.02C of the Revised State Specifications. All pull box covers shall be marked "TRAFFIC SIGNAL".

Pull boxes shall be made of polymer concrete. Pull boxes shall be the non-traffic type and non-tamper resistant type.

Pull boxes listed in the plans include No. 5 as noted in the plans. Pull box sizes shall match nominal sizes listed on State Revised Standard Plans ES-8A.

Pull Tape

Pull tape shall conform with Section 86-1.02D of the Revised State Specifications.

Pull tape must be a flat, woven, lubricated, soft-fiber, polyester tape with a minimum tensile strength of 1,800 lb. The tape must have sequential measurement markings every 3 feet.

Conductors and Wiring

Conductors and wiring shall conform with Section 86-1.02F of the State Specifications.

Signal conductors shall be copper. Conductor identification for the various signal phases shall match Section 86-1.0f(2)(a) of the latest State Specifications.

The contractor, at their option, may use conductor signal cables for this work. Conductor signal cables shall conform with Section 86-1.02(f)(3)(d).

Splicing Materials

Splicing materials shall conform with Section 86-1.02H of the State Specifications.

Connectors and Terminals

Connectors and terminals shall conform with Section 86-1.02I of the State Specifications.

Connectors shall be copper.

Standards, Steel Pedestals and Posts

Standards for signals, lighting, and posts for pedestrian push button assemblies must comply with Section 56-3 of the State Specifications.

Fused Splice Connectors and Grounding Electrodes

Fused splice connectors and grounding electrodes shall conform with Section 86-1.02N and Section 86-1.02O, respectively, of the State Specifications.

Signal Controller

The controller assembly shall conform to Sections 86-1.02Q and 87-1.03Q "Cabinets" and the Caltrans "Transportation Electrical Equipment Specifications" (TEES) 2020.

Traffic signal controller shall be a Model 2070E. The contractor may propose a substitute Model 2070M depending on product availability.

The signal controller shall be equipped with McCain 2033 Intersection Control Software and communication modem (as needed module 6A or 6B).

The conflict monitor shall be 2018ECL type compatible with 2070E controller assemblies and 2033 software.

All necessary auxiliary equipment shall be supplied with the controller assembly to control the system as shown on the plans, and as specified in the state specifications and these special provisions.

Vehicle Signal Heads, Backplates. and Signal Framework

Vehicle signals consist of a signal mounting assembly, backplate and signal face. Vehicle signals shall conform with Section 86-1.02R of the State Specifications.

Vehicle signals shall be listed on the latest State Authorized Material List for LED Traffic Signal Modules (effective 11/19/2018). Products whose authorization has expired will be allowed. Known manufacturers on the State Authorized Material List are Dialight, Duralight, EOI, GE, Leoteck, SoBright and SolarMax.

Signal section housings shall be metal. Signal backplates shall be metal.

All vehicle signal heads shall be 12" (300mm) without Programmed Visibility.

All signal mounting assemblies shall conform to State Standard Specifications and Revised Standard Specifications.

Signal framework shall be made of steel and powder coated black. Signal framework shall include terminal compartments. Orientation of the framework shall be as indicated in the plans and confirmed by the Contractor prior to ordering from the manufacturer.

Pedestrian Signal Heads

Pedestrian signals consist of a signal mounting assembly and signal face. Vehicle signals shall conform with Section 86-1.02S of the State Specifications.

Vehicle signals shall be listed on the latest State Authorized Material List for LED Traffic Signal Modules (effective 11/19/2018). Products whose authorization has expired will be allowed. Known manufacturers on the State Authorized Material List are Dialight, Duralight, EOI, GE, Leoteck, SoBright and SolarMax.

LED pedestrian signal unit shall be countdown type.

The pedestrian signal face shall have an aluminum honeycomb screen.

Accessible Pedestrian Signals

Accessible Pedestrian Signals (APS) shall conform to Section 86-1.02T of the State Specifications and the latest Caltrans Authorized Material List for Accessible Pedestrian signals. Known manufacturers on the Authorized Materials list are Campbell, Pelco and Polara.

APS shall be configured as three-wire systems that include an APS control unit housed inside the same-phase pedestrian signal head.

Push button assemblies shall be made of die-cast aluminum.

Retroreflective Tape

Backplate tape shall be 3M Prismatic, Series 3930 or 3990, Yellow, 2-inch width or approved equal. New backplates may come preinstalled reflective border or the contractor may apply reflective tape to new and existing backplates.

200-7.3 Cost Breakdown / Schedule of Values

The Contractor shall furnish to the Engineer a Schedule of Values for the Traffic Signal and Lighting System contract lump sum item of work described in this Section. Quantities required to complete the work shown on the plans are provided to the Contractor. The Contractor shall verify and is responsible for the accuracy of the quantities and values used in the schedule of values submitted for approval. The Schedule of Values shall be submitted within 5 working days following issuance of the Notice to Proceed (NTP), and at least 15 working days prior to the proposed start of on-site work, for review and approval by the Engineer.

No adjustment in compensation will be made in the contract lump sum prices paid for the various Traffic Signal and Lighting System work due to any differences between the quantities shown in the schedule of values furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

The sum of the amounts for the units of work listed in the schedule of values for the electrical, shall be equal to the contract lump sum price bid for the work. Overhead, profit, bond premium, temporary construction facilities, plant and other items shall be included in each individual unit listed in the schedule of values; however, costs for traffic control system shall not be included.

The schedule of values shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made. At the Engineer's discretion, the approved schedule of values may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the item or items of electrical work due to changes ordered by the Engineer. When an ordered

change increases or decreases the quantities of an approved schedule of values, the adjustment in compensation may be determined at the Engineer's discretion in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 4 1.03B, "Increased or Decreased Quantities," of the State Specifications.

The schedule of values shall, as a minimum, include the items listed in the table below:

#	Description	Qty	Unit	Unit Price
1	Demolition	1	LS	
2	Pull Box No. 5	1	EA	
3	Type 1-B Pole and Foundation	1	EA	
4	Signal Head 3-Section 12" Balls	8	EA	
5	Signal Head 4-Section 12" Balls with Green Left Turn Arrow	2	EA	
6	Signal Mounts			
7	SV-1-T	2	EA	
8	TV-1-T, 4S12"	1	EA	
9	TV-2-T	1	EA	
10	TV-2-T, 4S12"	1	EA	
11	TV-3-T, Custom	1	EA	
12	SP-1-T	6	EA	
13	SP-2-T	1	EA	
14	Pedestrian Signal Coundown (Total)	8	EA	
15	Econolite 2070E Controller & Programming	1	EA	
16	1030 Type Conflict Monitor	1	EA	
17	APS	8	EA	
18	Conduit & Conductors	1	LS	
Total				

200-7.4 Execution

General

Contractor shall provide five (5) working days advance notice to the Engineer prior to beginning work on the existing traffic signal controller. Engineer will coordinate signal work with the Town of San Anselmo Public Works department to maintain the existing signals.

Construction methods shall conform with Section 87-1.03A of the State Specifications, as amended below:

The Engineer determines the final locations of electrical systems.

Verify the locations of electrical systems and the depths of existing detectors, conduits, and pull boxes. Verify the location of proposed signal pole foundations by potholing.

Notify the Engineer before performing work on the existing system.

Contractor may shut down the system for alteration or removal with prior notice to the Engineer for a previously agreed-upon day, time and duration.

Where an existing underground facility is shown within 10 feet of any excavation, locate and field mark the facility before performing work that could damage or interfere with the existing facility.

If an existing facility is within 2 feet of an excavation, determine the exact location of the facility by excavating with hand tools before using any power-operated or power-driven excavating or boring equipment. A vacuum excavator may be used if authorized.

Notify the Engineer immediately if an existing facility is damaged by your activities.

Limit the shutdown of traffic signal systems to normal working hours. Notify the Engineer and the Central Marin Police Authority before shutting down the signal.

If you work on an existing lighting system and the roadway is to remain open to traffic, ensure the system is in operation by nightfall.

Do not use electrical power from existing highway facilities unless authorized.

Maintain a minimum 48-inch clearance for a pedestrian pathway when placing equipment.

Do not work above ground until all materials are on hand to complete the electrical work at each location.

Bond all metal components to form a continuous grounded system as specified in National Electrical Code (NEC).

Ground metallic equipment mounted less than 8 feet above the ground surface on a wood pole.

If you damage any portion of a concrete curb, sidewalk, curb ramp, driveway, or gutter depression, replace the entire section between contraction or expansion joints under section 73.

Perform an operational test of the systems.

Before starting the operational test for systems that impact traffic, the system must be ready for operation, and all signs, pavement delineation, and pavement markings must be in place at that location.

Conduit

Conduit installation shall conform with Section 87-1.03B of the State Specifications.
Excavating and backfilling for electrical systems shall conform with Section 87-1.3E of the State Specifications.
If existing underground conduit is to be incorporated into a new system, clean it with a mandrel or cylindrical wire brush and blow it clean with compressed air.
Trench backfill and resurfacing shall be per Marin UCS 330-350.
Conduit shall extend 1.5 inches above the bottom of pull boxes.
Conduit shall be placed by the Trenching-In-Pavement method at locations where conduit is required to be installed under pavement and existing underground facilities requiring special precautions, consistent with Section 87-1.03B(6) of the State Specifications.
Conduit runs shown on the plans to be located behind curbs may be installed in the street within three (3) feet of the face of curb by the “Trenching in Pavement Method” described in Section 86-2.05C “Installation: of the State Specifications.
After conductors have been installed, the ends of conduits terminating in pull boxes and service and controller cabinets shall be sealed with an approved type of sealing compound.
Pull Boxes
Pull box installation shall conform with Section 87-1.03C(1) of the State Specifications.
Install a pull box on a bed of crushed rock.
Pull boxes shall not be located within sidewalk access ramp areas.
Where new conduit is to be installed into an existing pull box, the Contractor shall remove and dispose of the existing pull box and shall furnish a new pull box of equal or greater size. Existing pull boxes to be removed will be backfilled with the same kind of material as found on the Work or with materials of equal or better quality. Whenever a part of a square or slab of existing sidewalk, curb and gutter, or driveway is broken or damaged, the entire square, section or slab shall be removed and the concrete reconstructed. Payment for backfilling, compaction and sidewalk repair shall be included in the unit cost breakdown for removal of each item.
Pull Tape
Pull tape shall be installed in new conduits between pull boxes.
Conductors and Wiring
Installation for conductors and wiring shall conform to Section 87-1.03F of the State Specifications.
Splices for conductors of the type not specified above shall be insulated by "Method B" or by heat shrink tubing conforming to the requirements of Section 87-1.03H(2) “Splice Insulation," of the State Specifications.
Field conductors terminating on terminal strips in traffic signal controller assemblies shall be provided with non-insulated spade lugs of a type approved by the Engineer. Spade lugs

shall be soldered by the hot iron or pouring method after crimping the lug to the conductor by use of an approved crimping tool. Open flame soldering will not be permitted.
All splices shall be made by using "C" shaped compression connectors crimped and soldered by the hot-iron method. Open flame soldering will not be permitted.

Foundations

Reinforced cast-in-drilled-hole concrete pile foundations for traffic signal and lighting standards shall conform to the provisions in Section 49 “Piling,”, Section 56-3 “Standards, Poles, Pedestals, and Posts”, and Section 87-1.03E(3) of the State Specifications.
Verify the location of proposed signal pole foundations by potholing.
Material resulting from drilling holes shall be disposed of in conformance with the provisions in Section 87-1.03E, “Excavating and Backfilling,” of the State Specifications.

Standards, Steel Pedestals and Posts

All standard foundations shall be placed at the grade of the existing or future Portland cement concrete sidewalk. The Contractor shall establish all foundation grades, which shall be approved by the Engineer prior to construction.

Traffic Signal Controller

When a controller assembly is to be salvaged, the salvage material shall include timing modules, switches, detector control units, conflict monitor unit, and all other equipment contained in the controller cabinet prior to award of the Contract. Care shall be exercised in removing and salvaging electrical equipment so that it will remain in its original form and existing condition. The Contractor will be required to replace, at their expense, any of the above-mentioned electrical equipment, which has been damaged or destroyed by their operations.
Contractor shall perform conductor, battery backup and system tests in the presence of the Town’s Representative before starting operation of an electrical system.

Vehicle Signal Heads

Signal head, face and backplate installation shall conform to Section 87-1.03R of the State Specifications. All signal heads, vehicle and pedestrian, shall be sealed with a flat metal washer and neoprene gasket installed on the lock nipple inside the top signal section and/or pedestrian housing opening in contact with the serrated elbow fitting of the mounting assembly.
Orient louvers, visors, and signal faces such that they are clearly visible to approaching traffic from the direction being controlled.
Keep the heads covered or direct them away from traffic until the system is ready for operation.

Pedestrian Signal Heads

Pedestrian signal head installation shall conform to Section 87-1.03S of the State Specifications.

Pedestrian signals shall be mounted 7 feet to the lower bolts.

Accessible Pedestrian Signals

Arrange to have a manufacturer's representative or vendor program the accessible pedestrian signal with an audible message or tone.

Retroreflective Tape

Contractor shall install new backplates with preinstalled reflective border or apply reflective tape to new or existing backplates.

200-7.5 Functional Testing

Contractor shall perform controller tests in the presence of the Engineer before starting operation of an electrical system.

200-7.6 "As-Builts"

A complete set of "as built" drawings shall be maintained, by the contractor, in good condition on a day-to-day basis and shall be delivered to the Town prior to final acceptance of the project at no additional cost to the Town.

Record of Job Progress: Keep an accurate dimensional record of the "as built" locations and of all work. This record shall be kept up to date on blueline prints as the job progresses and shall be available for inspection at all times. It shall be reviewed by inspector prior to each monthly application for payment.

Include on "as built" drawings:

- Routing of all buried or concealed electrical feeders and conduits.
- Actual trench locations.
- Final equipment locations, types and deviations.
- Depth of conduit (if conduit installation is performed by boring method).

200-7.7 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

APPENDIX 1

CERTIFIED PAYROLL GUIDELINES

AT THE START OF THE JOB PLEASE PROVIDE THE FOLLOWING FOR EACH CONTRACTOR / SUBCONTRACTOR:

1. A list of all trades & crafts anticipated on the job (see separate example sheet).
   For example, if the project is calling for state prevailing wages, the relevant information can be found on www.dir.ca.gov/OPRL/PWD/index.htm. Make sure you check if the project is state or federal.
2. If fringes are paid directly to a plan (partly or in full), please provide fringe benefit statements for all crafts anticipated
3. Proof of payment of training dues (if applicable)
4. A list of all subcontractors anticipated on the job (applies to main contractor only)

PLEASE NOTE:

- The start date of the job is payroll week #1 for the main contractor and every subcontractor on the job, regardless of being on the job at the beginning or not.
- For each week please provide either a payroll report with statement of compliance OR where no work is performed a statement of non-performance for all contractors/subs. The only exception: The weeks before the initial work start can be grouped into 1 statement of non-performance as long as the entire time frame is specified. Otherwise a statement of non-performance is required weekly.
- When a contractor/subcontractor has completed their work on the job, a FINAL statement of non-performance is required. This can be identical to a regular statement of non-performance except it needs to specify that it is the final statement.
- It is imperative payroll documents are received complete and promptly in order to authorize the contractor's invoices. Therefore, please send 1 set of originals with wet signatures of everything as promptly as possible

Rev. 0
February 2020

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

D

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

STATEMENT OF NON-PERFORMANCE

Name of Contractor / Subcontractor:_____

Payroll Number(s): #_____

Final Statement of Non Performance (Please circle): Yes No

Payroll Week Ending Date: _____

I do hereby state that no mechanics, laborers, apprentices or trainees were employed on the construction site of the Project _____ _____ during the payroll period commencing on the__ day of _____ 20__ and ending the day of_____ 20__.

Signature of Authorized Person:_____

Title: _____

Date: _____

LIST OF TRADES & CRAFTS

PROJECT NAME:
CONTRACTORS NAME:
PAYROLL CONTACT PERSON:
PHONE:
EMAIL:
DATE:

TRADE OR CRAFT	PREVAILING WAGE CLASSIFICATION & GROUP	DETERMINATION NUMBER	PAGE NUMBER	FEDERAL/ STATE	EXPIRATION

Note:

* Denotes rate is good for the life of the project

** Denotes predetermined increase

LIST OF TRADES & CRAFTS

EXAMPLE ONLY - TO SHOW HOW TO FILL THIS IN CORRECTLY

PROJECT NAME: National City Street Resurfacing
CONTRACTORS NAME: XYZ Construction Inc.
PAYROLL CONTACT PERSON: Pete Smith
PHONE: 619 111 2222
EMAIL: petesmith@xyzconstruction.com
DATE: 2nd April 2013

TRADE OR CRAFT	PREVAILING WAGE CLASSIFICATION & GROUP	DETERMINATION NUMBER	PAGE NUMBER	FEDERAL/ STATE	EXPIRATION
LABORER (CONSTRUCTION-FENCE ERECTOR-HOUSEMOVER)	LABORER: ENGINEERING CONSTRUCTION, GROUPS 1 & 5	SD-23-102-3-2012-1	30	STATE	June 30, 2013**
LABORER AND RELATED CLASSIFICATIONS	LABORER: BUILDING CONSTRUCTION, GROUPS 1, 2, 4	SD-23-102-4-2012-1	29	STATE	June 30, 2013**
OPERATING ENGINEER	GROUPS 2, 4, & 8	SD-23-63-3-2011-2	25	STATE	June 30, 2012*
PARKING AND HIGHWAY IMPROVEMENT (STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)	GROUPS 2 & 4	SC-23-102-6-2011-1	18E	STATE	June 30, 2012*

Note:

* Denotes rate is good for the life of the project

** Denotes predetermined increase

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number:	Project Name:	Today's Date:

Contractor / Subcontractor Name:	Business Address:

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay: $

FRINGE BENEFITS			
Health & Welfare		PAID TO:	Name:
			Address:
Pension		PAID TO:	Name:
			Address:
Vacation/ Holiday		PAID TO:	Name:
			Address:
Training and/or Other		PAID TO:	Name:
			Address:

Classification:	Effective Date:	Subsistence or Travel Pay: $

FRINGE BENEFITS			
Health & Welfare		PAID TO:	Name:
			Address:
Pension		PAID TO:	Name:
			Address:
Vacation/ Holiday		PAID TO:	Name:
			Address:
Training And/or Other		PAID TO:	Name:
			Address:

Classification:	Effective Date:	Subsistence or Travel Pay: $

FRINGE BENEFITS			
Health & Welfare		PAID TO:	Name:
			Address:
Pension		PAID TO:	Name:
			Address:
Vacation/ Holiday		PAID TO:	Name:
			Address:
Training And/or Other		PAID TO:	Name:
			Address:

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Submitted: Contractor / Subcontractor	**By:** **Name / Title**

++++++++++++++++ EXAMPLE ONLY +++++++F-T-b-444-++

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number:	Project Name:	Today's Date:
Spec. No. 12-14	**National City 8th Street Upgrades**	**5th May 2013**

Contractor / Subcontractor Name:	Business Address:
ABC Contracting	**123 X St, National City, CA 91950**

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay:
Laborer: Building Construction, Group 1, 2, 3	July 1st 2012-June 30th 2013	$

FRINGE BENEFITS				
Health & Welfare	$ **6.81**	PAID TO:	Name:	**Kaiser Permanente**
			Address:	**22 A Street, San Diego, CA 92101**
Pension	$ **5.30**	PAID TO:	Name:	**XYZ Pension,**
			Address:	**55 B Street, Poway, CA 92111**
Vacation/ Holiday	$ **4.00**	PAID TO:	Name:	**Paid directly to Employee**
			Address:	
Training and/or Other	$ **1 .03**	PAID TO:	Name:	**Training $0.64 paid to training fund**
			Address:	**Other $0.39 paid directly to employee**

Classification:	Effective Date:	Subsistence or Travel Pay:
Operating Engineer, Group 1	July 1st 2012 - Rate good for life of project	$

FRINGE BENEFITS				
Health & Welfare	$ **21.00**	PAID TO:	Name:	**Kaiser Permanente**
			Address:	**22 A Street, San Diego, CA 92101**
Pension	$ **0**	PAID TO:	Name:	
			Address:	
Vacation/ Holiday	$ 0	PAID TO:	Name:	
			Address:	
Training And/or Other	$ **0.33**	PAID TO:	Name:	**Paid to California Apprenticeship Council**
			Address:	**P.O. Box 420603, San Francisco, CA 94142**

Classification:	Effective Date:	Subsistence or Travel Pay:
		$

FRINGE BENEFITS				
Health & Welfare		PAID TO:	Name:	
			Address:	
Pension		PAID TO:	Name:	
			Address:	
Vacation/ Holiday		PAID TO:	Name:	
			Address:	
Training And/or Other		PAID TO:	Name:	
			Address:	

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Submitted: Contractor / Subcontractor	By: Name / Title
ABC Contracting	**Pete Smith, HR/Payroll**

APPENDIX 2
CLOSE OUT DOCUMENTS

CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: _____

TO: Town of San Anselmo
Department of Public Works
525 San Anselmo Avenue
San Anselmo, CA 94960

FROM: _____
(Firm or Corporation)

PROJECT: SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT, CIP Project No. 2024 SFDSB

This is to certify that I, acting as an authorized official of the above stated firm or corporation, have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject Project and Contract Documents:

1. I know, of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the Bid, Contract Documents and Contract.

2. The contract work is now complete in all parts and requirements, and ready for your final inspection.

3. I understand and agree that neither the determination by the Owner that the work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents or as a bar or waiver of tort and contract claims that might be alleged with respect to performance of the work.

_____	_____
Signature of Prime Contractor	Signature of Prime Contractor
_____	_____
Print name and title	Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

CONTRACTOR'S AFFIDAVIT OF DISPOSAL

WHEREAS, on the _____ day of _____, 20_____, the undersigned entered into and executed a contract with Town of San Anselmo for the SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT as particularly described in said contract and identified as CIP Project No. 2024 SFDSB, and

WHEREAS, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner" and that all designated recyclable materials are properly recycled in compliance with the Town of San Anselmo Ordinances.

WHEREAS, said contract has been completed, all surplus materials disposed of, and proof of compliance with the Town of San Anselmo Municipal Code has been furnished.

NOW, THEREFORE, in consideration of the final payment by the Town of San Anselmo to said Contractor under the terms of said contract, the undersigned Contractor, hereby certifies and affirms under penalty of perjury that all surplus materials as described in said contract have been disposed of at the following location(s):

_____	_____
Type of material disposed of	Type of material disposed of
_____	_____
Name of disposal site	Name of disposal site
_____	_____
Address of disposal site	Address of disposal site
_____	_____
Type of material disposed of	Type of material disposed of
_____	_____
Name of disposal site	Name of disposal site
_____	_____
Address of disposal site	Address of disposal site

By signing and submitting this form to the Town of San Anselmo on this ____ day of _____, 20___, I (we) hereby certified and swear under penalty of perjury under the laws of the State of California that the aforementioned information is true and correct without omission, error or misrepresentation.

_____	_____
Signature of Prime Contractor Date	Signature of Prime Contractor Date
_____	_____
Print name and title	Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

CONSENT OF SURETY FOR FINAL PAYMENT

In accordance with the provisions of the contract between the Owner and the Contractor, and the following named Surety:_____

on the Payment Bond in the amount of _____Dollars,

of the following named Contractor:_____

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety named herein of any of its obligations to the Owner, as set forth in said Surety company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20_____.

_____

Signature of Authorized Surety Representative

_____

Title

(CORPORATE SEAL)

CONTRACTOR'S AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been contracted by the Town of San Anselmo to furnish labor and materials for the SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT, CIP Project No. 2024 SFDSB, under a contract dated the _____day of _____, 20___, in the Town of San Anselmo, County of Marin, State of California, of which Town of San Anselmo is the Owner.

NOW, THEREFORE, this _____ day of _____, 20___ the undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in anyway be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

Signature of Prime Contractor Date	Signature of Prime Contractor Date
Print name and title	Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

GUARANTEE AGREEMENT

TO:The TOWN OF SAN ANSELMO (Owner), for construction of the SIR FRANCIS DRAKE BOULEVARD AND SIERRA AVENUE/BROADMOOR AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

1.01 Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

1.02 Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

1.03 If within one year after the date of Final Acceptance, or such other period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents or any extended warranty or guaranty, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

1.04 Contractor shall respond within 72 hours to any claim made by Owner pursuant to this guaranty.

1.05 Observation and inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

1.06 This Guaranty is in addition to any other Contractor warranties contained in the Contract Documents, and not in lieu of, any and all other Contractor liability imposed under the Contract Documents or at law. In the event of any conflict or inconsistency between the terms of this Guaranty and any Contractor warranty or obligation Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the greater protection to Owner.

(Signature line on next page)

Date: _____, 20___

_____
Contractor's Name

By: _____
Signature

_____
Print Name

_____
Title

_____
Street Address

_____
Town, State, Zip code

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 3.2

MEETING DATE: August 27, 2024

AGENDA TITLE: Approve the Pedestrian Hybrid Beacon Project at Sir Francis Drake Boulevard and Saunders Avenue, and Authorize Staff to Advertise for Construction Bids

FROM: Scott Schneider, Department of Public Works

RECOMMENDATION: That the Town Council approves the Pedestrian Hybrid Beacon Project at Sir Francis Drake Boulevard and Saunders Avenue and Authorizes Staff to Advertise for Construction Bids and finds the project exempt from CEQA under 14 Cal. Code Regs. § 15301.

SUMMARY

The Pedestrian Hybrid Beacon, also known as a HAWK crossing, will replace the existing Rectangular Rapid Flashing Beacon on Sir Francis Drake Boulevard at Saunders Avenue. The project is funded by a Safe Pathways grant from the Transportation Authority of Marin (TAM).

BACKGROUND

The existing Rectangular Rapid Flashing Beacon (RRFB) system was installed in 2010 using a federal grant. At the time, RRFBs had interim approval by the Federal Highway Administration (FHWA) following successful tests in Florida and Texas in 2008. RRFBs, with their high intensity LED lights and 'wig-wag' alternating flash pattern, replaced existing crosswalk warning lights with a consistent flash rate, and were shown to increase compliance rates at uncontrolled crosswalks. RRFBs were fully approved by FHWA in 2018, and are now included in the 2023 Manual of Uniform Traffic Control Devices (MUTCD) as an approved crosswalk system. The Town currently has RRFBs at two locations on Sir Francis Drake Boulevard (Saunders Avenue and Madrone Avenue), at Center Boulevard near the Hub, and on Butterfield Road at Carlson Avenue.

RRFBs are particularly effective on roads with one lane of traffic in each direction.

At a Town Hall meeting on traffic safety held on January 29, 2019, attendees expressed their concerns about this crossing and requested staff to examine alternatives.

Pedestrian Hybrid Beacons, also known as **H**igh Intensity **A**ctivated Cross**w**al**k** Beacon (HAWK) systems, were first tested in Tucson, Arizona in 2000, and were included as an approved system in the 2009 MUTCD. HAWK pedestrian beacons operate similarly to a regular traffic signal, when activated, the yellow light is lit, followed by two red lights. Compliance rates for HAWK beacons have been as high as 97% in some studies. Other HAWK beacons in Marin County are located on Sir Francis Drake Boulevard near Ash Avenue in Kentfield (near College of Marin), and in San Rafael along Third Street near San Rafael High School.

DISCUSSION/ANALYSYS

The HAWK beacon at Saunders Avenue will replace the existing RRFB crossing, and will increase the safety of the pedestrians and bicyclists crossing the four lanes of Sir Francis Drake Boulevard. The crossing is used heavily during the school year by students of the adjacent Archie Williams High School (AWHS). The crossing is part of the School Bike Spine, and is a primary pedestrian and bicycle route for students and residents. The HAWK beacon is included in the San Anselmo Bicycle and Pedestrian Master Plan.

The HAWK beacon is the cumulation of many years of planning. The need for an upgrade to the existing beacon was brought forth by local residents. Outreach done as part of the San Anselmo Bicycle and Pedestrian Master Plan update indicated that upgrades to crossing along Sir Francis Drake Boulevard is a key priority for San Anselmo residents.

A parent survey done in 2015 as part of the Safe Routes to School Evaluation report indicated that challenging intersections were the number one concern parents had that limited their child's ability to walk and bike to school. At a Town Hall meeting on traffic and safety issues held in January 2019, many residents cited the Saunders Avenue crosswalk as a location that needs additional safety measures.

It is expected that the HAWK beacon will increase driver yield rates and reduce pedestrian-vehicle conflicts. Because HAWKs remain dark until activated, they can help increase driver attention to pedestrians crossing the roadway, and the typical yellow-red operation can reduce rear-end collisions. The pedestrian hybrid beacon's red signal indication removes any judgement from the motorists and requires a complete stop. The HAWK provides a clear message that motorists must stop and allow pedestrians to cross the street. Motorist compliance with the requirement to yield has been shown to exceed 90 percent at HAWK beacons.

The timing of the HAWK beacon will be similar to the timing of the exiting RRFB, and should not result in additional delays for traffic on Sir Francis Drake Boulevard.

Staff submitted an application to TAM for the Safe Pathway program in June 2019, and funding was approved in 2020. The project was designed by Parisi Transportation Consulting (now Parametrix).

The existing poles and cross arms of the RRFB can be used for the HAWK beacon, and the project will not require trenching across Sir Francis Drake Boulevard as the existing conduits can be reused.

The project will be advertised for 30 days, and staff will return to Council for approval of the contract for the lowest responsible and responsive bidder.

FISCAL IMPACT

The total design costs were approximately $25,000.

The estimated construction costs are as follows:

Engineer's Estimate for Construction	$ 150,000
Construction Management (San Anselmo staff and consultant)	$ 10,000
Construction Contingency (10% of construction)	$ 15,000
Total Construction Cost	$ 175,000

Funding is included in the Town's 2024/2025 Budget and Work Plan, using funding from a grant from the Transportation Authority of Marin for $204,000.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

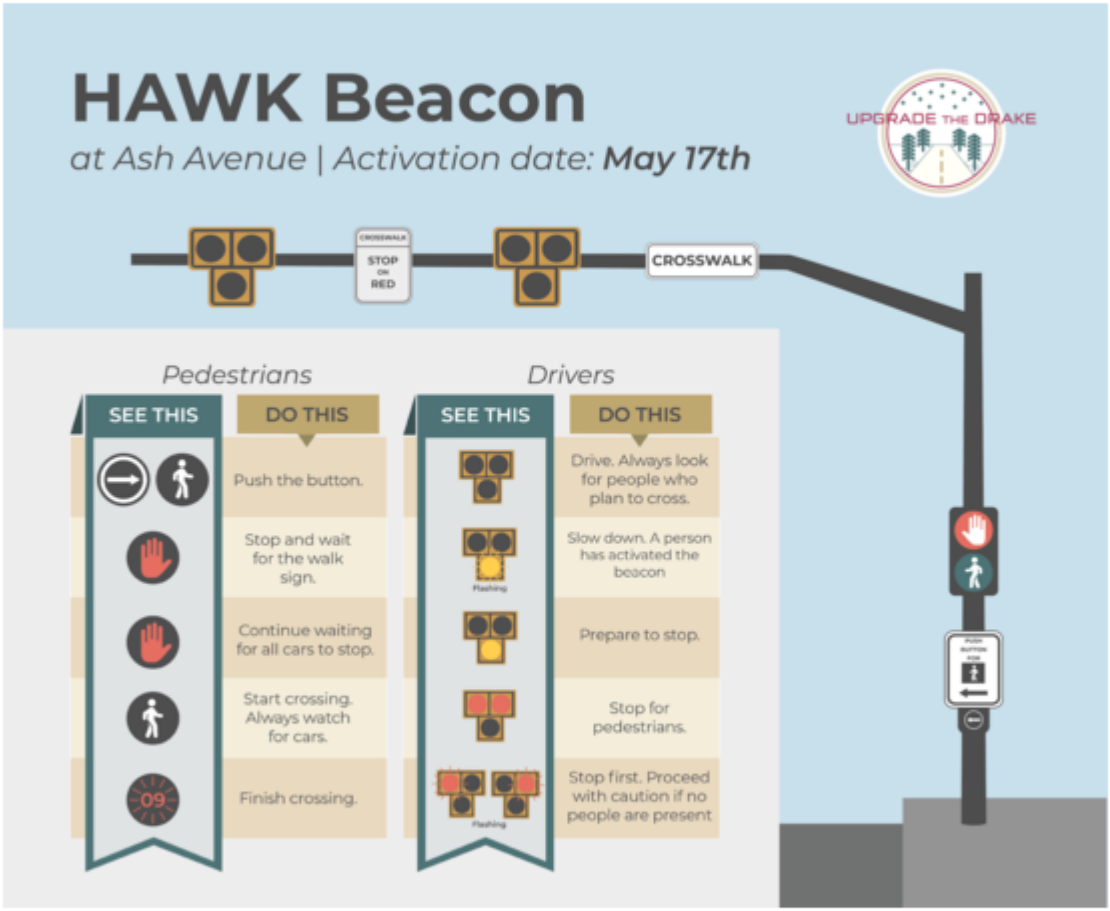
The Town finds this project to be categorically exempt from the requirement for the preparation of environmental documents under the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301 Class 1, because it involves modifications to existing traffic signals will not create additional automobile lanes and involves negligible or no expansion of use. (14 Cal. Code Regs. § 15301). None of the exceptions to this Class 1 categorical exemption apply in this instance (14 Cal. Code Regs. § 15300.2). Specifically, successive projects of the same type in the same location will not cause significant cumulative impacts, as there are no successive projects planned at this time. There are no unusual circumstances presented by this project and the project will not result in damage to scenic resources within a designated state scenic highway. Finally, the project will not cause a substantial adverse change in the significance of a historical resource, as no historical resources will be impacted.

This project is listed in the project list of the Bicycle and Pedestrian Master Plan, and will improve the safety of pedestrians and bicyclists crossing the street. The project is consistent with the Climate Action Plan 2030 Transportation Measures T-2 Bicycling and T-3 Walking.

ATTACHMENTS

Attachment 1- Pedestrian Hybrid Beacon fact sheet

Attachment 2 - Plans
Attachment 3 - Specifications


HAWK Beacon
at Ash Avenue | Activation date: May 17th
UPGRADE THE DRAKE
CROSSWALK
STOP ON RED
Pedestrians
SEE THIS
DO THIS
Push the button.
Stop and wait for the walk sign.
Continue waiting for all cars to stop.
Start crossing. Always watch for cars.
Finish crossing.
Drivers
SEE THIS
DO THIS
Drive. Always look for people who plan to cross.
Slow down. A person has activated the beacon
Prepare to stop.
Stop for pedestrians.
Stop first. Proceed with caution if no people are present

1248

TOWN OF SAN ANSELMO

SIR FRANCIS DRAKE BLVD & SAUNDERS AVE PEDESTRIAN HYBRID BEACON

PROJECT No. 2022-SFDH

TOWN OF SAN ANSELMO

SEAN CONDRY, PE — DATE
PUBLIC WORKS DIRECTOR

PREPARED UNDER THE DIRECTION OF:

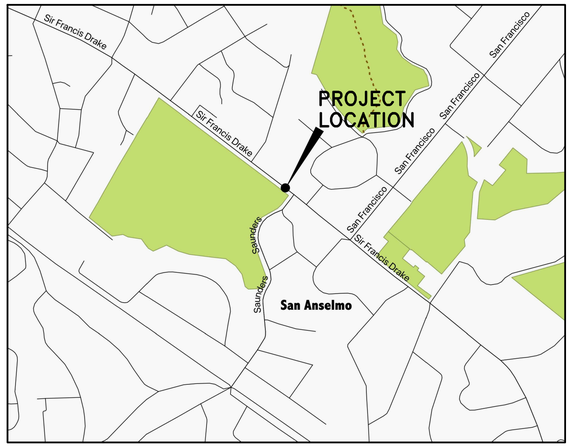
ANDREW LEE, PE, TE — DATE
SR. ENGINEER, PARISI TRANSPORTATION CONSULTING

100% PLANS

811 Know what's **below.** **Call** before you dig.

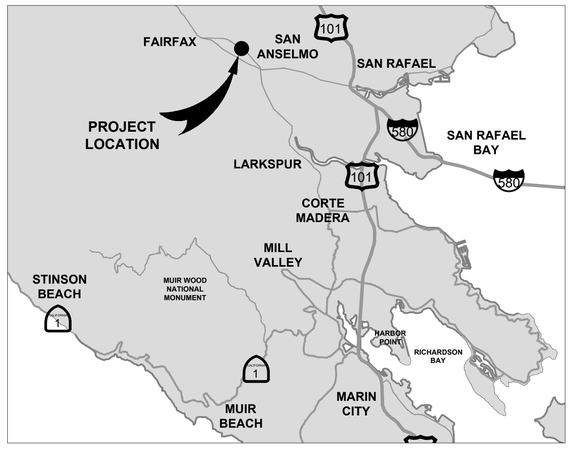
LOCATION MAP

NOT TO SCALE



VICINITY MAP

NOT TO SCALE



INDEX OF SHEETS

SHEET	DRAWING	DESCRIPTION
1	T–1	TITLE SHEET
2	PD–1	PAVEMENT DELINEATION & SIGNAGE PLAN
3	E–1	ELECTRICAL DEMOLITION PLAN
4	E–2	ELECTRICAL IMPROVEMENT PLAN
5	E–3	ELECTRICAL CONDUCTOR AND CONDUIT SCHEDULE
6	ED–1	ELECTRICAL DETAILS

Parisi TRANSPORTATION CONSULTING
800 Bancroft Way, Ste 203
Berkeley, CA 94710
(510) 343-6400

REGISTERED PROFESSIONAL ENGINEER — ANDREW K. LEE — No. 86247 — CIVIL — STATE OF CALIFORNIA

TOWN OF SAN ANSELMO — EST. 1907

DRAWN:	CHECKED:
MG	AL
DESIGNED:	APPROVED:
MG	DP

TOWN OF SAN ANSELMO
SAUNDERS AVE AND SIR FRANCIS DRAKE BLVD PEDESTRIAN HYBRID BEACON
TITLE SHEET

REVISIONS	
5	
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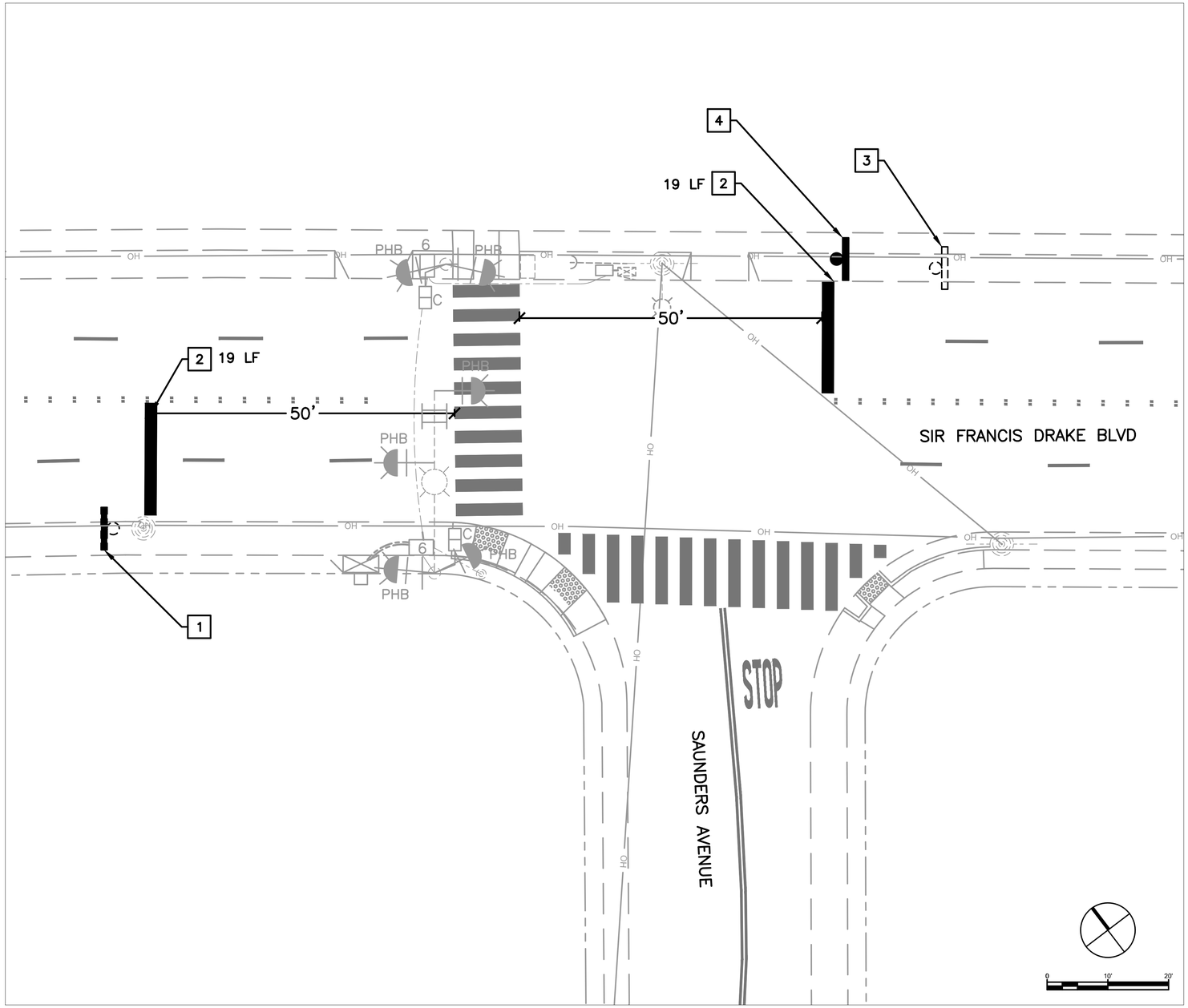
NO.	DESCRIPTION

DATE: 05/17/2022
SCALE:
PTC PROJECT NO.: 21027
DRAWING: T-1
SHEET NO.: 1 OF 6



GENERAL NOTES (THIS SHEET ONLY)

1. PAVEMENT MARKINGS PER 2018 CALTRANS REVISED STANDARD PLANS (RSP) A20A, A24E, A24F.
2. R/W SHOWN IS APPROXIMATE

LEGEND, ABBREVIATIONS & NOTES

(E)	EXISTING
LF	LINEAR FEET
1	REMOVE & SALVAGE EXIST R1–5A. REMOVE FOR REUSE EXIST R26(CA) AND SIGN MOUNT. INSTALL 2" ROUND POLE EXTENDER BRACKET AND 2'–LONG POLE SECTION. INSTALL NEW R10–6 (24X36). REINSTALL R26(S)(CA) ON SIGN MOUNT.
2	INSTALL NEW 2' WIDE WHITE STOP BAR (THERMOPLASTIC)
3	REMOVE AND SALVAGE EXIST R1–5A AND 2" ROUND POST. BACKFILL HOLE WITH SOIL. REMOVE FOR REUSE EXIST R26(S)(CA) AND SIGN MOUNT.
4	INSTALL NEW 2" SIGN POST (13' LONG, 10' ABOVE FG). INSTALL NEW R10–6 (24x36). REINSTALL R26(S)(CA) ON SIGN MOUNT.

SIGN LEGEND

R1–5A	YIELD HERE TO PEDESTRIANS
R10–6	STOP HERE ON RED
R26(S)(CA)	TOW–AWAY NO STOPPING ANYTIME

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TOWN OF SAN ANSELMO
SAUNDERS AVE AND SIR FRANCIS DRAKE BLVD PEDESTRIAN HYBRID BEACON
PAVEMENT DELINEATION & SIGNAGE PLAN

REVISIONS		
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DATE: 05/17/2022	SCALE: 1" = 10'
PTC PROJECT NO. 21027	
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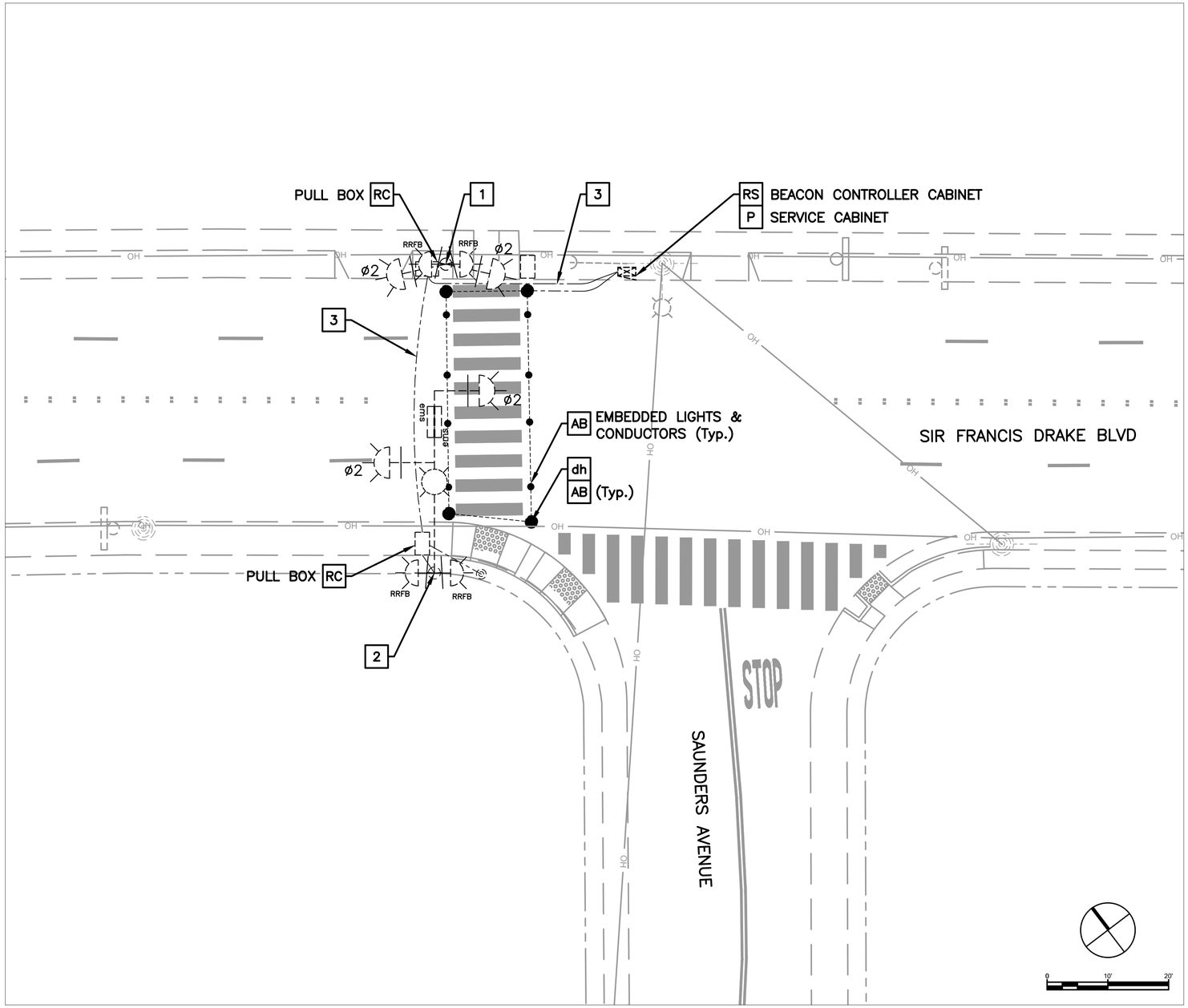
SHEET NO. 2 OF 6	



GENERAL NOTES (THIS SHEET ONLY)

1. PROTECT IN PLACE EXISTING CONDUIT DURING CONSTRUCTION
2. RETURN SALVAGED EQUIPMENT TO THE TOWN.

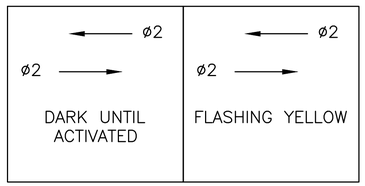
CONSTRUCTION NOTES (THIS SHEET ONLY)

- RS — REMOVE AND SALVAGE
- RC — EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR
- AB — ABANDON. IF APPLIED TO CONDUIT, REMOVE CONDUCTORS
- dh — DETECTOR HANDHOLD, EXISTING
- P — PROTECT IN PLACE
- 1 RS — RECTANGULAR RAPID FLASHING BEACONS (RRFB), WEST FACING SIGNS, FLASHING BEACON HEADS AND MOUNTING HARDWARE
- 2 RS — RECTANGULAR RAPID FLASHING BEACONS (RRFB), EAST FACING SIGNS, BLANK OUT SIGNS, & FLASHING BEACON HEADS AND MOUNTING HARDWARE
- 3 — REMOVE EXISTING CONDUCTORS AND CLEAN THE CONDUIT

LEGEND & ABBREVIATIONS

- (E) EXISTING
- TYP TYPICAL
- SINGLE SECTION FLASHING HEAD
- RRFB — RECTANGULAR RAPID FLASH BEACON (RRFB)
- ems — BLANK OUT SIGN

EXISTING PHASE DIAGRAM



STEADY DEMAND SEQUENCE

100% PLANS

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TOWN OF SAN ANSELMO EST. 1907

TOWN OF SAN ANSELMO
SAUNDERS AVE AND SIR FRANCIS DRAKE BLVD PEDESTRIAN HYBRID BEACON
ELECTRICAL DEMOLITION PLAN

REVISIONS		
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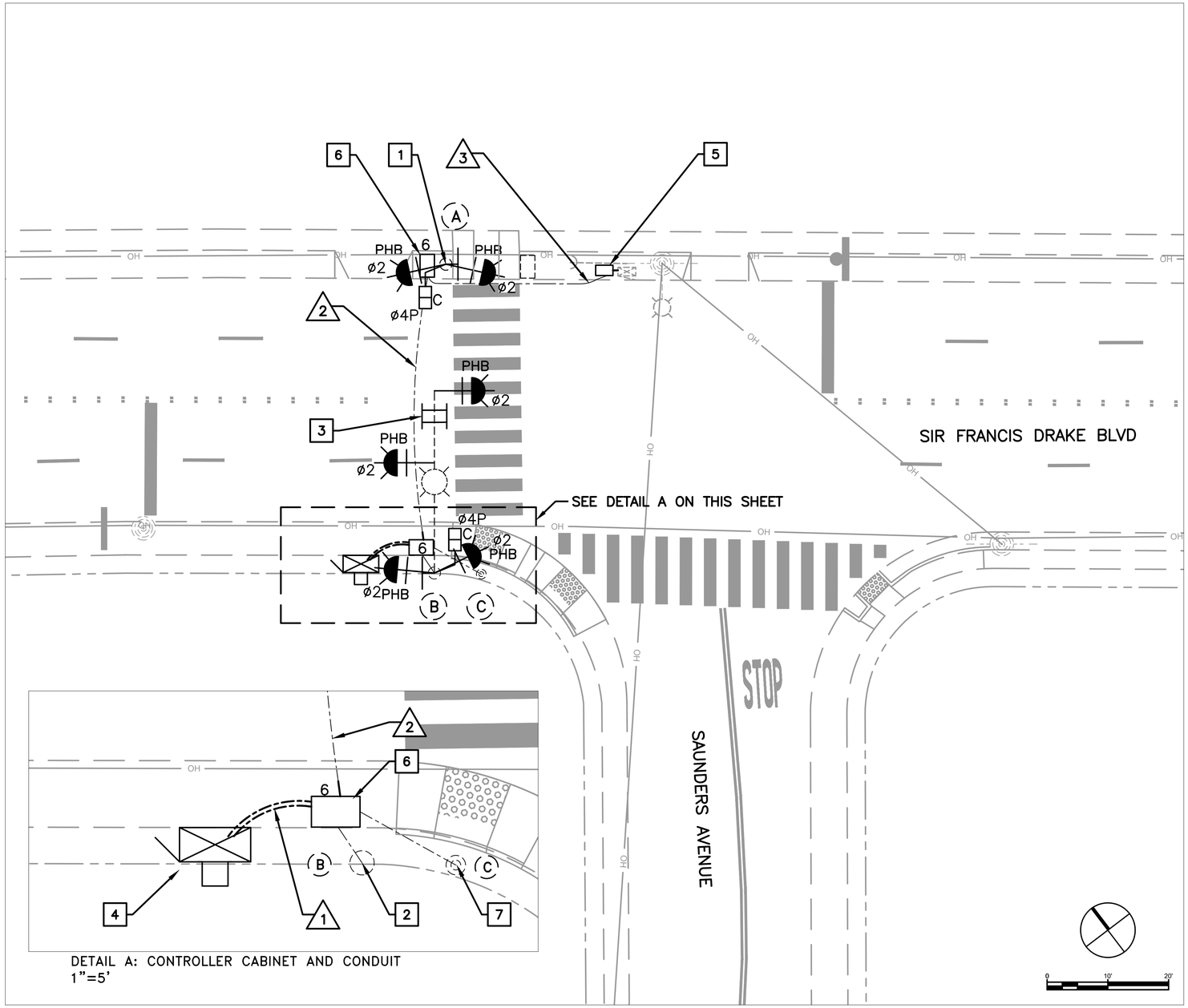
NO.	DESCRIPTION	

DATE: 05/17/2022 — SCALE: 1" = 10'
PTC PROJECT NO. 21027
DRAWING E-1
SHEET NO. 3 OF 6

1251



DETAIL A: CONTROLLER CABINET AND CONDUIT
1"=5'

GENERAL NOTES (THIS SHEET ONLY)

1. TOWN TO COORDINATE WITH ARCHIE WILLIAMS HIGH SCHOOL TO SECURE A PROPERTY EASEMENT FOR INSTALLATION OF SIGNAL EQUIPMENT
2. INSTALL REFLECTIVE TAPE ON BEACON BACKPLATES

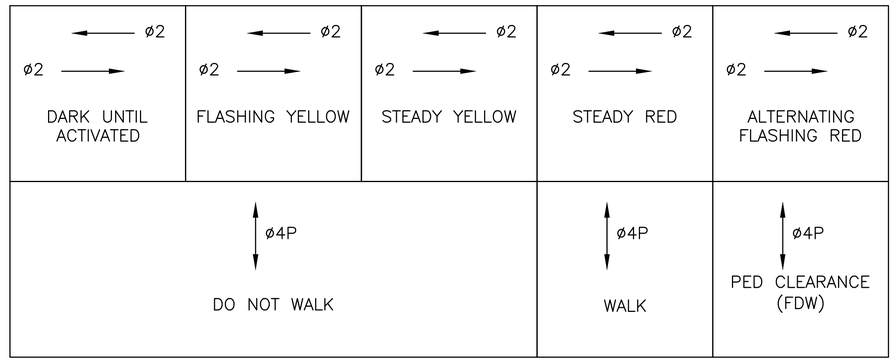
CONSTRUCTION NOTES (THIS SHEET ONLY)

1. INSTALL NEW PHB SIGNAL HEADS. INSTALL PED SIGNAL HEAD ON THE WEST SIDE OF THE EXISTING POLE. REPOSITION/REINSTALL EXISTING S1–1 AND W16–7P SIGN ON EAST SIDE OF POLE. CONNECT Exist APS TO NEW CONTROLLER.
2. INSTALL NEW PHB SIGNAL HEADS. INSTALL PED SIGNAL HEAD ON THE EAST SIDE OF THE EXISTING POLE. REPOSITION/REINSTALL EXISTING S1–1 AND W16–7P SIGN ON WEST SIDE OF POLE. SEE DETAIL A ON SHEET ED–1.
3. INSTALL TWO R10–23A SIGNS, ONE ON EACH SIDE OF THE MAST ARM
4. INSTALL NEW 332L SIGNAL CABINET FOUNDATION, FURNISH AND INSTALL A NEW 332L SIGNAL CABINET WITH 2070 CONTROLLER AND MODEL 2018ECL CONFLICT MONITOR, & BBS. PROGRAM PHB TIMING. SEE DETAIL C ON SHEET ED–1.
5. INSTALL No. 5 PULL BOX AND CONNECT TO EXISTING SERVICE CABINET. CONTRACTOR MAY CONNECT TO THE SERVICE CABINET VIA AN EXTERNAL CONDUIT AND JUNCTION BOX. INSTALL BREAKERS TO SERVICE A 1000W TRAFFIC SIGNAL.
6. INSTALL NEW No. 6 PULL BOX IN EXISTING PULL BOX LOCATION. INSTALL CONDUITS INTO NEW PULL BOX.
7. CONNECT Exist APS TO NEW CONTROLLER

LEGEND (THIS SHEET ONLY)

PHB — THREE SECTION FLASHING PEDESTRIAN HYBRID BEACON HEAD

PROPOSED PHASE DIAGRAM



STEADY DEMAND SEQUENCE

100% PLANS

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MG	DP

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TOWN OF SAN ANSELMO EST. 1907

TOWN OF SAN ANSELMO
SAUNDERS AVE AND SIR FRANCIS DRAKE BLVD PEDESTRIAN HYBRID BEACON
ELECTRICAL IMPROVEMENT PLAN

REVISIONS	
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NO.	DESCRIPTION

DATE	SCALE
05/17/2022	1" = 10'

PTC PROJECT NO. 21027

DRAWING E-2

SHEET NO. 4 OF 6

1252

CONDUCTOR SCHEDULE				
AWG OR CABLE	COND. DESGN.	NUMBER OF CONDUCTORS		
		RUN NUMBER		
		NEW	EX	EX
		1	2	3
#14	ø2	6	3	
	ø4P	4	2	
	ø4APS	4	2	
	SPARES	3	3	
	TOTAL #14	17	10	
#10	PULL WIRE	1	1	1
#8	SIGNAL COMMON	2	1	
	GROUND	2	1	1
	LUMINAIRES		2	2
	TOTAL #8	4	4	3
#6	SIGNAL SERVICE	2	2	2
CONDUIT SIZE		2–3"	1.5"	1.5"
PERCENT FILL		5%	32%	18%

–INSTALL #14 CONDUCTORS UNSPLICED FROM CONTROLLER TO POLE.

–CA MUTCD MAX FILL FOR EXISTING CONDUIT IS 35%

EQUIPMENT AND POLE SCHEDULE										
LOCATION	STANDARD			LED LUMINAIRE WATTAGE	VEHICLE SIGNAL MOUNTING		PED SIGNAL MOUNT.	ACCESSIBLE PEDESTRIAN SIGNAL (APS)		SPECIAL REQUIREMENTS
	TYPE	SIGNAL MAST ARM	LUMINAIRE MAST ARM		MAST ARM	POLE		PHASE (ø)	ARROW	
(A)	TYPE 1 (E)					TV–2–T (N)	SP–1–T (N)	ø4P	◄	INSTALL PED HEAD ON THE WEST SIDE OF THE POLE. RETAIN/REINSTALL S1–1 & W16–7P ON THE EAST SIDE OF THE POLE.
(B)	19–3–100 (E)	30' (E)	15' (E)	105 (E)	MAS–3A (N) MAS–3A (N)	SV–2–T (N)	SP–1–T (N)			INSTALL PED HEAD ON THE EAST SIDE OF THE POLE. RETAIN/REINSTALL S1–1 + W16–7P ON WEST SIDE OF THE POLE. INSTALL TWO R10–23A SIGNS ON THE MAST ARM.
(C)	PBA POST (E)							ø4P	►	

– INSTALL APS AS A TWO–WIRE SYSTEM WITH A CONTROL UNIT IN THE CONTROLLER CABINET.
– MODIFY VEHICLE SIGNAL MOUNTING TO FIT A 3–SECTION BEACON SIGNAL HEAD.
(E) – EXISTING EQUIPMENT
(N) – NEW EQUIPMENT

100% PLANS

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Berkeley, CA 94710
(510) 343-6400

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DESIGNED: MG | APPROVED: DP

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TOWN OF SAN ANSELMO EST. 1907

TOWN OF SAN ANSELMO
SAUNDERS AVE AND SIR FRANCIS DRAKE BLVD PEDESTRIAN HYBRID BEACON
ELECTRICAL CONDUCTOR AND CONDUIT SCHEDULE

REVISIONS	
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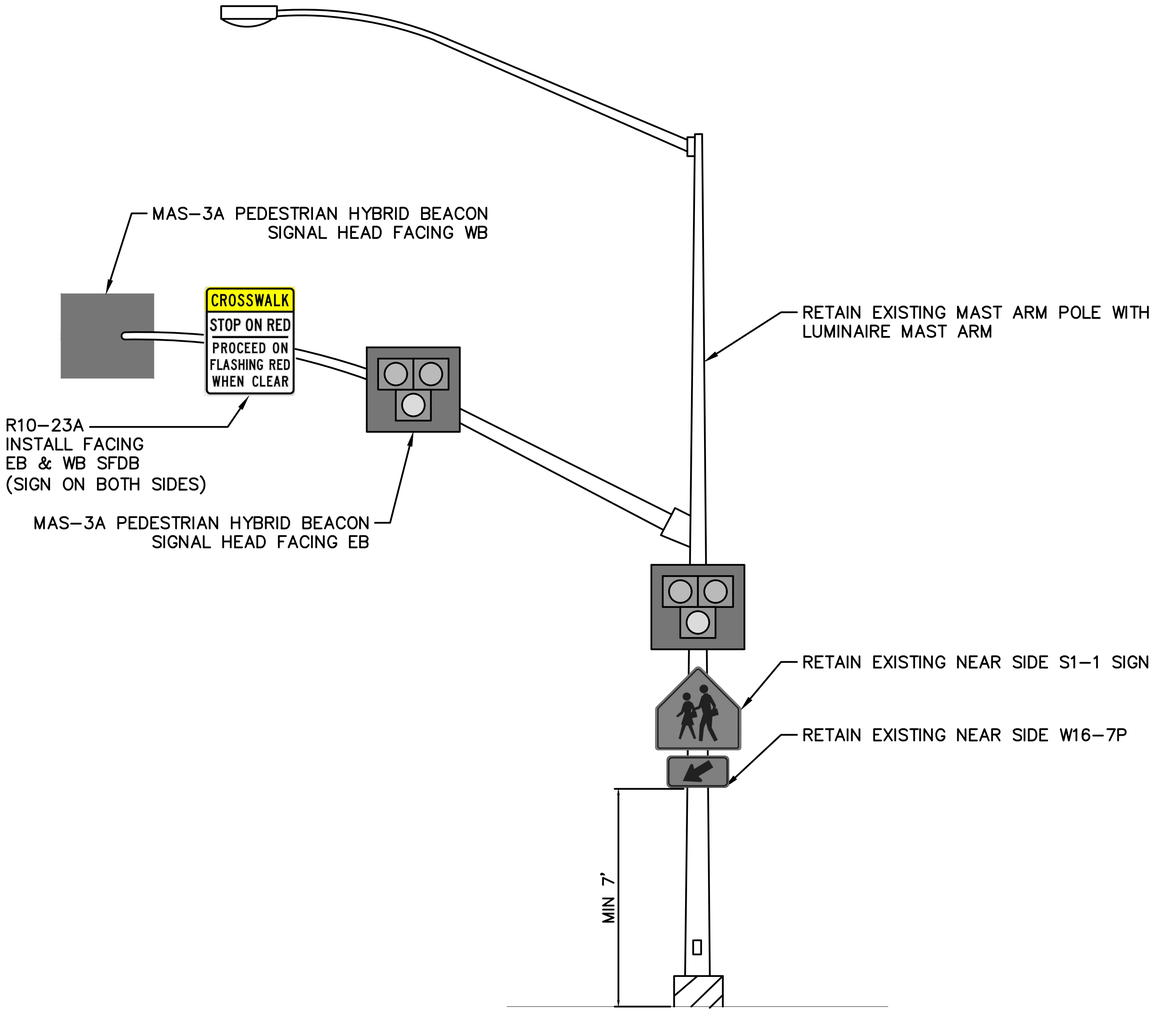
NO.	DESCRIPTION

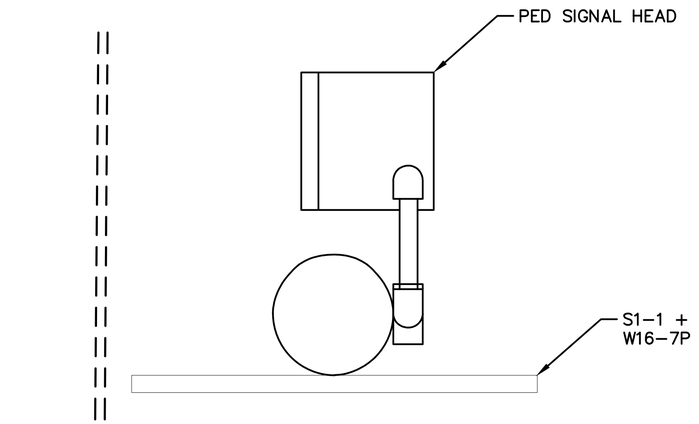
DATE: 05/17/2022 | SCALE:
PTC PROJECT NO.: 21027
DRAWING: E-3
SHEET NO.: 5 OF 6



DETAIL A – PEDESTRIAN HYBRID BEACON ASSEMBLY ON MAST ARM POLE

PROFILE LOOKING EAST, NTS.

NOTE:
–MOUNT PEDESTRIAN HEAD BEHIND S1–1. SEE DETAIL B ON THIS SHEET.
–SIGN AND BEACON MOUNTING PER 2018 CALTRANS STANDARD PLAN AND MANUFACTURER SPECIFICATIONS.

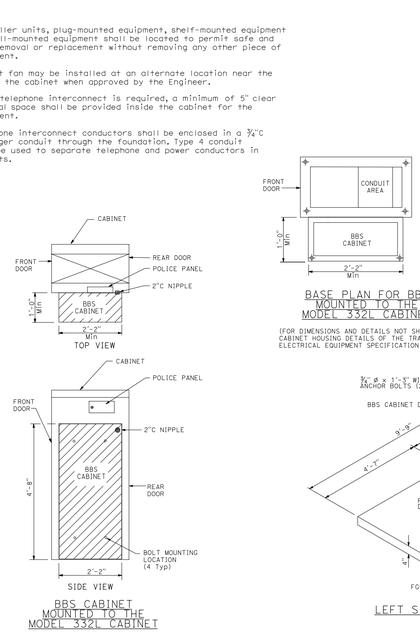


DETAIL B – PED SIGNAL HEAD ON POLE

PLAN VIEW, NTS.

NOTES:

1. Controller units, plug-mounted equipment, shelf-mounted equipment and wall-mounted equipment shall be located to permit safe and easy removal or replacement without removing any other piece of equipment.
2. Cabinet fan may be installed at an alternate location near the top of the cabinet when approved by the Engineer.
3. Where telephone interconnect is required, a minimum of 5" clear vertical space shall be provided inside the cabinet for the equipment.
4. Telephone interconnect conductors shall be enclosed in a ¾"C or larger conduit through the foundation. Type 4 conduit shall be used to separate telephone and power conductors in cabinets.



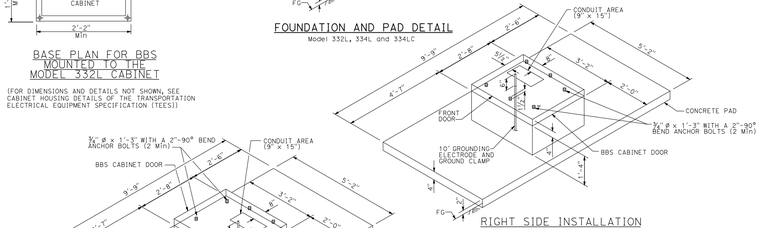
BBS CABINET MOUNTED TO THE MODEL 332L CABINET

BASE PLAN FOR BBS MOUNTED TO THE MODEL 332L CABINET

(FOR DIMENSIONS AND DETAILS NOT SHOWN, SEE CABINET HOUSING DETAILS OF THE TRANSPORTATION ELECTRICAL EQUIPMENT SPECIFICATION (TEES))

FOUNDATION AND PAD DETAIL

Model 332L, 334L and 334LC



RIGHT SIDE INSTALLATION
DETAIL B

LEFT SIDE INSTALLATION
DETAIL A

MODIFIED MODEL 332L CABINET
FOUNDATION DETAIL FOR BATTERY BACKUP SYSTEM

DETAIL C – CALTRANS STANDARD PLAN ES-3C

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
ELECTRICAL SYSTEMS
(CONTROLLER CABINET FOUNDATION AND PAD DETAILS)
NO SCALE

100% PLANS

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Berkeley, CA 94710
(510) 343-6400

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MG	DP

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TOWN OF SAN ANSELMO
SAUNDERS AVE AND SIR FRANCIS DRAKE BLVD PEDESTRIAN HYBRID BEACON
ELECTRICAL DETAILS

REVISIONS		DATE	SCALE
5		05/17/2022	NTS
4		PTC PROJECT NO.	
3		21027	
2		DRAWING	
1		ED-1	
NO.	DESCRIPTION	SHEET NO.	
		6 OF 6	

TOWN OF SAN ANSELMO

TOWN OF
SAN ANSELMO
EST. 1907

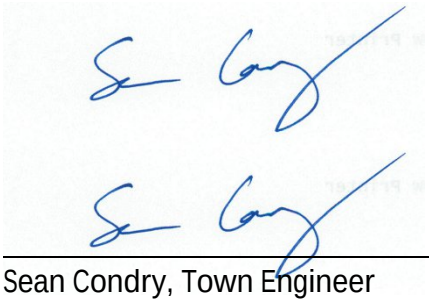
COUNTY OF MARIN, CALIFORNIA

BID AND CONTRACT DOCUMENTS

SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE PEDESTRIAN HYBRID BEACON

CAPITAL IMPROVEMENT PROJECT NO. 2024 HAWK

August 2024



8/28/2024

Sean Condry, Town Engineer — Date
R.C.E. No. 60860

This is a prevailing wage project under the laws of the State of California.

TOWN OF SAN ANSELMO

NOTICE INVITING BIDS

SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE
PEDESTRIAN HYBRID BEACON
CIP PROJECT NO. 2024 HAWK

PUBLIC NOTICE IS HEREBY GIVEN that the Town of San Anselmo hereinafter referred to as the Agency, invites sealed bids for the above stated Project and will receive such bids in the offices of the Agency, at the Department of Public Works, 525 San Anselmo, CA 94960 up to the time of 10:00 a.m., on October 1, 2024, at which time they will be publicly opened at the Department of Public Works at 525 San Anselmo Avenue. Bids received after the time and date for the bid opening will not be accepted and shall be returned unopened.

The work to be done is described in these Bid and Contract Documents for the above stated Project. The general Scope of Work is as follows:

DESCRIPTION OF WORK

Installation of hybrid pedestrian beacon traffic signal and lighting system, associated signage and thermoplastic striping.

LOCATION OF WORK

The work to be constructed is located in the Town of San Anselmo at the intersection of Sir Francis Drake Boulevard and Saunders Avenue.

ENGINEER'S ESTIMATE

The Engineer's Estimate for the project is $150,000.

GENERAL

It shall be the responsibility of the prospective bidders to download and print the bid documents for review and bid preparation, as well as to obtain any addenda and responses to pre-bid requests for clarification that have been provided by the Agency. Bidders shall also check the website for addenda which will be posted no later than 72 hours prior to the bid opening. Each addendum will include a conformation sheet indicating receipt of the addendum. This sheet must be signed and included with the bid for each addendum issued. Bids, which do not include the confirmation sheet(s) for each addendum, if any, may be rejected.

The Agency does not warrant, represent, or guarantee the accuracy, completeness, or adequacy of information provided from any third party source. The Agency shall not be responsible or liable in any way whatsoever for any loss or damages of whatever kind, nature, or scope, including, but not limited to, time, money or goodwill arising from errors, inaccuracies, or omissions in any documents and/or information retrieved from any third party source.

Prospective bidders are encouraged to review the official version of all documents upon which they plan to rely. For a complete set of bid documents, all interested parties are directed to The Agency's website at the Town of San Anselmo Bid Page and www.BluePrintExpress.com or https://www.bpxplanroom.com/jobs/public

A Pre-Bid Conference will not be held for this project.

Bids shall be written clearly and legibly in ink in conformance with the Instruction to Bidders. All bids shall be submitted to the Agency's front desk in a sealed envelope plainly marked on the outside with "SEALED BID FOR CIP PROJECT No. 2024-HAWK, SIR FRANCIS DRAKE BOULEVARD AND SAUNDRS AVENUE PEDESTRIAN HYBRID BEACON PROJECT - DO NOT OPEN WITH REGULAR MAIL".

If using Federal Express or other such service for bid submittal, the contents of the submittal must be noted on the outside of that envelope as stated above.

Each bid must be accompanied a certified or cashier's check payable to the Town of San Anselmo, or a satisfactory bid bond executed by the bidder and an acceptable surety, in an amount equal to ten percent (10%) of the total aggregate bid amount. The successful bidder will be required to furnish and pay for performance and payment bonds acceptable to the Agency.

Agency hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

The Contractor to whom the Contract is awarded, and any subcontractor under such Contractor, shall hereby ensure that minority and women business enterprises will be afforded full opportunity to submit bids for subcontracts. Further, there shall be no discrimination in employment practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in compliance with Government Code 12990.

Attention is directed to the provisions of the Bid and Contract Documents, which require retention from payments to the Contractor to secure performance under the Contract. Pursuant to California Public Contract Code Section 22300, and at the request and expense of the Contractor to whom the contract is awarded, acceptable securities (securities listed in

Government Code Section 16430, bank or savings and loan, certificates of deposit, interest bearing demand deposit accounts or standby letters of credit) equivalent to the retention amount shall be permitted in substitution of money withheld by the Agency to ensure performance under the Contract. Such securities shall be deposited with the Agency or with a California or Federally chartered bank or savings and loan as escrow agent who shall return such securities, along with any interest thereon, to the Contractor upon satisfactory completion and acceptance of the Work by the Agency.

The successful Bidder must comply with all prevailing wage laws applicable to the Project. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages set forth in the General Prevailing Wage Rates for this project are available at the California Department of Industrial Relations' Internet web site at https://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

The Agency reserves the right to reject any or all bids, to waive any irregularity(ies), and to take all bids under advisement for a period of sixty (60) calendar days after the date the bids are publicly opened. All costs incurred by bidders as a result of preparing bids under this Notice Inviting Bids shall be the sole responsibility of each bidder. This Notice Inviting Bids neither creates nor imposes any obligation upon the Agency to enter into a contract.

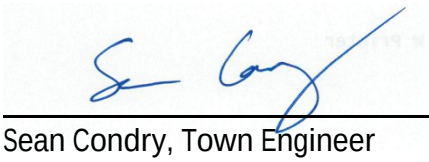
Liquidated damages are required by law and will apply to the Project in accordance with the Special Provisions.

Bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the appropriate classification(s) of contractor's license(s), for the work bid upon, and shall maintain the license throughout the duration of the Contract. Bidders must possess a current State of California CLASS A Contractor's License. Agency will accept bids only from Bidders that (along with all subcontractors listed in the bid) are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Subject to Labor Code Sections 1771.1(c) and (d), any Bid from an unregistered Bidder or that includes an unregistered subcontractor shall be returned and not considered; provided that if Bidder is a joint venture (Business & Professions Code Section 7029.1). Agency may accept a non-complying Bid provided that Bidder and all listed subcontractors are registered at the time of contract award.

This is a 30 working day contract.

Information and Questions: All questions and request for information must be submitted in writing via the Q & A section on the Town of San Anselmo Bid Page.

BY ORDER OF



Sean Condry, Town Engineer

8/28/2024
Date

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INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Contract Documents may be obtained from the Agency at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Any charge for the Contract Documents is stated in the Notice Inviting Bids.

The official version of all Contract Documents, which include plans, Instructions to Bidders, General Conditions, Special Provisions, bid documents, sample contract documents, certified payroll documents, close-out documents, any other appendices, attachments or exhibits (if any), and addendum (if any) shall be on the Agency's website at the Town of San Anselmo Bid Page. It shall be the Bidder's responsibility to thoroughly review the Contract Documents prior to submitting a bid. Referenced standards, codes, regulations and other materials may not be available on the website. It shall be the Bidder's responsibility to find sources for all such references.

The Agency shall also make the Contract Documents available for review in electronic form at one or more plan rooms at no charge, as required by Public Contract Code section 20103.7. Please Note: Prospective Bidders who choose to review the Contract Documents at a plan room must contact the Agency to obtain the required Contract Documents if they decide to submit a bid. The Agency, does not warrant, represent, or guarantee the accuracy, completeness, or adequacy of information provided from any third party source, including any plan room. The Agency shall not be responsible or liable in any way whatsoever for any loss or damages of whatever kind, nature, or scope, including, but not limited to, time, money or goodwill arising from errors, inaccuracies, or omissions in any documents and/or information retrieved from any third party source.

The Agency does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents.

2. EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE

Bidders shall be solely responsible for examining the Project work site and the Contract Documents, including any addenda issued during the bidding period, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could possibly affect the Work. Bidders are responsible for consulting the standards referenced in the Contract Documents. Bidders shall be solely responsible for their failure to inspect the Project work site and to examine the Contract Documents and inform themselves, shall proceed at their sole risk,

and no relief for error or omission will be given except as required under State law. Each Bidder shall identify any and all ambiguity(ies), inconsistency(ies),clarification(s) and/or necessary additional information regarding the Contract Documents and Project work prior to preparing its bid.

Each prospective Bidder is responsible for fully acquainting itself with conditions of the Site (which may include more than one location) and those relating to construction of the Work, fully understanding the facilities, difficulties and restrictions which may affect the cost or effort required to complete the Work.

By submitting a bid the Bidder certifies that:

a) The Bidder has carefully examined the Project Site, has taken steps to obtain all information concerning site conditions and is familiar with all conditions (including information that the Agency made available to all Bidders during the bid process, costs and physical conditions) affecting the performance of the Work, and

b) The Bidder has carefully examined the Project work and Contract Documents and its Bid, and affirmatively represents that the Project work, Contract Documents and its Bid contain no significant error, inconsistency or omission and the Bidder has requested additional information and clarification from the Agency in writing with respect to any such error(s), inconsistency(ies), ambiguity(ies), conflict(s) or omission and has received such information and clarification from the Agency, and

c) The Bid and Contract Documents are sufficient to have enabled the Bidder to determine the cost and duration of the Work and to enter into the Contract and the Bid and Contract Documents are sufficient to construct the Work in accordance with all applicable laws, statutes, buildings codes and regulations and otherwise to fulfill the Bidder's obligations under the Contract, and

d) The Bidder has requested each Subcontractor to carefully examine the Project Site, information concerning Site conditions, and Bid and Contract Documents with respect to the portion of the Work to be performed by such Subcontractor and that each Subcontractor has certified to the Bidder that such Subcontractor requires no additional information or clarification to perform the portion of the Work to be performed by such Subcontractor except as may have been requested in writing by the Bidder and to which the Agency has responded, and

e) That any deficiencies, ambiguities, conflicts, omissions or errors remaining in the Contract Documents at bid time have been considered in Bidder's costs of performing the work and are including within the total Bid amount, and that Bidder will build and deliver the project as defined in the Contract Documents as whole and complete project within the contract time and cost.

3. ESTIMATED QUANTITIES OF WORK OR MATERIAL

The quantities of work or material stated in the unit price items of the Bidding Sheet(s) are supplied only to give an indication of the general scope of work. The Agency does not expressly or by implication agree that the actual amount of work or material will correspond therewith. The Agency reserves the right to increase or decrease the quantity amount of any unit price item of the work by an amount up to and including 25 percent of any bid item(s), or to omit portions of such work as may be deemed necessary or expedient by the Engineer without a change in the unit price.

The Agency reserves the right to eliminate any item of work in its entirety in accordance with the General Provisions.

4. INTERPRETATION OF CONTRACT DOCUMENTS & REQUESTS FOR CLARIFICATION

The Bidder shall interpret the Contract Documents as a whole and inseparable. The Contract Documents are complementary and cooperative. Anything specified in the written documents and not shown on the plans, or shown on the plans and not specified in the Contract Documents shall be as though shown on or specified in both. Discrepancies, conflicts, ambiguities, omissions and errors from any part of the Contract Documents shall immediately be brought to the attention of the Agency by submission of a written Request for Clarification. Any Request for Clarification must be sent electronically via the Town's Bid Page no later than the date specified on said Bid Page. The Bidder shall be responsible for the prompt delivery of the request. The Agency may or may not respond to Bidder's requests for clarification.

5. ADDENDA

The Agency reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. Any response by the Agency to a request for clarification to the Contract Documents will be made by written addendum and will be posted on the Agency's website. If a Bidder has provided the Agency with their email address at a pre-bid meeting and requested electronic notification, the Agency will endeavor to send addenda electronically to the email addresses provided but makes no representation or warranty that Bidder will receive electronic notification; it is the Bidders sole responsibility to obtain any and all addenda. Any and all addenda shall be issued no later than 72 hours prior to the date and time fixed for the opening of bids. Failure of any Bidder to receive any addenda shall not relieve such Bidder from any obligations imposed by such addenda. All addenda so issued shall become part of the Contract Documents. Failure by the Bidder to include addenda in its bid may render the bid non-responsive and result in its rejection.

Pursuant to Public Contract Code section 4104.5, if the Agency issues an Addendum which includes material changes to the Work less than 72 hours prior to the deadline for submission of

bids, the Agency will extend the deadline for submission of bids. The Agency may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date.

It shall be the responsibility of all prospective Bidders to ensure that they have received any and all addenda. Each addendum will include a confirmation sheet indicating receipt of the addendum. This sheet must be signed and included with the bid for each addendum issued. Bids that do not include the confirmation sheet(s) for each addendum, if any, may be rejected as non-responsive at the sole discretion of the Agency.

6. ADDITIVE, DEDUCTIVE AND ALTERNATIVE BIDS

If an additive and/or alternate bid schedule is called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid schedule(s) only unless otherwise specified in the Notice Inviting Bids or by Addenda if issued to supersede the Notice Inviting Bids on this specific issue.

For a Contract where a deductive bid schedule is called for, the lowest bid will be determined by the total of all bid schedules including the deductive bid schedule(s).

The time required for completion of the additive/deductive or alternate bid items/schedules has been factored into the Contract Time and no additional time will be allowed for performing any of the alternate bid items unless the Contract Documents address this issue specifically and allow for more or less time based on the additive/deductive and/or alternative bids. Regardless of whether the additive/deductive or alternates bid items will be considered in determining the low bid, the Agency may elect to include any or none of the additive/deductive or alternate bid items/schedules, or to otherwise add or remove certain work from the scope of Work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs and expenses, which will be incurred by the Bidder for the Project.

7. WORK BY BIDDER'S OWN FORCES

It is the intention and requirement of the Agency to award a contract only to a Bidder who will perform with such Bidder's own forces (those who are in direct employment of the Bidder's organization) at least 50 percent (50%) of the work, exclusive of items designated on the Bid Schedule by the Agency as specialty items, if any. The percentage of work which will not be performed by a Bidder's own forces will be determined by adding the dollar value of all contracts shown on the List of Subcontractors in the Bid Forms (excluding the dollar amount of the specialty bid items), and dividing this total by the Bidder's Total Bid Amount (excluding the dollar amount of Specialty bid items).

The requirement for the Contractor to perform at least 50% of the contract work with its owns forces will be waived only for contracts where only a "B" License is required for the prime contractor.

8. LISTING OF SUBCONTRACTORS

The Bidder shall comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 et seq. ("Subcontracting Act"). Any references in these Bid and Contract Documents to the requirements of the Subcontracting Act are for the Bidder's reference, and shall not limit the Contractor's obligations under law.

The Bidder shall list only one subcontractor for each portion of the Work as is defined by the Bidder in the List of Subcontractors section of the Bid Schedule. Partial submittal or failure to include all required information regarding subcontractors may preclude the full analysis and review of the Bid and may be cause to disqualify the Bid as non-responsive.

At the preconstruction meeting, Contractor shall submit a copy of all listed subcontractor(s)' bids and subcontracts.

9. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the California Labor Code, Contractors and subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform to work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor shall be returned to the Agency. The successful Bidder, as Contractor, shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

10. PREVAILING WAGES

The Bidder shall refer to Section 7-1.02K(3) of the Special Provisions and Appendix 1 for all prevailing wage requirements.

The Agency has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at the Department of Public Works, 525 San Anselmo Avenue, San Anselmo, CA 94960 or may be obtained online at http://www.dir.ca.gov/dlsr. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this

requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The project is subject to State hourly minimum rates for wages and fringe benefits.

11. DBE (NOT USED)

12. COMPLETION OF BID FORMS

Bids shall only be prepared using originals or copies of the Bid Forms included in the Contract Documents, Appendix 1 and 2 and all addenda. The use of Bid Forms other than clear and correct photocopies of those provided by the Agency may be rejected by the Agency in its sole discretion as non-responsive.

Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall not delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER TO COMPLETE ALL BID FORMS IS REQUIRED. Deviations in the Bid Form may be rejected by the Agency as non-responsive.

The signature of all persons signing the bid proposal shall be in longhand by an individual clearly authorized to bind the Bidder Company. The Bidder shall provide evidence that the individual(s) signing the Bid Forms are authorized to bind the legal entity of the Bidder. The notarization does not constitute such proof unless the legal entity of the Bidder is an individual.

13. SUBCONTRACTOR BIDS (NOT USED)

14. NOTARY PUBLIC

All signatures on the bid bond and both required surety bond forms shall be notarized on each document.

15. BID GUARANTEE

Bids shall be accompanied by a certified check or a cashier's check made payable to the order of the Agency, or a bid bond payable to the Agency and executed by the Bidder as principal and surety as obligor, in an amount equal to at least ten percent (10%) of the amount bid. The bond

and Surety qualifications shall be in conformance with the General Provisions. Personal sureties and unregistered surety companies are unacceptable. Said check, or bond shall be given as a guarantee that the Bidder will enter a contract if awarded the work, and shall provide the required payment and performance bonds and insurance certificates and in case of within five (5) working days after being requested to do so by the Agency. Refusal or failure to enter into said contract and provide the required documents may result in forfeiture of the Bidder's bid guarantee or bond to the Agency and the Agency may award the contract to another Bidder, or may call for new bids. A bid received and not accompanied by such certified check, cashier's check, or approved bond will be considered non-responsive and rejected.

16. PENALTY FOR COLLUSION

If at any time it is found that the person, firm, or corporation to whom the Contract has been awarded, has, in presenting any bid or bids, colluded with any other party or parties, then the Contract so awarded shall be null and void, and the Agency may advertise for new bids and contract for such work. The Contractor and the Contractor's sureties shall be liable to the Agency for all loss or damage, which the Agency may suffer thereby.

17. SUBMISSION OF SEALED BIDS

No oral or telegraphic modifications will be considered.

Bids may be mailed, sent by overnight delivery, delivered by messenger, or personally delivered to the Department of Public Works, 525 San Anselmo Avenue, San Anselmo, CA 94960 in such manner to ensure receipt of the Bid on or before the day and hour set for the opening of bids in the Notice Inviting Bids. The bid shall be enclosed in a sealed envelope bearing the title of the project, the name of the Bidder, the date/hour of the opening, and the appropriate State Contractors license designation, which the Bidder holds. If by commercial carrier the sealed bid must be in a sealed box or envelope and the following shall be clearly legible marked on the outside of the sealed box or envelope,

"SEALED BID FOR CIP Project NO. 2024 HAWK, SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE PEDESTRIAN HYBRID BEACON PROJECT - DO NOT OPEN WITH REGULAR MAIL".

It is the sole responsibility of the Bidder to see that their bid is received at the proper time. Any bids received after the scheduled closing time for receipt of bids shall not be opened and will be rejected. Late bids will be made available for the Bidder to retrieve up to 7 days after the bid opening. If the Bidder does not retrieve the late bid after 7 days, it will be disposed of by the Agency.

18. AGENCY PHONES WILL NOT BE AVAILABLE TO BIDDERS ON BID DAY.

Agency does not represent or warranty that any telephone service will be made available to prospective Bidders. It is the sole responsibility of the Bidder to make arrangements for any communications on Bid day.

19. PUBLIC OPENING OF BIDS

Bids shall be opened and read publicly and the aggregate bid of each Bidder shall be declared at the time and place indicated in the Notice Inviting Bids of these Contract Documents. Bidders or their authorized agents are invited to be present. The apparent low Bid amount and Bidder will be announced on the basis of how the bids shall be compared as stated in the Notice to Bidders or superseding Addenda. The Agency will subsequently evaluate Bid responsiveness, Bidder qualifications and responsibility, and any other matters Agency deems necessary to determine the lowest responsive and responsible bidder in accord with the Contract Documents.

20. BID RESULTS

To obtain bid results, either attend the bid opening or check the website at the Town of San Anselmo Bid Page. Bid results will not be provided over the telephone.

21. QUALIFICATIONS OF BIDS

After the bids are publicly opened, the Agency shall review all bids for responsiveness to these Instructions to Bidders, Bid Forms, and applicable law, compare the bids to the Engineer's Estimate for value and to verify a balanced bid.

After the lowest monetary and responsive Bidder has been determined, the Agency will review the Bidder in order to determine whether it is the lowest responsible Bidder. The term "responsible" is defined by California law, but generally means that the Bidder is able to demonstrate: (1) the capacity to perform the Work required by these Contract Documents with respect to financial strength, resources available, and experience; and (2) its integrity and trustworthiness to complete performance of the Work in accordance with the Contract Documents.

The Agency will make its determination of responsibility based upon information submitted by the Bidder contained in the Bid Forms and interviews with previous agencies, clients, design professionals, or subcontractors with whom the Bidder has worked.

The Agency in its absolute discretion reserves the right to reject any or all bids, and to waive any informalities or minor irregularities in any Bid. The Agency may require Bidders to submit additional or clarifying information. A bid shall not be binding upon the Agency until after the Contract is signed by both the Contractor and the Agency and delivered to the Bidder by the Agency's authorized representative.

22. DISQUALIFICATION OF BIDDERS

There are several reasons that the Agency may disqualify a Bidder. Some of the more common reasons Bidders are disqualified include, but are not limited to:

a) Bidder submits or has a financial interest in more than one bid. However, a person, firm, corporation or other entity that has submitted a proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a proposal or quoting prices to other Bidders submitting a bid to the Agency. No person, firm, corporation, or other entity may submit a proposal to a Bidder, or quote prices of materials to a Bidder, when also submitting a prime bid for the Work.

b) Submittal of unbalanced bids in which the prices for some items are out of proportion to the prices for other items of work.

c) Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

d) Uncompleted projects of similar scope and size or poor safety record, which, in the judgment of the Agency, might hinder or prevent the prompt completion of additional work if awarded.

e) For being in arrears on existing contracts, history of claims, in litigation with the Agency, or having defaulted on a previous contract.

f) Lack of competency as revealed by the financial statements or statements of experience, plant, and equipment.

g) Lack of financial strength based on, but not limited to, financial statements, available resources, bonding capacity, or available insurance.

h) Evidence of collusion among Bidders.

i) Modification of a Bid Form.

j) Submittal of an incomplete bid and/or failure to include all required information either of which precludes full analysis and review of said Bid and/or which precludes meaningful comparison of the Bid with other bids received by the Agency.

23. WITHDRAWAL OF BID

Any proposal may be withdrawn prior to the hour and date for Bid Opening set forth in the Notice Inviting Bids, provided that a request in writing, executed by the Bidder or his duly authorized representative, for the withdrawal of such proposal, is filed with the Agency. The withdrawal of

a proposal shall not prejudice the right of a Bidder to file a new proposal. Any request to withdraw a bid after bid opening must be made in accordance with Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail how the mistake was made. Whether a bid is allowed to be withdrawn under PCC section 5100 et eq. shall be at the Agency's sole discretion.

24. REJECTION OF BIDS

The Agency, in its absolute discretion, reserves the right to reject any or all bids, and to waive any informalities or minor irregularities in the Bids. Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind or if the confirmation of addenda and required supplemental information set forth in the bid forms are not submitted with the bid.

25. BID PROTEST PROCEDURE

Any bid protest relating to the form or content of the Bid, or in connection with the Contract Documents or responses to requests for clarification, or directly or indirectly concerning the Project must be submitted in writing to the Agency's Procurement Administrator at the Department of Public Works, San Anselmo, CA 94960 at least ten (10) business days before the initial date set for the bid opening. Any Bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the Bid, in connection with the Contract Documents, responses to requests for clarification, and directly or indirectly concerning the Project not previously stated in writing.

Submitted bids will be made available for review upon written request of any Bidder.

Bidders may file a "bid protest" of any Bid(s) with the Agency's Department of Public Works, 525 San Anselmo Avenue, San Anselmo, CA 94960. The bid protest must satisfy all of the following requirements:

A. Be filed in writing not later than 5:00 p.m. on the fifth business day after the bid opening date;
B. Clearly identify the specific alleged irregularity or other basis for the bid protest;
C. Specify, in detail, the factual and legal grounds for the bid protest; and
D. Include all relevant supporting documentation with the bid protest at time of filing.

If the bid protest does not meet all of these requirements, the Agency may reject it without further review.

If the bid protest is timely and complies with all of the above requirements, the Agency's Director of Public Works, or other designated Agency staff member, shall review the bid protest, any response from the challenged Bidder, and all other relevant information. The Agency may at its

discretion prepare a response to the bid protest. Agency staff may make recommendations to the awarding authority to consider, accept, or reject any bid protest(s) in connection with the award of the contract for the Project.

BIDDER'S PROPOSAL

SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE
PEDESTRIAN HYBRID BEACON PROJECT
CIP Project No. 2024 HAWK

The undersigned hereby proposes to furnish any and all labor, materials, and equipment for the SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE PEDESTRIAN HYBRID BEACON PROJECT, CIP Project No. 2024 HAWK, and appurtenant work in connection therewith, said work to be done and materials to be furnished in strict conformity with the Contract Documents, including but not limited to the Notice Inviting Bids, Instructions to Bidders, every Addendum, plans, specifications, General Conditions, Special Provisions, General Provisions, Standard Plans, Standard Specifications, technical references, all other referenced documents, all codes, permit conditions and regulations, for the total amount(s) and any unit prices and additive/deductive items shown on this proposal.

The undersigned has examined the location of the proposed work and all local and physical conditions and challenges presented by the Project site, is familiar with the plans, specifications, Contract Documents (particularly as delineated above) and the requirements of the Public Works Contract, and also understands that the Project shall be completely constructed in turn-key condition acceptable to the Owner within the Project time requirements for the price of the proposal, including all fees and sales and/or use tax upon any materials so furnished, including any unit prices and additive/deductive items. The undersigned has also carefully checked all of the figures given and understands that the Agency will not be responsible for any errors or omissions on the part of the undersigned in submitting this proposal.

Contractor confirms that his/her/its bid is submitted with respect to the changes to the Contract and/or Contract Documents included in all addenda issued by the Owner.

In addition to reaffirming that the changes and information contained in the addenda have been integrated into their proposal, Contractor acknowledges receipt of Addenda No.(s)_____.

The undersigned has examined the current State of California schedule of prevailing wage rates for the types of work to be done on this project and agrees to pay not less than these rates.

The undersigned hereby proposes to furnish any and all labor, materials, and equipment for the SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE PEDESTRIAN HYBRID BEACON PROJECT, CIP Project No. 2024 HAWK, and appurtenant work in connection therewith, said work to be done and materials to be furnished in strict conformity with the Contract Documents, including but not limited to the Notice Inviting Bids, Instructions to Bidders, every Addendum, plans, specifications, General Conditions, Special Provisions, General Provisions, Standard Specifications, Standard Plans, all other referenced documents, all codes, permit conditions and

regulations, for the total amount(s) and any unit prices and additive/deductive items shown on this proposal.

BID SCHEDULE

BASE BID – SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE PEDESTRIAN HYBRID BEACON PROJECT, CIP Project No. 2024 HAWK					
ITEM No	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED ITEM AMOUNT
1	Mobilization	LS	1		
2	Construction Area Signs and Traffic Control	LS	1		
3	Water Pollution Control Plan	LS	1		
4	Install Thermoplastic Stop Bar, 2' wide	SF	80		
5A	Remove and Salvage Roadside Sign	EA	2		
5B	New Roadside Sign – R10-6	EA	2		
5C	New Roadside Sign – R10-23A	EA	2		
5D	Remove and Reuse Roadside Sign	EA	2		
5E	New Sign Post Extender	EA	1		
6	Traffic Signal and Lighting System	LS	1		
				TOTAL BASE BID (numbers)	

********** END OF BASE BID ITEMS **********

BASE BID TOTAL (in words) _____

Contractor's Initials _____

In the event of a variation between the unit price and extended total, the unit price will be used and the corrected extension will be considered as the amount bid. If the bid is illegible and cannot be reconciled it will be considered non-responsive and will not be considered for award.

If an additive and/or alternate bid schedule is called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid schedule(s) only unless otherwise specified in the Notice Inviting Bids or by Addenda if issued to supersede the Notice Inviting Bids on this specific issue.

For a Contract where a deductive bid schedule is called for, the lowest bid will be determined by the total of all bid schedules including the deductive bid schedule(s).

Regardless of whether the additive/deductive or alternates bid items will be considered in determining the low bid, the Agency may elect to include any or none of the additive/deductive or alternate bid items/schedules, or to otherwise add or remove certain work from the scope of Work. Accordingly, Contractor warrants that each bid item contains a proportionate share of profit, overhead and other costs and expenses, which will be incurred by the Contractor for the Project.

If equal low bids are received from responsible and responsive bidders the selection shall be made by drawing lots, or other similar random blind method selected by the Agency. If only one responsive bid is received from a responsible bidder the award shall not be made unless the price can be determined to be reasonable based on an analysis by the Agency. The Agency's determination as to the reasonableness of any such bid shall be final.

The Agency reserves the right to reject any or all bids, to waive any irregularity(ies), and to take all bids under advisement for a period of sixty (60) calendar days after the date the bids are publicly opened. Bidder acknowledges that all costs incurred as a result of preparing the proposal shall be the sole responsibility of Bidder. The Notice Inviting Bids and Instructions to Bidders does not create or impose any obligation upon the Agency to enter into a contract.

All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for public inspection within two business days of bid opening.

The quantities listed in the bid proposal are provided to give a general indication of the scope of the work and for the comparison of bids. No warranty is made, either expressed or implied, that the actual quantities of work to be done will correspond therewith. Item numbers followed by "(S)" are designated as specialty items which will not be included towards the calculation of minimum of 50 percent of work to be performed by Contractor's own forces.

By signing and submitting this bid the Contractor confirms that they are familiar with the work site and all existing conditions that may affect their work and that they have read and agree to all the terms, conditions and requirements contained or referenced herein or in the Contract Documents and that all the aforementioned has been included in the bid prices listed above,

including items of work that may not have a specific pay line item and that there shall be no additional costs to the Agency.

WARNING: If an addendum or addenda have been issued by the Agency and not noted above as being received by the bidder, this Bid may be rejected.

Complete the following:

_____
Legal name of the business, DIR Reg. and Contractor License Nos.

_____
Business Type (Corporation, Partnership, Sole Proprietor)

_____
DBA (if any)

_____
Name and title of the owner

_____
Name and title of second partner or officer

_____
Business Address

_____
Telephone number

_____
Facsimile number

_____
Name and Email address of primary contact

_____
Company web address

_____	_____
Signature of Bidder Date	Signature of Bidder Date
_____	_____
Print name and title	Print name and title

(If the Bidder is a corporation two signatures of corporate officers are required.)

CERTIFICATE REGARDING CONTRACTOR'S LICENSE

1. Contractor is required to possess one of the following State Contractor's License:

State of California Class A Contractor's License

2. A failure to (1) possess the required license, (2) truthfully set forth the following information, and/or (3) execute this Certificate may render the proposal nonresponsive and permit the Town to reject the proposal. (Business and Professions Code Section 7028.15)

3. Contractor declares, under penalty of perjury, that he/she/it possesses the required Contractor's license(s) which:

a. Bears the license number(s): _____

b. Expires on: _____

Signature of Bidder	Date	Signature of Bidder	Date
Print name and title		Print name and title	

(If the Bidder is a corporation two signatures of corporate officers are required.)

This required license determination has been made by the Agency. Any Contractor holding a different license who feels he is qualified to bid on this work must so advise the Agency at least seven (7) days prior to the bid opening. The Agency may conduct a review of the contemplated work to re-evaluate the required license determination. The Agency may in its sole discretion maintain or change the required license determination; Agency's decision as to the required license will be final.

BID SECURITY FORM FOR CHECK

NOTE: THE FOLLOWING FORM SHALL BE USED IN THE CASE OF CHECK ACCOMPANYING BID

Accompanying this proposal is a Certified Check or Cashier's Check payable to the order of the Town of San Anselmo, hereinafter referred to as "Agency", for _____dollars ($_____), this amount being 10 percent (10%) of the total amount of the bid. This check shall be returned to the undersigned only if either of the following occurs:

A. If said Bid shall be rejected by the Agency;

B. If said Bid shall be accepted by the Agency and the Undersigned shall execute and deliver a Contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish bonds required for his/her/its faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Contract created by acceptance of said Bid.

Otherwise, said check shall become the property of the Agency.

Said check shall also become the property of the Agency if the Undersigned shall withdraw his/her/its bid within the period of sixty (60) calendar days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another bidder.

Signature of Bidder Date	Signature of Bidder Date
Print name and title	Print name and title

(If the Bidder is a corporation, two signatures of corporate officers are required.)

BID SECURITY FORM FOR BOND

KNOW ALL BY THESE PRESENTS:

That the undersigned

_____

(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, TOWN OF SAN ANSELMO, a political subdivision of the State of California, as obligee, in the penal sum of (Dollar Amount In Words) _____ Dollars ($_____) lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal's base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal is submitting a Bid for Sir Francis Drake Boulevard and Saunders Avenue Pedestrian Hybrid Beacon Project, consisting of, but not limited to: Installation of hybrid pedestrian beacon traffic signal and lighting system, associated signage and thermoplastic striping in the town of San Anselmo, for which bids are to be opened at the Town of San Anselmo Council Chambers, 525 San Anselmo Ave, San Anselmo, California on October 1, 2024 at 10:00 a.m.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under the Instructions to Bidders, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 20__.
(Month)

(Corporate Seal)

By _____
Principal

By _____
Surety

(Corporate Seal) By _____

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[Town], _____[state].

_____	_____
Signature of Bidder Date	Signature of Bidder Date
_____	_____
Print name and title	Print name and title

(If the Bidder is a corporation, two signatures of corporate officers are required.)

CONTRACTOR'S REFERENCE LIST

Attach to this bid a list of three (3) projects in the past five (5) years on which the bidder and his subcontractor(s) have successfully constructed and completed projects with the same type (elements), size and complexity of work. The Agency Engineer will make the final determination of whether the projects listed here are of the same type, size and complexity as this project.

Failure of bidder to supply sufficient documentation of similar roadway traffic signal work experience shall be considered grounds for a non-responsive bid and, at the Agency's discretion, said bid will be disqualified.

Project Name: _____

Contract Price: _____ Date of Completion: _____

Name, Address, and Telephone Number of Owner's Representative:

_____

_____

Project Name: _____

Contract Price: _____ Date of Completion: _____

Name, Address, and Telephone Number of Owner's Representative:

_____

_____

Project Name: _____

Contract Price: _____ Date of Completion: _____

Name, Address, and Telephone Number of Owner's Representative:

_____

_____

(Attach additional pages as necessary)

List of Subcontractors

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

In accordance with Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location	**Line Item & Description**	**Subcontract Amount**	**Percentage of Bid Item Sub-contracted**	**Contractor License Number / DIR Reg Number**	**DBE (Y/N)**	**DBE Cert Number**	**Annual Gross Receipts**
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.
Name: City, State:							☐ <$1 million ☐ <$5 million ☐ <$10 million ☐ <$15 million Age of Firm: ___ yrs.

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 10, below.

STATEMENT OF CONVICTIONS

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as the Contractor, I certify that I am aware of the Labor Code Section 3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Please note that the submittal of this certificate does not relieve Contractor from complying with all of the insurance requirements of the Public Works Agreement and Contract Documents.

CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Section 1773, which requires the payment of prevailing wage on public projects. Contractor and any subcontractors under the Contractor shall comply with Labor Code Section 1776 regarding wage records, and with Labor Code Section 1777.5 regarding the employment and training of apprentices. Contractor is responsible to ensure compliance by any and all subcontractors performing work under this Contract.

CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Labor Code Sections 1777.1 and 1777.7 Code, and Contractor and Subcontractors are eligible to bid and work on public works projects.

CERTIFICATION OF NON-DISCRIMINATION

By my signature hereunder, as the Contractor, I certify that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, age or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principal of equal opportunity in employment will be demonstrated positively and aggressively.

CERTIFICATION OF NON-DISQUALIFICATION

By my signature hereunder, as the Contractor, I swear, under penalty of perjury, that the below indicated Bidder, any officer of Bidder, or any employee of Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or safety regulation, except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If a statement of "Previous Disqualifications" is attached, please explain the circumstances.

CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

By my signature hereunder, as the Contractor, pursuant to Labor Code Section 2810(a), I certify that, if awarded the Contract based on the undersigned's Bid, the Contract will include funds sufficient to allow the Contractor to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided. I understand that Owner will be relying on this certification if it awards the Contract to the undersigned.

1. CERTIFICATION REGARDING DIR CONTRACTOR / SUBCONTRACTOR REGISTRATION

By my signature hereunder, as the Contractor, I certify that Contractor, and all listed Subcontractors are the subject of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code. Contractor's registration number is *[please complete]* _____.

CERTIFICATION OF _____

BIDDER:

_____ _____

Signature of Bidder	Date	Signature of Bidder	Date
Print name and title		Print name and title	

(If the Bidder is a corporation, two signatures of corporate officers are required.)

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

TOWN OF SAN ANSELMO BID AND CONTRACT DOCUMENTS

TOWN OF SAN ANSELMO CONTRACTOR AGREEMENT

SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE

PEDESTRIAN HYBRID BEACON PROJECT, CIP PROJECT NO. 2024 HAWK

This Town of San Anselmo Contractor Agreement ("Agreement") is made and entered into for the above referenced Project by and between the Town of San Anselmo ("Agency"), and _____ ("Contractor") on the _____ day of _____, 20__.

In consideration of the mutual covenants and agreements set forth herein, Agency and Contractor have mutually agreed as follows:

1. CONSTRUCTION

The Contractor agrees to do all the Work in connection with the SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE PEDESTRIAN HYBRID BEACON PROJECT, CIP 2024 HAWK to be constructed at the intersection of Sir Francis Drake Boulevard and Saunders Avenue in the Town of San Anselmo, California, including to furnish any and all labor, services, materials and equipment to construct and complete the Project, and appurtenant work in connection therewith, said work to be done and materials to be furnished in strict conformity with the Contract Documents, including but not limited to this Agreement, approved Change Orders, Notice Inviting Bids, Instructions to Bidders, Bidder's Proposal and Information Required for Bid Submittal, Bid Schedules, Addenda and/or Bulletins, plans, Special Provisions (Specifications), General Conditions, General Provisions, 2010 Caltrans Standard Specifications, 2010 Caltrans Standard Plans, technical references, all other referenced documents, all codes, permit conditions and regulations, for the total amount(s) and any unit prices and additive/deductive items, including all work, labor, services, materials and equipment described and reasonably inferable from documents enumerated in Exhibit "A" attached hereto and incorporated herein by reference (such construction and furnishing of labor, service, materials and equipment hereinafter referred to as the "Work") in a good workmanlike manner according to any and all applicable best practices to the satisfaction of the Agency. The term Contract Documents shall mean this Agreement, and all of the items enumerated in Exhibit "A" and all change orders or addenda issued by the Agency with respect thereto. Agency must consent in writing to any changes in the scope of Work. Exhibit

"A" shall be deemed revised in accordance with any revisions for which Agency's consent has been issued. Any revisions to the scope of Work for which Agency's written consent has not provided shall be null and void and done at the risk and sole expense of the Contractor.

2. CONTRACT PRICE

Agency hereby agrees to pay and the Contractor agrees to accept as full compensation for all Work performed in accordance with these Contract Documents the Contract Price as set forth in Exhibit "B", Contract Price, attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

3. TIME FOR PERFORMANCE

Time is of the essence in Contractor's performance of the Work for this Agreement. Contractor agrees to diligently pursue the performance and completion of the Work in every detail to the satisfaction of the Agency, exclusive of maintenance periods, within the specified duration set forth in the Notice to Proceed. All timing requirements shall be strictly adhered to unless otherwise modified by the Agency in accordance with the Bid and Contract Documents.

4. DELAYS AND EXTENSIONS OF TIME

Delays and extensions of time will be handled by Agency and Contractor pursuant to the Special Provisions. However, Contractor must comply with the written notice requirement, as well as timely report back-up information, in strict compliance with the requirements of the Special Provisions; Contractor's failure to submit these items within the times specified will constitute a waiver of the extension of time and payment for delay and will be ground for refusal by the Agency to consider such request.

5. LABOR CODE REQUIREMENTS

Pursuant to Labor Code Section 1771.1, the Contractor and all subcontractors shall be registered with the Department of Industrial Relations. Pursuant to Labor Code Section 1771.4, the Contractor is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor, and any subcontractor engaged by Contractor, must pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to Town up to $50.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

Contractor acknowledges and agrees to abide by the provisions of California Labor Code §§ 1720, et seq., as well as 1771, 1773, 1773.1, 1773.2, 1773.6, 1773.7, 1774, 1775 1776 and 1777, pertaining to the obligation to pay prevailing wages with respect to the performance of work ("Prevailing Wage Laws"). Contractor shall defend, indemnify, and hold the Town, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Contractor acknowledges that under California Labor Code sections 1810 et seq., eight hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to Town the sum of $25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813.)

6. NON-DISCRIMINATION

Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work because of the race, religion, creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age of such person, except as may be permitted by California Government Code section 12940. Contractor is responsible for compliance with this section.

7. AUTHORIZED AGENCY REPRESENTATIVES

On behalf of the Agency, the Town Engineer of the Town of San Anselmo shall be the Agency's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement. The Town Engineer may delegate authority in connection with this Agreement to his/her assigned designees.

8. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless Town, its elected officials, officers, employees and agents from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which Town may suffer or incur or to which Town may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of any negligent or willfully wrongful acts or omissions of Contractor, its officers, employees, agents, or subcontractors committed in performing any Work under this Contract, excluding Claims occurring as a result of the Town's sole negligence or willful acts or omissions.

If any action or proceeding is brought against Town by reason of any of the matters against which Contractor has agreed to indemnify Town as provided above, Town need not have first paid for any of the matters to which Town is entitled to indemnification in order to be so indemnified. In the event of any Claim made against Town, Town may, in its sole discretion, reserve, retain or apply any funds due to Contractor under this Contract for the purpose of resolving such Claim. The provisions of this section will survive the expiration or earlier termination of this Agreement.

9. CARTWRIGHT ACT ASSIGNMENTS. In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any or subcontractor is deemed to have offered and agreed to assign to Town all rights, title, and interest in and to all causes of action it may have under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time Town tenders final payment to Contractor, without further acknowledgement by the Parties.

10. INSURANCE

Contractor agrees to have and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit "C" ("Insurance"), which is made a part of this Agreement.

Further, by signing below Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions

of that Code, and agrees to comply with such provisions before commencing the performance of the Work of this Agreement. Additionally, Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code, including requiring each subcontractor to execute the following certification:

> "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

11. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Agency and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

12. PROJECT DOCUMENTATION

All data, drawings, maps, models, notes, books, documents, papers, daily reports, schedules, time and materials tickets, employee time sheets, accounting records and other evidence pertaining to costs incurred, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of Town. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to Town in its possession, but may retain copies of any of the Project Documents it may desire.

Contractor shall maintain the Project Documents and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement any documents not turned over to Agency for inspection by Agency.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Agency, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions

include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Agency seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 13, above:

_____ (Initial) _____ (Initial)

14. INDEPENDENT CONTRACTOR

Contractor is and will at all times remain as to Town a wholly independent contractor and shall not be an employee, agent, partner or joint venturer of the Agency. Agency shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Agency shall not have the right to control the means by which Contractor accomplishes such services. Neither the Town nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of Town.

15. LICENSES AND PERMITS

Contractor must, at Contractor's sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by Town. Contractor represents and declares to Agency that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the San Anselmo Municipal Code.

16. GENERAL PROVISIONS

a) Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

b) Assignment. Contractor may not assign this Contract without the prior written consent of Town, which consent may be withheld in the Town's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

c) Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

d) Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and Town prior to the execution of this Contract.

e) Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Town Council or Town Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

f) Counterparts and Facsimile Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.

g) Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by Town of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

h) Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

i) Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

j) Venue. In the event of litigation between the Parties, venue in state trial courts will be in the County of Marin. In the event of litigation in a U.S. District Court, venue will be in the Northern District of California, in San Francisco.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

AGENCY:

Town of San Anselmo

By: _____

David P. Donery, Town Manager

CONTRACTOR:

_____

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

_____
Contractor's Town Business License No.

_____
State Contractor License No. & Class

_____
DIR Registration No. & Exp.

_____
Street Address, Town, State, Zip Code

ATTEST:

By:

_____

Serge Avila, Town Clerk

APPROVED AS TO FORM:

By:

_____

Megan Holt Acevedo, Town Attorney

[NOTE: In the event the Contractor is a Corporation, the signatures of two separate persons holding different offices must be provided.]

EXHIBIT A

CONTRACT DOCUMENTS

Town of San Anselmo Contractor Agreement

Change Orders issued by Agency, signed by Contractor and (if necessary) approved by Town Council

Notice Inviting Bids, Instructions to Bidders, and Bidder's Proposal and Information Required for Bid Submittal

Bid Schedule(s)

Addenda and/or Bulletins

Plans

Special Provisions (Specifications)

General Conditions

Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation, dated 2010

Standard Plans of the State of California, Business and Transportation Agency, Department of Transportation dated 2010. Permits issued by jurisdictional regulatory agencies.

Electric, gas, telephone, and cable television company specifications and standards

Notice of Award

Notice to Proceed

Certificate(s) of Required Insurance and Worker's Compensation Insurance

Security for Payment (Labor & Materials) and Performance

Escrow Agreement for Security Deposits in Lieu of Retention

EXHIBIT B

CONTRACT PRICE

[NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS]

The Contract Price for performing all Work described in the Contract Documents, including labor, materials, services and equipment is the total amount of all lump sum items and of all unit price sums, determined by multiplying the unit price for each item times the actual quantity of each such item, as determined by the Agency.

GENERAL PROVISIONS

A. Definitions and Terms

TOWN: Town shall mean the Town of San Anselmo, a political subdivision of the State of California, or, if applicable, the public entity awarding this contract by action of the Town Council sitting as the governing body of such *public* entity, except as provided in Section K, "Indemnity and Insurance Requirements."

TOWN COUNCIL: Town Council shall mean the governing body of San Anselmo.

DIRECTOR OF PUBLIC WORKS/ENGINEER: Director of Public Works/Engineer shall mean the Director of the Department of Public Works of San Anselmo, acting on behalf of the Town or ex officio as engineer of the awarding entities as described under the definition of "Town ", or his authorized agent acting within the scope of his authority, who shall act as the representative to the Town during the term of the contract.

STANDARD SPECIFICATIONS: Standard Specifications shall mean the Standard Specifications of the State of California, Business, Transportation and Housing Agency, Department of Transportation, dated 2010. Any reference therein to a State Agency or officer shall be interpreted as if the corresponding Town Office or officer acting under this contract were so specified.

STANDARD PLANS: Standard Plans shall mean the standard plans of the State of California, Business and Transportation Agency, Department of Transportation dated 2010.

UNIFORM CONSTRUCTION STANDARDS: Uniform Construction Standards shall mean the Uniform Construction Standards approved and adopted by the Cities of Marin and County of Marin, in May 2008.

CONTRACT DOCUMENTS: The work shall conform to the requirements of all the following contract documents:

- Project Plans.
- The Standard Specifications, insofar as they may apply.
- The Standard Plans, insofar as they may apply.

- The Uniform Construction Standards, insofar as they may apply.
- These specifications, including the Notice to Contractors.
- The Proposal and the Contract (or Agreement).
- The two (2) contract bonds required herein.
- Any supplemental agreements amending or extending the work.
- Executed Contract Change Orders.
- Permits from other agencies.
- Any working drawings, sketches, or instructions clarifying or enlarging upon the work specified herein.
- Pertinent portions of any other documents included by reference thereto in these specifications, the Standard Specifications, or the Plans.

In case of conflict between the Standard Specifications and these following provisions, these provisions shall take precedence over and be used in lieu of such conflicting portions. It is the intent of this contract to obtain a finished, workmanlike job, complete in place.

In the event of any conflict, doubt, or questions arising with respect to the true meaning of the contract documents, reference shall be made to the Director of Public Works and his decision shall be final.

B. Proposal Requirements and Conditions

The bidder's attention is directed to the provisions in, "Proposal Requirements and Conditions," of these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

In addition to the subcontractors required to be listed, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond will be found with the Proposal documents.

In conformance with Public Contract Code Section 7106, a Non-Collusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Non-Collusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

All proposals shall be made in strict accordance with the Instructions to Bidders.

Unless otherwise required by the Special Provisions, the Contractor shall guarantee all work done under the Contract to be free from faulty materials and workmanship for a period of one (1) year from the date of acceptance by the Town Council, and shall furnish a defective material and workmanship bond as provided in "Contract Bonds" of the Instructions to Bidders. Guarantee Form in contract section must be executed prior to requesting acceptance of the project.

The Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the Town.

The Contractor further agrees, that within ten (10) calendar days after being notified in writing by the Town of any work not in accordance with the requirements of the Contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time (not to exceed thirty (30) days after commencement of the repair work). In the event the Contractor fails to comply, it does hereby authorize the Town to proceed to have such work done at the Contractor's expense and he will honor and pay the costs and charges upon demand. The Town shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

C. Award and Execution of Contract

Award and execution of the Contract shall be as provided for in the Special Provisions, Instructions to Bidders, and Notice Inviting Bids.

The Agreement shall be signed in triplicate by the Agency and the Contractor.

Execution of the Agreement by the Contractor is a representation that the Contractor has visited the Project Site(s), become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.

D. Beginning of Work, Time of Completion and Liquidated Damages

Beginning of Work and Contract Time. All time limits stated in the Contract are of the essence. The Contractor shall diligently and continuously prosecute the work to completion within 30 working days after the date of commencement of work as specified in the Notice to Proceed. Unless otherwise specified in the Contract Documents, the time of completion of the Contract shall be expressed in working days.

Liquidated Damages. Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor shall pay to the Agency, or have withheld from monies due it, the sum of $2,800 for each consecutive calendar day in excess of the time specified for completion of the Work plus additional days approved by the Engineer.

Execution of the Contract shall constitute agreement by the Agency and Contractor that amount specified as liquidated damages per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

E. Scope of Work

Reference is made to Section 4 of the Standard Specifications.

F. Control of Work

Reference is made to Section 5 of the Standard Specifications.

The Contractor shall designate in writing before starting work, for approval by the Engineer prior to construction, an authorized representative who shall have the authority to represent and act for the Contractor. The authorized representative shall be the same person from the beginning to the end of the project.

Said authorized representative shall be present at the site of work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Said authorized representative shall have a mobile phone at the site at all time while work is in progress.

Full compensation for providing Superintendence shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

G. Preconstruction Conference

Subsequent to the issuance of the Notice to Proceed, but prior to the commencement of work, a preconstruction conference will be held at the San Anselmo Town Hall, San Anselmo, California for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, signs and traffic control, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work, including major subcontractors.

At this meeting, the Contractor shall provide an emergency contact list. The list shall contain the names, phone numbers, fax number and address. The Contractor shall also provide the contact information for the local Insurance Agent(s). The contact information shall include the insurance company name, the local agent's name, local phone and fax numbers and local address.

In addition, at this meeting the truck routes shall be discussed. The truck route shall be written and mapped by the Contractor and submitted to the Engineer for review and approval seven (7) calendar days prior to the commencement of any project trucking. All trucking contractors and sub-contractors shall be notified in writing of the project truck routes.

Additionally, an on-site preconstruction meeting may be held for the purpose of discussing site specific matters.

H. Control of Materials

Reference is made to Appendix 2, Closeout Documents

I. Legal Relations and Responsibility

Replace section 7-1.02A General with:

Comply with laws, regulations, orders, and decrees applicable to the project. Indemnify and defend the Town of San Anselmo; the public entity awarding this contract by action of the Town Council sitting as the governing body of such public entity; and the Town's employees, officers, and agents against any claim or liability arising from the violation of a law, regulation, order, or decree by you or your employees or any individual or company furnishing resources or activities for you. Immediately report to the Engineer a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

You shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.
If the Town incurs any fines or penalties because of your failure to comply with a law, regulation, order, or decree, the Town deducts the amount of the fine or penalty.
Immediately notify the Engineer if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

A Town business license must be held.

Add to section 7-1.02I(2) Nondiscrimination:

Contractor must comply with the STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE, SECTION 12990). Contractor must include Section 7-1.02I(2) in all subcontracts.

Replace section 7-1.02K(3) Certified Payroll Records (Labor Code § 1776):

Prevailing wages, records and reporting. The provisions of the California Labor Code is incorporated into the Contract Documents and the Contractor shall comply with all its provisions.

The Contractor shall pay prevailing wages, keep records and provide reporting as required by the State of California Labor Code.

Pursuant to Section 1775 of the Labor Code, the Contractor and any Subcontractors, shall, as a penalty to the Agency, forfeit the prescribed amounts (up to $200 as of January 1, 2020) per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

The Contractor shall provide certified payroll documents to the Engineer for all labor provided on the Project no later than 10 working days after the payday they represent. The Agency may withhold progress payments, Change Order payments and/or retention payments until complete certified payroll documents are submitted.

The Contractor shall correct all errors in the certified payroll documents or errors in pay to labor within 5 working days upon determination of an error by the Engineer or DIR. The Agency may withhold 10% of any amount due up to $10,000 (or any amount allowable under California law) until all such errors are corrected.

The Contractor shall post a copy of the applicable prevailing wage rates at the work site that is readily accessible to all labor personnel at any time during the Project. The Agency may withhold any payments due until the rates are posted and kept in this manner.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Further, any contractor or subcontractor who has been found or determined to be in violation by the Labor Commissioner as described in Labor Code section 1771.1 shall not be eligible to bid on the Project or to perform work as a subcontractor on the Project. Any contract with an unregistered contractor or subcontractor is subject to cancellation.

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of

Industrial Relations. Contractor and all subcontractors must provide Certified Payroll Records to Agency and submit them online in the DIR's eCPR system database.

Pursuant to Section 1810 of the Labor Code, 8 hours of labor shall constitute a legal day's work. Pursuant to Section 1813 of the Labor Code, the Contractor and any Subcontractors shall pay to the Agency as a penalty the prescribed amount ($25 as of January 1, 2020) per calendar day for each worker required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without being compensated in accordance with Section 1815.

As a condition of payment the Contractor and subcontractors shall comply with all other requirements of the California Labor Code.

See DIR Certified Payroll reporting requirements available from the DIR website at http://www.dri.ca.gov/Public-Works/Certified-Payroll-Reporting.html.

The Contractor shall defend, indemnify and hold the Agency, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with all labor related laws.

Add to section 7-1.02K(6)(a) General:

The Engineer may notify Cal/OSHA if you fail to establish or maintain a safe and healthful workplace. The Engineer notifying or failing to notify Cal/OSHA does not relieve the Contractor of Contractor's responsibility to provide public and worker safety. The Engineers failure to identify an unsafe condition does not relieve the Contractor of Contractor's responsibility to provide public and worker safety.

Replace section **7-1.02L(1) General** with**:**

DISPUTE RESOLUTION PROCEDURES

Informal Dispute Resolution. Prior to proceeding with mandatory mediation the contractor shall attempt to resolve all disputes informally through the Agency's chain of command, to and including the most senior executive.

Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on

resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

Public Contract Code Section 9204 applies to a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Agency.

Upon receipt of a Claim the Agency shall conduct a reasonable review of the Claim and within 45 days, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Agency take no action on the Claim within 45 days of submission, it shall be deemed denied.

If the Contractor disputes Agency's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Agency shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Agency shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Agency's statement it shall inform Agency and they shall mutually agree to a mediator within 10 business days of the written statement.

Agency shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

Mandatory Mediation. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Agency and the claimant sharing the associated costs equally. The Agency and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Mediation shall be held before the Judicial Arbitration and Mediation Service Judicial Arbitration and Mediation Service ("JAMS") located at 2 Embarcadero Center Suite 1500, San Francisco,

CA 94111.

In the event JAMS is no longer in business and there is no comparable successor, then the parties shall agree upon another mediator. If the parties cannot agree upon another mediator, then a single neutral mediator shall be appointed pursuant to Section 1281.6 of the Code of Civil Procedure substituting the term "mediator" for "arbitrator."

If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

For claims under $375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

Failure by the Agency to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the Agency because privity of contract does not exist, the Contractor may present to the Agency a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Agency and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done

so.

Conduct of Mediation Sessions

1. Mediation hearings will be conducted in an informal manner and discovery will not be allowed.

2. The discussions, statements, or admissions will be confidential to the proceedings, subject to all applicable evidentiary and mediation privileges including but not limited to Evidence Code § 1152, et seq., and will not be used for any other purpose as it relates to the party's legal position. The parties may agree to exchange any information they deem necessary.

3. Both parties must have an authorized representative attend the mediation. Each representative must have the authority to recommend entering into a settlement; provided however that in the case of the Agency any recommended settlement is contingent upon the approval of Agency's Town Council or governing board. Either party may have attorney(s), witnesses or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

Any resultant agreements from mediation must be documented in writing. Mediation results and documentation, by themselves, must be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both parties. Mediators must not be subject to any subpoena or liability and their actions must not be subject to discovery.

Replace section 7-1.02L(2) Antitrust Claims with:

The following provisions of Public Contract Code Section 7103.5 shall be applicable to the Contractor and all subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.
This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

"If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery."

"Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

Add to section 7-1.03 PUBLIC CONVENIENCE:

Compliance with these special provisions does not relieve you of your responsibility for public safety.

You shall conduct operations in a manner which will result in the least possible obstruction and inconvenience to the public. You shall undertake no greater length or amount of work than you can prosecute properly with due regard to the rights of the public.

Unless otherwise provided in the Special Provisions or approved in writing by the Public Works Director, all public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

No work will be allowed on Saturday, Sunday, or legal Town holidays, unless shown on the plans, specified in these Special Provisions or approved by the Engineer.

The Contractor shall exercise diligence in preventing dust nuisance. When necessary or when directed by the Engineer, the Contractor shall apply water for laying dust. Water shall be applied by means of pressure-type distributors equipped with a spray system that will insure a uniform application.

Provide driveway access. You are responsible for investigating and accommodating the specific access needs of the residents whose driveways are impacted by your construction activity. Prior to closure of driveways, coordinate and notify the property owner or resident at least twice of such closure. Closure notices shall be given to the property owner/resident 48 hours and one hour prior to each closure. It is your responsibility to assess and accommodate all property owners' specific needs for driveway access. In no case shall a driveway remain closed for more than 8 hours unless otherwise authorized by the Engineer.

Pedestrian access facilities shall be provided through construction areas at all times. If your operations require closure of walkways, adequate pedestrian directional signs shall be provided and maintained. At the end of each working day or until the pedestrian walkways are permanently restored, temporary asphalt concrete (4'-0" minimum width) or trench steel plate ADA compliant walkways, free from tripping hazards, shall be provided and maintained. The temporary walkway surfacing shall be skid resistant and free from irregularities.

Provide all public notification, written and otherwise, to ensure public convenience and public safety as specified herein and in the Standard Plans and Specifications, and as directed by the Engineer.
Provide written notification to the public, local residents and businesses, local utility companies and any other persons or agencies affected by this project.

At all times other than normal working hours, all lanes shall be provided for uninterrupted traffic.

Add to section 7-1.04 PUBLIC SAFETY:

The Contractor shall prepare a Traffic Control Plan for each street and for each stage of construction and when requested by the Engineer for any specific construction activity. The Traffic Plan shall be prepared by a person who is certified by the Institute of Transportation (ITS), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control. Along with the Traffic Control Plan, submit the designer's Certification. Work shall not proceed without the Engineer's advance approval of the Traffic Control Plan for the work attempted.
Traffic lanes may be temporarily shifted only during the hours of work. All original traffic lanes must be restored at the end of each work day. Lane closures on Sir Francis Drake

Boulevard are only allowed between 9 am and 3 pm. Night work may be allowed at the discretion of the Engineer.

If the failure to perform or the manner of performance of the Work results in a threat to public health or safety, the Town may, after making a reasonable attempt to contact you, perform necessary emergency work and deduct the reasonable cost of it from the amount owed to you.

J. Prosecution and Progress

Reference is made to Section 8 of the Standard Specifications.

The provisions of this section not modified by the Agreement or Contract shall apply to this project.

No subcontractor will be allowed on the project who is not listed in the List of Subcontractors contained in the Proposal, unless approved in advance and in writing by the Engineer.

If any subcontractor or any person employed by the Contractor fails or refuses to carry out the directions of the Engineer or appears to the Engineer to be incompetent or acts in a disorderly or improper manner, he shall be discharged immediately on demand by the Engineer, and such person shall not again be employed on the work.

Neither the contract, nor any monies due, or to become due, under the contract, may be assigned by the Contractor without the prior consent and approval of the Town Council, nor in any event without the consent of the Contractor's surety or sureties, unless such surety or sureties have waived their right to notice or assignment.

K. Measurement and Payment

FINAL PAY QUANTITIES. --

Final Pay Items. When an item of work is designated with an asterisk (*) in the Engineer's Estimate, the estimated quantity for that item of work *shall* be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or

decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

Reference is made to Section 9 of the Standard Specifications and the following provisions:

1. The Town may withhold from any estimate due the Contractor, a sum sufficient to protect the Town from loss on account of (a) defective work not remedied, (b) claims filed or reasonable evidence indicating probable filing of claims, (c) failure of Contractor to make payments property to subcontractors, or for material or labor, (d) a reasonable doubt that the contract can be completed for the balance then unpaid, or (e) damage to another Contractor on the project, which amounts withheld will be paid upon removal of grounds for withholding payment.

2. Prompt progress payment and prompt payment of withheld funds to subcontractors: A prime contractor or subcontractor shall pay a subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless, a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section.

3. Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Section 7028.15a and 7031.

   Partial payments shall cover work completed through the 25th calendar day of each month for contracts where the number of working days exceeds twenty (20). No partial payments will be made for contracts having a time limit of twenty (20) days or less, unless completion has been significantly delayed by causes which are clearly not the fault of the Contractor.

   When partial payments are to be made, the Engineer shall submit to the Contractor, on Town forms, an estimate of the total amount of work accomplished, which will show the computed amount due less a retention which shall be 5% of the value of the work accomplished, unless otherwise indicated in the Special Provisions. No partial payments will be made for materials stored on the job but not yet installed, unless otherwise provided in the Special Provisions. Upon receipt of the estimate from the Engineer, the Contractor shall submit a covering invoice to the Department of Public Works.

4. Final Payment

   Upon satisfactory completion of the work, the Engineer shall submit to the Contractor a final estimate of all work accomplished. The Contractor shall then submit his/her final invoice to the Department of Public Works, and the Engineer will then recommend acceptance of the work to the Town Council. Notice of Completion will be filed and retention of monies will be made upon acceptance of the work as required by the laws of the State of California relating to the mechanic's liens. All monies due in excess of the retention shall be paid to the Contractor upon acceptance of the work by the Town Council.

   All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

   In the absence of a formal claim filed by the Contractor, the final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor.

Final Payment and Claims-After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required, unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if he files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Town will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor. If the Contractor within said period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the Town will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder.

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the

Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, the undersigned,

_____

(Name)

_____

(Title)

_____

(Company)

hereby certifies that the claim for the additional compensation and time, if any. made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

/s/ _____ Dated _____

_____

Subscribed and sworn before me this day of

Notary Public

My Commission Expires

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the Town at its discretion.

Any costs or expenses incurred by the Town in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the Town within the meaning of the California False Claims Act.

The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said Director of Public Works will review such claims and make a written recommendation thereon to the Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the Town will pay the entire sum. if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor.

5. Alternate Withholdings

The Contractor may elect to receive 100% of payments due under this contract, without retention of any portion of the payment by the Town, excepting withholdings as set forth in Paragraph J. I. If the Contractor elects to receive full payments, he shall at his own expense and, at the time of contract award, deposit securities equivalent to 5% of the award amount with the Town in accordance with the provisions of Section 10263 of the Public Contract Code. Such securities, if deposited by the Contractor, shall have the written consent of the Contractor's surety.

L. Indemnity and Insurance Requirements

For the purpose of this Section L, "Indemnity and Insurance Requirements", and this section only, "TOWN" shall mean the Town of San Anselmo, and the public entity awarding this contract by action of the Town Council sitting as the governing body of such public entity.

1. Indemnity

Contractor shall effectively protect and guard Town, its officers, agents, and employees, from any liability as a consequence of any willful act, negligent act or non-negligent act or omission by the Contractor, any of the Contractor's employees or agents, or any subcontractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. Contractor shall indemnify, defend and hold Town from any and all claims, suits, actions, costs, and liability ensuing in connection with the performance of the contract, or failure to protect the safety of workers or the general public, regardless of the existence of or degree of fault or negligence on the part of the Town or the Contractor, subcontractor, or any employee of any of these, other than the active negligence of the Town, its officers, or employees.

In those instances where the Town has obtained "Rights of Entry" from private property owners upon whose property it will be necessary for the Contractor to enter to perform the work to be done under the contract, Contractor shall indemnify such property owners in the same manner as the Town is indemnified.

2. Insurance Requirements

Contractor shall procure and maintain as a minimum for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 or equivalent or "claims made" form CG 00 02 or equivalent) NOTE: "claims made" coverage requires special approval and "modified occurrence" coverage is unacceptable.

ii. Insurance Service Office form number CA 0001 (Ed. 01/87 or equivalent) covering Automobile Liability, Code 1 "any auto" with endorsement CA 0029 (auto contractual).

iii. Worker's Compensation insurance as required by the State of California and Employers Liability Insurance.

b. Minimum Limits of Insurance

Contractor shall maintain limits of no less than:

i. General Liability: $3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

iii. Employers' Liability: $1,000,000 per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Town of San Anselmo. At the option of the Town of San Anselmo, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town of San Anselmo, its officials, employees and volunteers, or the Contractor shall provide a financial guarantee satisfactory to the Town of San Anselmo guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

i. The Town of San Anselmo, its officials, employees and volunteers are to be covered as insured with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

ii. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (using either the Town's prepared form or using ISO form CG 20 10 11 85 or equivalent).

iii. For any claims related to this project, the Contractor's insurance coverage shall be the primary insurance with respect to the Town of San Anselmo, its officials, employees, or volunteers. Any insurance or self-insurance maintained by the Town of San Anselmo shall be excess of the Contractor's insurance and shall not contribute with it.

iv. The workers' compensation policy shall contain a waiver of subrogation in favor of the Town.

v. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty days prior written notice (10 days for non-payment of premium) by certified mail with return receipt requested given to the Town of San Anselmo.

vi. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected and appointed officers, employees, agents or volunteers

e. Rights of Entry

If applicable, all private property owners granting "Rights of Entry" for construction of the work shall be covered as insured under the same coverage as provided the Town as respects their ownership of the property and the work to be done thereon.

f. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Carriers not licensed in the State of California should have a current A.M. Best's rating of no less than A:X.

g. Verification of Coverage

Contractor shall furnish the Town of San Anselmo with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town of San Anselmo or on other than the Town of San Anselmo's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Town of San Anselmo before work commences. The Town of San Anselmo reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

h. Subcontractors

Contractor shall require all its subcontractors to name Contractor, Town of San Anselmo under its policies and contractor shall require all its subcontractors to furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

M. Force Account and Equipment Rental

Attention is directed to the provisions of Section 9-1.04 of the Standard Specifications.

N. Sanitary Facilities & Storm Water Pollution Prevention

The Contractor shall provide all necessary sanitary disposal *(toilet)* accommodations for the use of all workers on the job site and shall maintain the same in a clean and sanitary condition.

STORM WATER POLLUTION PREVENTION

The intent of these provisions is to enforce federal, state, and other local agencies regulations designed to eliminate storm water pollution. Storm drains discharge directly to creeks and the Bay without treatment. Storm water pollution due to construction operations shall be controlled by keeping pollution out of storm drain systems, reducing the exposure and discharge of materials and wastes to storm water, and by reducing erosion and sedimentation.

In this section, the term "storm drain system" shall refer to any storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, watercourses, creeks, lakes and the San Francisco Bay.

1. Material Storage. The Contractor shall comply with the following practices for materials storage:

   The Contractor shall propose designated areas of the project site, for approval by the Engineer, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable, are near construction entrances and at least 1 0' away from catch basins, gutters, drainage courses, and creeks.

   During wet weather or when rain is forecast within 72 hours, the Contractor shall store materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or cover them with a tarp or other waterproof material secured in a manner that would prevent any of the materials from contacting the rainwater.

   The storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuels; and all hazardous wastes such as waste oil, must meet all federal, state, and local standards and requirements.

2. Street Sweeping. At the end of each working day or as directed by the Engineer, the Contractor shall clean and sweep roadways and on-site paved areas of all materials attributed to or invoiced in the work. The Contractor shall not use water to flush down streets in place of street sweeping.

3. Hazardous/Waste Management. The storage and disposal of all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; shall comply with all federal, state, and local standards and requirements. When rain is forecast within 72 hours or during wet weather, the Engineer may prevent the Contractor from applying chemicals in the outside areas.

4. Spill Prevention and Control. The Contractor shall take any and all precautions to prevent accidental spills during the work under this contract. The Contractor shall keep a stockpile of spill cleanup materials such as rags or absorbents, readily accessible on-site. In the event of a spill, the Contractor shall immediately contain and prevent leaks and spills from entering the storm drain system, and properly clean up and dispose of the waste and clean up materials. If the waste is hazardous, the Contractor shall comply with all federal, state and local hazardous waste requirements.

   The Contractor shall not wash any spilled material into the streets, gutters, storm drains, or creeks.

5. De-watering Operations. All groundwater removed from the trench must be de-silted prior to discharging it into the storm drain system through filtering materials methods meeting the Association of Bay Area Governments (ABAG) Standards For Erosion & Sediment Control Measures and/or through methods and procedures described in the California Storm Water Best Management Practice Handbook - Construction Activity (latest edition).

   The Contractor shall reuse the water for other needs, such as dust control and irrigation, to the maximum extent practicable. The rinse water shall be permitted to infiltrate in dirt area or shall be discharged to the sanitary sewer.

6. Pavement Saw-cutting Operations. The Contractor shall prevent any saw-cutting debris from entering the storm drain system. The Contractor, preferably, shall use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall vacuum slurry as cutting proceeds or collect all waste water by constructing a sandbag sediment barrier. The bermed area shall be of adequate size to collect all waste water and solids. The Contractor shall allow collected water to evaporate if the waste water volume is minimal and if maintaining the ponding area does not interfere with public use of the street area or create a safety hazard. If approved by the Engineer, the Contractor may direct or pump saw-cutting waste water to a dirt area and allow to infiltrate. The dirt area shall be adequate to contain all the waste water. After waste water has infiltrated, all remaining saw-cutting residue must be removed and disposed of properly. With the approval of the Engineer, de-silted water may be pumped to the sanitary sewer to assist in the evaporation or infiltration process. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly. If a suitable dirt area is not available or discharge to the sanitary sewer is not feasible, with the approval of the Engineer, the Contractor shall filter the saw-cutting waste water through filtering materials and methods meeting ABAG Standards for Erosion and Sedimentation Control Measures (latest edition) before discharging to the storm drain.

7. Pavement Operations. The Contractor shall prevent the discharge of pollutants from paving operations by using measures to prevent run-on and runoff pollution, properly disposing of wastes, and by implementing the following practices:

   No paving during wet weather.

   Proper Material Storage (refer to previous section one).

   Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, or fog seal.

   Place drip pans or absorbent materials under paving *equipment* when not *in* use. During wet weather, store contaminated paving equipment indoors or cover with tarp or other waterproof covering.

   If paving involves Portland cement concrete, refer to (next section).

8. Concrete Operations.

   The Contractor shall prevent the discharge of pollutants from concrete operations by properly disposing of waste, and by implementing the following practices:

   Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.

   Avoid mixing excess amounts of Portland cement material.

   Do not wash out concrete trucks into storm drains, open ditches, streets, streams, etc. Whenever possible, perform washout of concrete trucks off site where discharge is controlled and not permitted to discharge into the storm drain system. For on site washout, locate washout area at least 50 feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Control runoff from the area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.

   Wash out concrete wastes into the temporary *pit* where the concrete can set, be broken up and then disposed of properly. If the volume of water is greater than what will allow concrete to set, allow the water to infiltrate and/or evaporate, if possible. Otherwise, allow water to settle, filter it and then pump to the sanitary sewer with approval of the Engineer. Remove or vacuum the remaining silt and debris from the pond or bermed are and dispose of it properly.

   Dispose of water from washing of exposed aggregate to dirt area. The dirt area shall be adequate to contain all the waste water and once the waste water has infiltrated, any remaining residue must be removed. If a suitable dirt area is not available, then the Contractor shall filter the wash water through straw bales or other filtering materials meeting ABAG Standards for Erosion and Sediment Control Measures before discharging to the sanitary sewer with approval from the Engineer.

   Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in trash containers.

9. Grading and Excavation Operations. The Contractor shall implement sedimentation and erosion control measures to prevent sediments or excavated material from entering the storm drain system.

The erosion and sedimentation control materials and methods shall be in accordance with ABAG Standards for Erosion and Sediment Control Measures and/or the procedures and methods described in the California Storm Water Best Management Practice Handbook - Construction Activity (latest edition).

10. Vehicle/Equipment Cleaning. The Contractor shall not perform vehicle or equipment cleaning on site or in the street using soaps, solvents, degreasers, steam cleaning equipment, or equivalent methods. The Contractor shall perform vehicle or equipment cleaning, with water only, in a designated, bermed area that will not allow rinse water to run off-site or into the storm drain system.

    The Contractor shall dispose of wash water from the cleaning of water base paint equipment and tools to the sanitary sewer.

    If using oil based paint, to the maximum extent practicable, the Contractor shall filter the paint thinner and solvents for reuse and dispose of the waste thinner and solvent, and sludge from cleaning of equipment and tools as hazardous waste.

11. Vehicle/Equipment Maintenance and Fueling. The Contractor shall perform maintenance and fueling of vehicles or equipment in a designated, bermed area or over a drip pan that will not allow run-on of storm water or runoff of spills. The Contractor shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured. The Contractor shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste.

    The Contractor shall inspect vehicles and equipment arriving on-site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made. The Contractor shall recycle waste oil and antifreeze, to the maximum extent practicable. The Contractor shall comply with Federal, State and other local agencies for aboveground storage tanks.

12. Contractor Training and Awareness. The contractor shall train employees/subcontractors on the water pollution prevention requirements contained in these provisions. The Contractor shall inform all subcontractors of the water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

The Contractor shall paint new catch basins, constructed as part of the project, with "No Dumping Drains To The Bay".

The Contractor shall conform to the requirements of Chapter 9.30 of the Municipal Code which regulates urban run-off pollution.

Full compensation for conforming to the provisions herein specified shall be considered as included in the prices paid for the contract items or work involved in compliance with said provisions and no additional compensation will be allowed therefore unless specified as part of a contract item for implementation of a Storm Water Pollution Prevention Plan (SWPPP).

O. Final Cleanup

Final cleanup shall conform to the requirements of Section 4-1.13 of the Standard Specifications and full compensation therefor will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

P. Final Inspection

When the work covered by the project is substantially completed the Contractor shall notify the Engineer, in writing, that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall be given at least five (5) days prior to the stated date for final inspection. If the Engineer determines that the status of the work is as represented he will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

Completion of the punch list items shall take place within the limits of the construction time period as allowed by the contract.

If the contractor receives the final punch list after the final project working day allowed by the contract, the Contractor shall complete the final punch list items within five (5) working days from receipt: If the Contractor receives the final punch list while working days are available, then the Contractor will have up to five (5) working days past the final project working day to complete the punch list items. If the final punch list items are not completed within the five (5) workings days, liquidated damages in the amount of $200 per day shall be, assessed to the Contractor.

Q. Authority of Engineer and Conduct of Work

Attention is directed to the provisions in Section 5, "Control of Work," of the Standard Specifications and these Special Provisions.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications and the general provisions, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the contract, so far as may be consistent with the original specifications; and in the event of any doubt of questions arising regarding the true meaning of the specifications, reference shall be made to the Engineer, whose decision shall be final.

R. Lines and Grades

This work shall consist of furnishing and setting construction stakes and marks by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these Special Provisions.

Except as provided herein for establishment of horizontal and vertical control and right-of-way staking by the Engineer, all other specifications, including the requirements in Section 5-1.07, "Lines and Grades," of the Standard Specification, which require the establishment of lines and grades by the Engineer shall not apply to this contract.

The Contractor shall submit proposed procedures, methods, equipment, and typical stakes markings to be used, in writing to the Engineer, before setting any stakes or marks.

Construction staking shall be performed as necessary to control the work. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the complete work conforms to the lines, grades, and sections shown on the plans. The Engineer will establish and furnish survey data to the Contractor for the construction control survey. Horizontal control will mean nails and shiners with stationing as shown on the plan and vertical control will mean Town benchmarks.

In the event the Contractor's operations destroy any of the Engineer's survey control points, the Contractor shall either replace such control points at his expense, subject to verification by the Engineer, or request the Engineer to replace the destroyed control points. If

requested to replace the control points, the Engineer will do so within 10 working days. The cost of any such verification or replacement of the Engineer's control surveys will be deducted from any moneys due or to become due the Contractor. The Contractor will not be allowed any adjustment in contract time for such verification or replacement of survey control points by the Engineer.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish this work shall be neat, legible and accurate. Copies of such computations, notes, and other records shall be furnished to the Engineer prior to beginning work that requires their use.

Full compensation for construction staking shall be considered as included in the contract prices paid for the various bid items of work, and no separate payment will be made.

S. Overtime and Weekend Work

Inspection personnel will be available as required during normal working hours from 8:00 a.m. to 5:00 p.m. on Monday thru Friday. In the event that the Contractor wishes to schedule overtime work after 5:00 p.m. or before 8:00 a.m. on Monday thru Friday, or at any time on Saturdays, Sundays or holidays, he/she shall make arrangements with the Engineer at least forty-eight (48) hours in advance of such overtime work. In the event that the Engineer is unable to schedule the necessary personnel the Contractor's request may be denied and no work shall be performed outside of normal working hours unless the work is of an emergency nature.

T. Protection of Underground Facilities

Contractor shall protect in place existing utility facilities, unless noted on plans.

U. Sound Control Requirements

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the Contractor's operations, between the hours of 9:00 P.M. and 6:00 A.M., shall not exceed 86 decibels at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

V. Construction Materials and Testing

Attention is directed to Section 6 of the Standard Specifications. The Contractor shall furnish all materials required for this project.

All materials incorporated in the project shall meet the requirements of the tests specified in the Standard Specifications and other minimum requirements specified therein or in these specifications.

The Contractor, shall at no additional expense to the Town, furnish certificates of inspection or laboratory reports from a reputable testing or inspection agency as to compliance with the specifications and the composition, durability and performance of the following material:

Asphalt Concrete

Test reports on any material must be submitted and approved by the Engineer before incorporating that material in the work. All materials shall be adequately identified by tags or by other means as that material which has been tested and approved. Lack of proper identification shall be considered adequate cause of rejection of any material which cannot be properly inspected on the job.

The Town reserves the right to make such additional inspection or test as it may require prior to acceptance of any material and also reserves the right to reject any material

previously approved because of serious defects or damage discovered subsequent to such approval. Any materials rejected by the Town shall immediately be removed from the job site, and no payment will be allowed.

W. Archaeological Discoveries

All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find will be decided under the direction of the Engineer.

X. Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Y. NOT USED

Z. PAYMENTS

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work

hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

SPECIAL PROVISIONS
PART TWO
TECHNICAL PROVISIONS AND ADDITIONAL PROVISIONS

CONSTRUCTION DETAILS

OTHER PROVISIONS

MARIN COUNTY UNIFORM CONSTRUCTION STANDARDS (UCS):

CALTRANS STANDARD PLANS:

SPECIAL PROVISIONS

SECTION 100 - MEASUREMENT AND PAYMENT

100-1 GENERAL

The bid items listed in the Bid Schedule of the proposal are not intended to be exclusive and comprehensive descriptions of all the work categories and scope necessary to complete the project. As such, the Contractor shall determine, segregate and include in his pricing for each bid item the cost for furnishing and installing all labor, materials, tools, equipment and other incidentals necessary to complete all of the contract work involved in the project, as described by the Contract Documents, complete in place.

Unless otherwise noted, estimated quantities on the bid schedule are believed to be accurate; however, the Contractor should self-verify the quantities as it relates to ordering sufficient material and scheduling work. Actual field measured quantities, complete in place, not the quantities listed in the bid schedule, will govern final payment.

100-2 BASE BID CONTRACT PAY ITEMS

Payment for all work performed under this contract shall be as defined in Section 100 of these Technical Specifications. The Engineer will pay for items of work completed by the Contractor including:

Bid Item No. 1: "Mobilization" shall be measured and paid by lump sum. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to mobilize labor, materials, and equipment as shown

on the Plans, as specified in these Technical Specifications, and as directed by the Engineer and no additional payment will be made therefor. The Contract lump sum price for Mobilization should not exceed five percent (5%) of the total base bid contract price. See Mobilization (Section 200-1).

Bid Item No. 2: "Construction Area Signs and Traffic Control" shall be measured and paid by lump sum and paid on a percentage of completion of other items of work. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to prepare traffic control plans, manage traffic, provide temporary pedestrian access, as specified in these Technical Specifications, and as directed by the Engineer and no additional payment will be made therefor. See Traffic Control (Section 200-2).

Bid Item No. 3: "Water Pollution Control Plan" shall be measured and paid by lump sum and paid on a percentage of completion of other items of work. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to develop, prepare, obtain approval of, revise and amend the Water Pollution Control Program, and for doing all work involved in installing, constructing, removing, and disposing of water pollution control practices as shown on the WPCP and Plans, as specified in these Technical Specifications, and as directed by the Engineer and no additional payment will be made therefor. See Water Pollution Control Plan (Section 200-3).

Bid Item No. 4: "Install Thermoplastic Stop Bar (2' wide)" shall be measured and paid by the square foot as determined from field measurement. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to install pavement markings including but not limited to, cleaning and preparation of the pavement surface, and installation of the proposed striping, as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer and no additional payment will be made therefor. See Pavement Markings (Section 200-6).

Bid Item No. 5A: "Remove and Salvage Roadside Sign" shall be measured and paid by each as determined from field measurement. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to remove existing traffic signs and deliver to the Town of San Anselmo corporation yard, as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer and no additional payment will be made therefor. See Roadside Signs (Section 200-7).

Bid Item No. 5B, 5C, and 5D: "New Roadside Sign; Remove and Reuse Roadside Sign" shall be measured and paid by each as determined from field measurement. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to install new or existing traffic signs, including but not limited to, provision of new sign panels and mounting hardware, as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer and no additional payment will be made therefor. See Roadside Signs (Section 200-7).

Bid Item No. 5E: "New Sign Post Extender" shall be measured and paid by each as determined from field measurement. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to install a new sign post extender sleeve, as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer and no additional payment will be made therefor. See Roadside Signs (Section 200-7).

Bid Item No. 6: "Traffic Signal and Lighting System" shall be paid on a lump sum basis. The contract unit price paid for this item shall include full compensation for all labor, materials, tools, equipment, and incidentals required to install the traffic signal system, complete and functioning in place, including but not limited to procuring and installing a new traffic signal controller; installing conduits and conductors to new traffic pole; installing traffic signal poles and foundations; traffic and pedestrian signal heads; Accessible Pedestrian Signals; and pull boxes; programming and testing the signal controller; and providing as-built plans; as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer. Full compensation for all additional materials and labor, not shown on the plans or specified, which are necessary to complete the installation of the various items, shall be considered as included in the prices paid for the items, or units thereof, and no additional compensation will be allowed therefor. See Traffic Signal and Lighting System (Section 200-8).

SECTION 200 - TECHNICAL SPECIFICATIONS

200-1 MOBILIZATION

Mobilization shall conform to the provisions in Section 9.16D, "Mobilization," of the State Standard Specifications and these Technical Specifications.

In general, mobilization shall consist of the work associated with obtaining permits, insurance, and bonds, and the moving onto the site of materials, supplies, restroom facilities, and equipment as required for the proper performance and completion of the work. This also includes the Contractor's demobilization from the site including removal of materials and equipment.

200-1.1 Laydown Area

The Contractor shall not maintain staging, equipment parking, or materials within the project limits. The Contractor shall obtain a site for use as a Construction Staging Area near the project. This area should be of sufficient size to store the contractor's equipment, materials and other items necessary for completing the project. The Town has made no provision for a Construction Staging Area.

Sanitary restroom facilities shall be provided and maintained by the Contractor. The Contractor's proposed locations for restroom facilities shall be reviewed with the Engineer/Inspector prior to delivery of the restroom facility

The cost to comply with the provisions of this section shall be included in the various item of work and no additional compensation will be offered therefor.

200-1.2 Contact Information

The Contractor shall assign a Project Superintendent who has the complete authority to make decisions on behalf of the Contractor. The Project Superintendent shall be on the job at all times during the construction and shall be available and on call 24 hours a day for the duration of the project. The Contractor shall provide the Engineer and to the Central Marin Police Authority a 24-hour contact number for the Project Superintendent. This number shall not direct calls to a recorder or other message taking service.

The cost to comply with the provisions of this section shall be included in the various item of work and no additional compensation will be offered therefor.

200-1.3 Public Notices

Fourteen (14) calendar days prior to beginning any work on the project, the Contractor shall deliver written notice to adjoining residents and other applicable parties. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the

name, address, and contact number of the Contractor's Project Superintendent and of the Town's Project Engineer.
A follow up notice shall be distributed two (2) calendar days prior to the start of construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution dates.
The Contractor shall also contact and coordinate the work with the following parties. Ten days notification shall be given to these parties prior to beginning any work:

1) Central Marin Police Authority (415) 927-5150
2) Ross Valley Fire Service (415) 258-4686

The cost to comply with the provisions of this section shall be included in the other applicable items of work and no additional compensation will be offered therefor.

200-1.4 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

200-2 CONSTRUCTION AREA SIGNS AND TRAFFIC CONTROL

The Contractor shall comply with the provisions of Section 7-1.04, "Public Safety", and Section 12, "Temporary Traffic Control" of the Revised State Standard Specifications, and the following:

The Contractor shall not implement a traffic control system until completing public noticing, obtaining an encroachment permit from the Town of Anselmo and obtaining approved of the traffic control plans from the Engineer. For the purpose of this section, traffic pertains to truck and motor vehicles, pedestrians, bicyclists, and public transit operations.

200-2.1 Traffic Control Plan Submittal

The Contractor shall submit a detailed plan describing how you propose to manage traffic while performing the work. This Plan shall be coordinated and approved by the Town of Anselmo

The Plan shall detail:

1) Your sequence and type of work to be performed and duration.
2) Your proposed traffic handling through the work zone
3) Accessible pedestrian routing plan through the work zone
4) Your proposed plan to allow access to residents and tenants within the work zone

The traffic control plans shall not be general, but specific to the project and of sufficient detail for the Engineer to understand your method of traffic and pedestrian management. Your plans shall be consistent with the latest California edition of the Manual of Uniform Traffic Control Devices.

The Engineer will not issue the Notice to Proceed until the Traffic Control and Pedestrian Access Plan is approved.

200-2.2 Traffic Control System

The Contractor shall implement the traffic control system as approved by the Engineer. If warranted by field conditions, the Contractor shall adjust the system as directed by the Engineer. The Contractor shall provide and implement all traffic handling devices and equipment as required.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

At the end of each workday, the Contractor shall open all streets for access and remove traffic control devices except for those providing advanced warning near work zones. Traffic control devices shall not be stored within public streets.

The Contractor shall allow traffic flow in two directions at all times providing two travel lanes of at least 10 feet each. When this is not possible, the Contractor shall provide flaggers to control traffic. The cost for flaggers is the Contractor's responsibility.

All excavations shall be backfilled or covered with steel trench plates suitable for traffic loading, at the end of each day's work. Trench plates shall be securely anchored in place and have temporary asphalt ramps all around. No open excavation of any depth will be permitted to remain overnight.

200-2.3 Temporary Pedestrian Access

All weather and accessible access for pedestrians shall be provided at all times in and through the construction area. Pedestrians shall be routed to temporary crossing points if needed and as approved by the Engineer.

200-2.4 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

200-3 WATER POLLUTION CONTROL PLAN

The Contractor shall prepare a Water Pollution Control Plan (WPCP) that pertains to the project in accordance with Section 13-2 of the Revised State Standard Specifications for review and approval by the Engineer. The Contractor shall be responsible for installing and maintaining storm water control devices noted in the WPCP for the project's duration in accordance with Section 13 of the Standard Specifications. The Contractor shall modify the installed pollution control devices as directed by the Engineer. When the project is complete, the Contractor shall remove and legally dispose all water pollution control devices.

The Contractor shall prepare and submit three (3) copies of the WPCP to the Engineer at or before the pre-construction meeting. The Engineer will have 3 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 2 days of receipt of the Engineer's comments. The Engineer will have 2 days to review the revisions. Upon the Engineer's approval of the WPCP, three (3) additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed. Engineer shall not issue Notice To Proceed until WPCP is approved.

Unless otherwise directed by the Engineer or specified in these Technical Specifications, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 13-2.03, "Construction," of the State Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures shall be as described in the approved WPCP.

When no longer required for the purpose, as determined by the Engineer, temporary drainage inlet protection facilities and other features shall be removed. Removed facilities shall become the property of the Contractor and shall be disposed of outside the highway right of way and as specified in these Technical Specifications.

200-3.1 Construction Best Management Practices (BMPs)

Construction projects are required to implement construction BMPs as indicated in the Plans.

The cost to comply with the provisions of this section shall be included in the other applicable items of work and no additional compensation will be offered therefor.

200-3.2 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

200-4 EXISTING FACILITIES

The contractor's attention is directed to Section 15 of the Revised State Standard Specifications.

Items to be removed shall be removed and legally disposed of and shall conform to these Technical Specifications.

200-4.1 Soil and Asphalt Concrete Removal

Contractor shall remove soil, curb and gutter, sidewalk and asphalt concrete to install traffic signal cabinets, pull boxes, and conduits as shown in the Plan and as directed by the Engineer.

The Contractor shall mark the demolition limits for review by the Engineer prior to removal. The Contractor shall provide the Engineer 48 hours of notice prior to commencing saw cutting. Limits of demolition shall be at existing joints. Where no joint exists between concrete to be removed and concrete to remain in place, the concrete shall be cut on a neat line with a power-driven saw before the concrete is removed.

The Contractor shall saw cut at the limits of demolition as described in these Technical Specifications. The limit of demolition may include the adjacent asphalt, which shall be removed to facilitate the installation of concrete. The Contractor shall determine the limit of asphalt removal.

The Contractor shall remove and dispose of all concrete and asphalt as described in the Technical Specifications. The Engineer has no record as to the thickness of the existing concrete. The Contractor shall use care to protect adjacent facilities during concrete removal.

The cost to comply with the provisions of this section shall be included in the applicable other items of work and no additional compensation will be offered therefor.

200-4.2 Preserving Existing Survey Control Points

As required by the State of California, the Contractor shall preserve all existing benchmarks, survey control points, reference points, and other permanent points within the project limits hereinafter referred to as Points. Points may not be shown in the Plans. If the Contractor believes there is a Point that may be disrupted, they shall contact the Engineer immediately.

Any of the Points that are damaged shall be replaced by the Contractor at no cost to the Engineer and the Town. This will require referencing of the Point, staking the Point, installing

the Point, and filing a record of survey with the County of Marin. Where required, this work shall be completed by a State of California licensed Land Surveyor.

200-4.3 Measurement and Payment

The cost to comply with the provisions of this section shall be included in the other applicable items of work and no additional compensation will be offered therefor.

200-5 MINOR CONCRETE SIDEWALK

The Contractor shall repair the existing sidewalk where placing new traffic signal pull boxes as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer. All work in this section shall be done in accordance with Section 73, “Concrete Curbs and Sidewalks” of the Revised State Standard Specifications, except as modified in these Technical Specifications. All concrete work shall be completed to the satisfaction of the Engineer.

200-5.1 Submittals

Not Used

200-5.2 Materials

Minor concrete shall conform to the requirements of Section 73-1.02 of the SSS. Cementitious Materials shall comply with Caltrans Standard 90-1.102B and may include approved supplementary cementitious material or blended cement.

200-5.2 Execution

The Contractor shall repair the sidewalk between adjacent cracks or joints and grade the repaired sidewalk to conform to the finished grade of the new pull box and adjacent existing conditions. Differences in grade between sidewalk joints shall not exceed a quarter of an inch. Sidewalk grades shall not exceed 1.5% perpendicular to the pedestrian path of travel and shall match the running slope of the adjacent roadway.

200-5.3 Measurement and Payment

The cost to comply with the provisions of this section shall be included in the other applicable items of work and no additional compensation will be offered therefor.

200-6 PAVEMENT MARKINGS, THERMOPLASTIC

The Contractor shall complete striping in accordance with Section 84 of the State Standard Specifications. All proposed pavement stripes and markings shall be paint unless noted otherwise and shall comply with the CA MUTCD, latest version.

200-6.1 Submittals

Contractor shall submit certificates from the materials supplier stating compliance of the materials with the requirements of this section within 15 working days of Contract approval.

200-6.2 Materials

Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

Glass beads applied to molten thermoplastic material must be Type 2 beads complying with AASHTO M 247. The glass beads must have a coating that promotes adhesion of the beads to thermoplastic.

At least 75 percent of the beads by count must be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

Each lot of glass beads used in pavement markings must contain less than 200 ppm each of arsenic and lead when tested under EPA Test Methods 3052 and 6010B or 6010C.

200-6.3 Execution

Prior to complete the striping, the Contractor shall mark with temporary paint the locations of all stripes, and markings, commonly referred to as, “cat tracking.” The Contractor shall provide the Engineer 48 hours to review the preliminary layout and shall not begin installation until receiving the Engineer’s approval.

For surfaces that are to receive markings, the Contractor, to the satisfaction of the Engineer, shall thoroughly clean said surfaces, ensuring they are free from loose materials and are dry.

The Contractor shall complete the following at no additional cost to the Town:

1. Replace any damage to existing or newly placed traffic striping due to the failure of the Contractor to protect the work.
2. Correct any striping or marking errors identified by the Engineer

Where a new broken traffic stripe joins an existing broken traffic stripe, allow enough overlap distance between the new and existing striping patterns to ensure continuity at the beginning and end of the transition.

Immediately remove drips, overspray, improper markings, and thermoplastic tracked by traffic with an authorized method.

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

The glass beads must be embedded in the coat of thermoplastic to a depth of 1/2 their diameters.

Verify the rate of application of the glass beads by stabbing the glass bead tank with a calibrated rod.

Where a new broken traffic stripe joins an existing broken traffic stripe, allow enough overlap distance between the new and existing striping patterns to ensure continuity at the beginning and end of the transition.

Do not thin the primer. Apply the primer under the manufacturer's instructions:

1. To all roadway surfaces except for asphaltic surfaces less than 6 months old
2. At a minimum rate of 1 gallon per 300 square feet
3. To allow time for the thermoplastic primer to dry and become tacky prior to application of the thermoplastic

Use preheaters with mixers having a 360-degree rotation to preheat the thermoplastic material.

Apply the thermoplastic in a single uniform layer by spray or extrusion methods.

Completely coat and fill voids in the pavement surface with the thermoplastic.

Apply sprayable thermoplastic under State Specification PTH-02SPRAY at a temperature from 350 to 400 degrees F.

Apply sprayable thermoplastic at a rate of at least 0.24 lb of thermoplastic per foot of 6-inch-wide solid stripe.

The applied sprayable thermoplastic material must be at least 0.040 inch thick.

200-6.4 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

200-7 ROADSIDE SIGNS

Roadside signs shall be furnished and installed on new foundations at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in the Standard Plans and Specifications and these special provisions.

200-6.1 Submittals

Not used.

200-6.2 Materials

Sign panels must be fabricated from aluminum sheeting of an alloy and temper complying with ASTM B209 per Section 82-2.02B of the State Standard Specifications. Retroreflective sheeting used for the background and legend must comply with ASTM D4956 and must be on the Authorized Material List for signing and delineation materials.

200-6.3 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

200-8 TRAFFIC SIGNAL AND LIGHTING SYSTEM

The contractor shall install traffic signal equipment in accordance with Section 56 “Overhead Sign Structures, Standards and Poles”, Section 86 “Electrical Work” and Section 87 “Electrical Systems” of the State Specifications, Caltrans 2018 Revised Standard Plans, the California MUTCD 2014 (Revision 6), Caltrans Transportation Electrical Equipment Specifications (TEES) and these special provisions.

200-8.1 Submittals

Contractor shall submit certificates from the materials suppliers stating compliance of the materials with the requirements of this section within 10 working days of Contract approval.

Submit the list before shipping equipment and materials to the job site. The list must include:

1. Manufacturer's name
2. Make and model number
3. Month and year of manufacture
4. Lot and serial numbers
5. Contract number
6. Your contact information

Submit confirmation of the vendor's acceptance of the order for the electrical equipment and materials as an informational submittal.

Submit 3 sets of computer-generated, schematic wiring diagrams for each cabinet.
Diagrams, plans, and drawings must be prepared using graphic symbols in IEEE 315, "Graphic Symbols for Electrical and Electronic Diagrams."
Submit a manufacturer's maintenance manual or combined maintenance and operation manual as an informational submittal. The manual must have a master item index that includes:

1. Specifications
2. Design characteristics
3. General operation theory
4. Function of all controls
5. Troubleshooting procedure
6. Parts list, descriptions, stock numbers, and settings
7. Block circuit diagram
8. Layout of components

9. Schematic diagrams

Submit the manufacturer's QC test data for the following items as an informational submittal consistent with the State Specifications Section 86-1.1C(2-10):

1. Pull boxes
2. Signal Heads
3. LED Signal Modules
4. Visors
5. LED Countdown Pedestrian Signal Face Modules
6. Accessible Pedestrian Signals

Before shipping the material to the job site, submit to the Town of San Anselmo test samples of:

1. Controller units
2. Fully-wired cabinets
3. Accessible pedestrian signals
4. LED countdown pedestrian signal face modules
5. LED signal modules

Testing of traffic signal equipment, including controller units and auxiliary equipment will be performed by the Town's traffic signal maintenance contractor, DC Electric Group at its Corporation Yard, 8023 Gravenstein Highway, Cotati. CA 94931. Prior arrangements for delivery shall be made by calling 707/992-0141. The Contractor shall deliver the equipment to be tested to said Corporation Yard at their expense. In the event that the traffic signal equipment submitted for testing does not comply with the specifications. Contractor shall remove said equipment for repair or replacement within five working days after notification that the equipment is rejected. In the event the equipment is not removed within five days, it may be shipped to Contractor at their expense. When notified by the Engineer, Contractor Shall pick up the controller and haul same to the site of work at their expense.

Submit shop drawings showing the message for each pole-mounted street sign, including the size of letters, symbols, and arrows.

200-8.2 Materials

Traffic signal materials must comply with section 86-1.02 of the latest State Specifications and Revisions and Caltrans "Transportation Electrical Equipment Specifications" (TEES) 2020.

Conduit

Conduit and fittings shall conform with Section 86-1.02B of the State Specifications.

Conduit installed shall be State Standard Type 3: Type A extruded, rigid PVC.

Pull Boxes

Pull boxes shall conform with Section 86-1.02C of the Revised State Specifications. All pull box covers shall be marked "TRAFFIC SIGNAL".

Pull boxes shall be made of polymer concrete. Pull boxes shall be the non-traffic type and non-tamper resistant type.

Pull boxes listed in the plans include No. 5 and No. 6 as noted in the plans. Pull box sizes shall match nominal sizes listed on State Revised Standard Plans ES-8A.

Pull Tape

Pull tape shall conform with Section 86-1.02D of the Revised State Specifications.

Pull tape must be a flat, woven, lubricated, soft-fiber, polyester tape with a minimum tensile strength of 1,800 lb. The tape must have sequential measurement markings every 3 feet.

Conductors and Wiring

Conductors and wiring shall conform with Section 86-1.02F of the State Specifications.

Signal conductors shall be copper. Conductor identification for the various signal phases shall match Section 86-1.0f(2)(a) of the latest State Specifications.

The contractor, at their option, may use conductor signal cables for this work. Conductor signal cables shall conform with Section 86-1.02(f)(3)(d).

Splicing Materials

Splicing materials shall conform with Section 86-1.02H of the State Specifications.

Connectors and Terminals

Connectors and terminals shall conform with Section 86-1.02I of the State Specifications.

Connectors shall be copper.

Fused Splice Connectors and Grounding Electrodes

Fused splice connectors and grounding electrodes shall conform with Section 86-1.02N and Section 86-1.02O, respectively, of the State Specifications.

Controller Cabinets

Traffic signal controller cabinets shall conform to Sections 86-1.02Q and 87-1.03Q “Cabinets” and the “Transportation Electrical Equipment Specifications” (TEES) 2020.

Traffic signal controller cabinets shall be Model 332LS and listed on the latest State Qualified Products List (effective September 8, 2021). Two known manufacturers on the Authorized Material List are Safetran and McCain Inc.

Doors shall be equipped with a standard construction lock core, Best brand.

All convenience receptacles shall be Ground Fault Interrupter (GFI) type.

Cabinet shall be equipped with dual 100cfm fans with thermostatic control.

Cabinet shall be equipped with a surge protector.

Cabinet shall be equipped with a sliding pull-out shelf/drawer under the controller unit.

An 18-inch LED light shall be provided in the front and rear of the controller cabinet.
Cabinet shall be equipped with a GPS clock and antenna compatible with Model 2070 controllers.
The thermostat assembly shall be mounted on the fan housing in the middle of the cabinet with the thermostat control dial facing the rear of the cabinet.
All exterior seams shall be continuously welded. This shall include the seams at the bottom of the cabinet where the cabinet walls join the cabinet base plate. The seams shall be continuously welded on the outside bottom of the cabinet. This will prevent unwanted dirt, water, and insects from entering the cabinet through the bottom seam. The cabinet shall be rain-tight and dust-tight.

Signal Controller

The controller assembly shall conform to Sections 86-1.02Q and 87-1.03Q "Cabinets" and the Caltrans "Transportation Electrical Equipment Specifications" (TEES) 2020.
Traffic signal controller shall be a Model 2070E. The contractor may propose a substitute Model 2070M depending on product availability.
The signal controller shall be equipped with McCain 2033 Intersection Control Software and communication modem (as needed module 6A or 6B).
The conflict monitor shall be 2018ECL type compatible with 2070E controller assemblies and 2033 software.
All necessary auxiliary equipment shall be supplied with the controller assembly to control the system as shown on the plans, and as specified in the state specifications and these special provisions.

Vehicle Signal Heads, Backplates. and Signal Framework

Vehicle signals consist of a signal mounting assembly, backplate and signal face. Vehicle signals shall conform with Section 86-1.02R of the State Specifications.
Vehicle signals shall be listed on the latest State Authorized Material List for LED Traffic Signal Modules (effective 11/19/2018). Products whose authorization has expired will be allowed. Known manufacturers on the State Authorized Material List are Dialight, Duralight, EOI, GE, Leoteck, SoBright and SolarMax.
Signal section housings shall be metal. Signal backplates shall be metal.
All vehicle signal heads shall be 12" (300mm) without Programmed Visibility.
All signal mounting assemblies shall conform to State Standard Specifications and Revised Standard Specifications.
Signal framework shall be made of steel and powder coated black. Signal framework shall include terminal compartments. Orientation of the framework shall be as indicated in the plans and confirmed by the Contractor prior to ordering from the manufacturer.

Pedestrian Signal Heads

Pedestrian signals consist of a signal mounting assembly and signal face. Vehicle signals shall conform with Section 86-1.02S of the State Specifications.

Vehicle signals shall be listed on the latest State Authorized Material List for LED Traffic Signal Modules (effective 11/19/2018). Products whose authorization has expired will be allowed. Known manufacturers on the State Authorized Material List are Dialight, Duralight, EOI, GE, Leoteck, SoBright and SolarMax.

LED pedestrian signal unit shall be countdown type.

The pedestrian signal face shall have an aluminum honeycomb screen.

Accessible Pedestrian Signals

Accessible Pedestrian Signals (APS) shall conform to Section 86-1.02T of the State Specifications and the latest Caltrans Authorized Material List for Accessible Pedestrian signals. Known manufacturers on the Authorized Materials list are Campbell, Pelco and Polara.

APS shall be configured as three-wire systems that include an APS control unit housed inside the same-phase pedestrian signal head.

Push button assemblies shall be made of die-cast aluminum.

Retroreflective Tape

Backplate tape shall be 3M Prismatic, Series 3930 or 3990, Yellow, 2-inch width or approved equal. New backplates may come preinstalled reflective border or the contractor may apply reflective tape to new and existing backplates.

200-8.3 Cost Breakdown / Schedule of Values

The Contractor shall furnish to the Engineer a Schedule of Values for the Traffic Signal and Lighting System contract lump sum item of work described in this Section. Quantities required to complete the work shown on the plans are provided to the Contractor. The Contractor shall verify and is responsible for the accuracy of the quantities and values used in the schedule of values submitted for approval. The Schedule of Values shall be submitted within 5 working days following issuance of the Notice to Proceed (NTP), and at least 15 working days prior to the proposed start of on-site work, for review and approval by the Engineer.

No adjustment in compensation will be made in the contract lump sum prices paid for the various Traffic Signal and Lighting System work due to any differences between the quantities shown in the schedule of values furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

The sum of the amounts for the units of work listed in the schedule of values for the electrical, shall be equal to the contract lump sum price bid for the work. Overhead, profit,

bond premium, temporary construction facilities, plant and other items shall be included in each individual unit listed in the schedule of values; however, costs for traffic control system shall not be included.

The schedule of values shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made. At the Engineer's discretion, the approved schedule of values may be used to determine partial payments during the progress of the work and as the basis of calculating the adjustment in compensation for the item or items of electrical work due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved schedule of values, the adjustment in compensation may be determined at the Engineer's discretion in the same manner specified for increases and decreases in the quantity of a contract item of work in accordance with Section 4 1.03B, "Increased or Decreased Quantities," of the State Specifications.

The schedule of values shall, as a minimum, include the items listed in the table below:

#	Description	Qty	Unit	Unit Price
1	Demolition	1	LS	
2	Pull Box No. 6	2	EA	
3	Pull Box No. 5	1	EA	
4	PHB Signal Head 3-Section 12" Balls	6	EA	
	Signal Mounts			
5	MAS-3A	2	EA	
6	SV-2-T	1	EA	
7	TV-2-T	1	EA	
8	SP-1-T	2	EA	
9	Pedestrian Signal Countdown (Total)	2	EA	
10	Econolite 2070E Controller	1	EA	
11	Type 2018ECL Conflict Monitor	1	EA	
12	Type 332L Controller Cabinet and Foundation	1	EA	
13	Battery Backup Cabinet and System	1	EA	
14	Service Cabinet Connection & PG&E Coordination	1	EA	
15	Conduit & Conductors	1	LS	
16	Install R10-23A on Mast Arm	2	EA	
Total				

200-8.4 Execution

General

Contractor shall provide five (5) working days advance notice to the Engineer prior to beginning work on the existing traffic signal controller. Engineer will coordinate signal work with the Town of San Anselmo Public Works department to maintain the existing signals. Construction methods shall conform with Section 87-1.03A of the State Specifications, as amended below:

The Engineer determines the final locations of electrical systems.

Verify the locations of electrical systems and the depths of existing detectors, conduits, and pull boxes. Verify the location of proposed signal pole foundations by potholing.

Notify the Engineer before performing work on the existing system.

Contractor may shut down the system for alteration or removal with prior notice to the Engineer for a previously agreed-upon day, time and duration.

Where an existing underground facility is shown within 10 feet of any excavation, locate and field mark the facility before performing work that could damage or interfere with the existing facility.

If an existing facility is within 2 feet of an excavation, determine the exact location of the facility by excavating with hand tools before using any power-operated or power-driven excavating or boring equipment. A vacuum excavator may be used if authorized.

Notify the Engineer immediately if an existing facility is damaged by your activities.

Limit the shutdown of traffic signal systems to normal working hours. Notify the Engineer and the Central Marin Police Authority before shutting down the signal.

If you work on an existing lighting system and the roadway is to remain open to traffic, ensure the system is in operation by nightfall.

Do not use electrical power from existing highway facilities unless authorized.

Maintain a minimum 48-inch clearance for a pedestrian pathway when placing equipment.

Except for service installation or work on service equipment enclosures, do not work above ground until all materials are on hand to complete the electrical work at each location.

Bond all metal components to form a continuous grounded system as specified in National Electrical Code (NEC).

Ground metallic equipment mounted less than 8 feet above the ground surface on a wood pole.

If you damage any portion of a concrete curb, sidewalk, curb ramp, driveway, or gutter depression, replace the entire section between contraction or expansion joints under section 73.

Perform an operational test of the systems.

Before starting the operational test for systems that impact traffic, the system must be ready for operation, and all signs, pavement delineation, and pavement markings must be in place at that location.

Conduit

Conduit installation shall conform with Section 87-1.03B of the State Specifications.

Excavating and backfilling for electrical systems shall conform with Section 87-1.3E of the State Specifications.

Existing underground conduit to be incorporated into a new system shall be cleaned with a mandrel or cylindrical wire brush and blown clean with compressed air.

Trench backfill and resurfacing shall be per Marin UCS 330-350.

Conduit shall extend 1.5 inches above the bottom of pull boxes.

Conduit shall be placed by the Trenching-In-Pavement method at locations where conduit is required to be installed under pavement and existing underground facilities requiring special precautions, consistent with Section 87-1.03B(6) of the State Specifications.

Conduit runs shown on the plans to be located behind curbs may be installed in the street within three (3) feet of the face of curb by the “Trenching in Pavement Method” described in Section 86-2.05C “Installation: of the State Specifications.

After conductors have been installed, the ends of conduits terminating in pull boxes and service and controller cabinets shall be sealed with an approved type of sealing compound.

Pull Boxes

Pull box installation shall conform with Section 87-1.03C(1) of the State Specifications.

Install a pull box on a bed of crushed rock.

Pull boxes shall not be located within sidewalk access ramp areas.

Where new conduit is to be installed into an existing pull box, the Contractor shall remove and dispose of the existing pull box and shall furnish a new pull box of equal or greater size. Existing pull boxes to be removed will be backfilled with the same kind of material as found on the Work or with materials of equal or better quality. Whenever a part of a square or slab of existing sidewalk, curb and gutter, or driveway is broken or damaged, the entire square, section or slab shall be removed and the concrete reconstructed. Payment for backfilling, compaction and sidewalk repair shall be included in the unit cost breakdown for removal of each item.

Pull Tape

Pull tape shall be installed in new conduits between pull boxes.

Conductors and Wiring

Installation for conductors and wiring shall conform to Section 87-1.03F of the State Specifications.

New traffic signal conductors (No. 14 conductors) installed in new conduit shall run unspliced from controller to traffic signal pole and as indicated in the conductor schedule.

Splices for conductors of the type not specified above shall be insulated by "Method B" or by heat shrink tubing conforming to the requirements of Section 87-1.03H(2) “Splice Insulation," of the State Specifications.

Field conductors terminating on terminal strips in traffic signal controller assemblies shall be provided with non-insulated spade lugs of a type approved by the Engineer. Spade lugs shall be soldered by the hot iron or pouring method after crimping the lug to the conductor by use of an approved crimping tool. Open flame soldering will not be permitted.

All splices shall be made by using "C" shaped compression connectors crimped and soldered by the hot-iron method. Open flame soldering will not be permitted.

Signal power conductors between the service equipment enclosure and the controller assembly shall not be spliced. The signal neutral power conductor shall run from the service equipment enclosure to the controller assembly without splicing to any other neutral conductor.

Foundations

The elevation of the top of controller cabinet foundation above the surrounding pad or sidewalk elevation shall be per RSP ES-3C.

Existing controller cabinet and service cabinet foundations shall be removed and backfilled with the same kind of material as found on the Work or with materials of equal or better quality.

New controller cabinet foundations shall be located to provided two (2) feet of minimum clearance between face of curb and any portion of the cabinet. The controller cabinet ground bus shall be bonded to the controller equipment enclosure.

Standards, Steel Pedestals and Posts

Where sign panels are shown to be installed on traffic signal mast arms, sign hardware shall conform to Detail U of Standard Plan ES-7N.

Where sign panels are shown to be mounted on traffic signal or lighting standard shafts, sign mounting hardware shall conform to Standard Plan RS4, Strap and Saddle Bracket Method.

Where the plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.

Controller Cabinets

Remove and salvage the existing RRFB controller cabinet.

The Contractor shall construct the controller cabinet foundation (including furnishing and installing anchor bolts), shall install the controller cabinet on said foundations, and shall make all field wiring connections to the terminal blocks in the controller cabinet. Installation of the controller cabinet, foundation and battery backup system cabinet shall conform to Standard Plan ES-3C.
Full documentation of the operating software shall be included in the Maintenance and Operations Manual to be furnished as specified elsewhere in these Special Provisions.
The Contractor shall connect field conductors to terminals in the cabinet to provide the phasing shown on the plans.
Timing of controller functions will be the responsibility of the Town of San Anselmo.
The Contractor shall notify the Engineer in writing at least five (5) work days in advance of the date on which they desire turn-on of the controller assembly.
A representative of the controller manufacturer and the signal maintenance personnel shall be present for signal turn on. Turn on shall not be on Friday.

Traffic Signal Controller

Contractor shall perform conductor, battery backup and system tests in the presence of the Town's Representative before starting operation of an electrical system.

Vehicle Signal Heads

Signal head, face and backplate installation shall conform to Section 87-1.03R of the State Specifications. All signal heads, vehicle and pedestrian, shall be sealed with a flat metal washer and neoprene gasket installed on the lock nipple inside the top signal section and/or pedestrian housing opening in contact with the serrated elbow fitting of the mounting assembly.
Orient louvers, visors, and signal faces such that they are clearly visible to approaching traffic from the direction being controlled.
Keep the heads covered or direct them away from traffic until the system is ready for operation.

Pedestrian Signal Heads

Pedestrian signal head installation shall conform to Section 87-1.03S of the State Specifications.
Pedestrian signals shall be mounted 7 feet to the lower bolts.

Accessible Pedestrian Signals

Arrange to have a manufacturer's representative or vendor program the accessible pedestrian signal with an audible message or tone.

Battery Backup System

Notify the Engineer 48 hours before testing the battery backup system.
Test the system in the presence of the Engineer by turning off the power to the signal system at the service equipment enclosure. The signal system must run continuously for 30

minutes. If the battery backup system fails, correct the problem and retest the system for another 30 minutes. After successful completion of the test, turn the power on for the signal system.

Retroreflective Tape

Contractor shall install new backplates with preinstalled reflective border or apply reflective tape to new or existing backplates.

200-8.5 Functional Testing

Contractor shall perform controller tests in the presence of the Engineer before starting operation of an electrical system.

The functional test for the signal system shall consist of not less than 14 days. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 14 days of continuous, satisfactory operation is obtained.

200-8.6 "As-Builts"

A complete set of "as built" drawings shall be maintained, by the contractor, in good condition on a day-to-day basis and shall be delivered to the Town prior to final acceptance of the project at no additional cost to the Town.

Record of Job Progress: Keep an accurate dimensional record of the "as built" locations and of all work. This record shall be kept up to date on blueline prints as the job progresses and shall be available for inspection at all times. It shall be reviewed by inspector prior to each monthly application for payment.

Include on "as built" drawings:

- Routing of all buried or concealed electrical feeders and conduits.
- Actual trench locations.
- Final equipment locations, types and deviations.
- Depth of conduit (if conduit installation is performed by boring method).

200-8.7 Measurement and Payment

See Section 100-2 for a description of how the Engineer will measure and pay this item.

APPENDIX 1

CERTIFIED PAYROLL GUIDELINES

AT THE START OF THE JOB PLEASE PROVIDE THE FOLLOWING FOR EACH CONTRACTOR / SUBCONTRACTOR:

1. A list of all trades & crafts anticipated on the job (see separate example sheet).
   For example, if the project is calling for state prevailing wages, the relevant information can be found on www.dir.ca.gov/OPRL/PWD/index.htm. Make sure you check if the project is state or federal.
2. If fringes are paid directly to a plan (partly or in full), please provide fringe benefit statements for all crafts anticipated
3. Proof of payment of training dues (if applicable)
4. A list of all subcontractors anticipated on the job (applies to main contractor only)

PLEASE NOTE:

- The start date of the job is payroll week #1 for the main contractor and every subcontractor on the job, regardless of being on the job at the beginning or not.
- For each week please provide either a payroll report with statement of compliance OR where no work is performed a statement of non-performance for all contractors/subs. The only exception: The weeks before the initial work start can be grouped into 1 statement of non-performance as long as the entire time frame is specified. Otherwise a statement of non-performance is required weekly.
- When a contractor/subcontractor has completed their work on the job, a FINAL statement of non-performance is required. This can be identical to a regular statement of non-performance except it needs to specify that it is the final statement.
- It is imperative payroll documents are received complete and promptly in order to authorize the contractor's invoices. Therefore, please send 1 set of originals with wet signatures of everything as promptly as possible

Rev. 0
February 2020

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS
PAYROLL NO. / FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

D

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

STATEMENT OF NON-PERFORMANCE

Name of Contractor / Subcontractor:_____

Payroll Number(s): #_____

Final Statement of Non Performance (Please circle): Yes No

Payroll Week Ending Date: _____

I do hereby state that no mechanics, laborers, apprentices or trainees were employed on the construction site of the Project _____ _____ during the payroll period commencing on the__ day of _____ 20__ and ending the day of_____ 20__.

Signature of Authorized Person:_____

Title: _____

Date: _____

LIST OF TRADES & CRAFTS

PROJECT NAME:
CONTRACTORS NAME:
PAYROLL CONTACT PERSON:
PHONE:
EMAIL:
DATE:

TRADE OR CRAFT	PREVAILING WAGE CLASSIFICATION & GROUP	DETERMINATION NUMBER	PAGE NUMBER	FEDERAL/ STATE	EXPIRATION

Note:

* Denotes rate is good for the life of the project

** Denotes predetermined increase

LIST OF TRADES & CRAFTS

EXAMPLE ONLY - TO SHOW HOW TO FILL THIS IN CORRECTLY

PROJECT NAME: National City Street Resurfacing
CONTRACTORS NAME: XYZ Construction Inc.
PAYROLL CONTACT PERSON: Pete Smith
PHONE: 619 111 2222
EMAIL: petesmith@xyzconstruction.com
DATE: 2nd April 2013

TRADE OR CRAFT	PREVAILING WAGE CLASSIFICATION & GROUP	DETERMINATION NUMBER	PAGE NUMBER	FEDERAL/ STATE	EXPIRATION
LABORER (CONSTRUCTION-FENCE ERECTOR-HOUSEMOVER)	LABORER: ENGINEERING CONSTRUCTION, GROUPS 1 & 5	SD-23-102-3-2012-1	30	STATE	June 30, 2013**
LABORER AND RELATED CLASSIFICATIONS	LABORER: BUILDING CONSTRUCTION, GROUPS 1, 2, 4	SD-23-102-4-2012-1	29	STATE	June 30, 2013**
OPERATING ENGINEER	GROUPS 2, 4, & 8	SD-23-63-3-2011-2	25	STATE	June 30, 2012*
PARKING AND HIGHWAY IMPROVEMENT (STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)	GROUPS 2 & 4	SC-23-102-6-2011-1	18E	STATE	June 30, 2012*

Note:

* Denotes rate is good for the life of the project

** Denotes predetermined increase

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number:	Project Name:	Today's Date:

Contractor / Subcontractor Name:	Business Address:

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay: $

FRINGE BENEFITS			
	Health & Welfare		PAID TO: Name: / Address:
	Pension		PAID TO: Name: / Address:
	Vacation/ Holiday		PAID TO: Name: / Address:
	Training and/or Other		PAID TO: Name: / Address:

Classification:	Effective Date:	Subsistence or Travel Pay: $

FRINGE BENEFITS			
	Health & Welfare		PAID TO: Name: / Address:
	Pension		PAID TO: Name: / Address:
	Vacation/ Holiday		PAID TO: Name: / Address:
	Training And/or Other		PAID TO: Name: / Address:

Classification:	Effective Date:	Subsistence or Travel Pay: $

FRINGE BENEFITS			
	Health & Welfare		PAID TO: Name: / Address:
	Pension		PAID TO: Name: / Address:
	Vacation/ Holiday		PAID TO: Name: / Address:
	Training And/or Other		PAID TO: Name: / Address:

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Submitted: Contractor / Subcontractor	**By:**	**Name / Title**

++++++++++++++++ EXAMPLE ONLY +++++++F-T-b-444-++

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract Number:	Project Name:	Today's Date:
Spec. No. 12-14	**National City 8th Street Upgrades**	**5th May 2013**

Contractor / Subcontractor Name:	Business Address:
ABC Contracting	**123 X St, National City, CA 91950**

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees on the various classes of work are tabulated below.

Classification:	Effective Date:	Subsistence or Travel Pay:
Laborer: Building Construction, Group 1, 2, 3	July 1st 2012-June 30th 2013	$

FRINGE BENEFITS				
Health & Welfare	$ **6.81**	PAID TO:	Name:	**Kaiser Permanente**
			Address:	**22 A Street, San Diego, CA 92101**
Pension	$ **5.30**	PAID TO:	Name:	**XYZ Pension,**
			Address:	**55 B Street, Poway, CA 92111**
Vacation/ Holiday	$ **4.00**	PAID TO:	Name:	**Paid directly to Employee**
			Address:	
Training and/or Other	$ **1 .03**	PAID TO:	Name:	**Training $0.64 paid to training fund**
			Address:	**Other $0.39 paid directly to employee**

Classification:	Effective Date:	Subsistence or Travel Pay:
Operating Engineer, Group 1	July 1st 2012 - Rate good for life of project	$

FRINGE BENEFITS				
Health & Welfare	$ **21.00**	PAID TO:	Name:	**Kaiser Permanente**
			Address:	**22 A Street, San Diego, CA 92101**
Pension	$ **0**	PAID TO:	Name:	
			Address:	
Vacation/ Holiday	$ 0	PAID TO:	Name:	
			Address:	
Training And/or Other	$ **0.33**	PAID TO:	Name:	**Paid to California Apprenticeship Council**
			Address:	**P.O. Box 420603, San Francisco, CA 94142**

Classification:	Effective Date:	Subsistence or Travel Pay:
		$

FRINGE BENEFITS				
Health & Welfare		PAID TO:	Name:	
			Address:	
Pension		PAID TO:	Name:	
			Address:	
Vacation/ Holiday		PAID TO:	Name:	
			Address:	
Training And/or Other		PAID TO:	Name:	
			Address:	

Supplemental statements must be submitted during the progress of work should a change in rate of any of the classifications be made.

Submitted: Contractor / Subcontractor	By: Name / Title
ABC Contracting	**Pete Smith, HR/Payroll**

APPENDIX 2
CLOSE OUT DOCUMENTS

CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: _____

TO: Town of San Anselmo
Department of Public Works
525 San Anselmo Avenue
San Anselmo, CA 94960

FROM: _____
(Firm or Corporation)

PROJECT: SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE PEDESTRIAN HYBRID BEACON, CIP Project No. 2024 HAWK

This is to certify that I, acting as an authorized official of the above stated firm or corporation, have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject Project and Contract Documents:

1. I know, of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the Bid, Contract Documents and Contract.

2. The contract work is now complete in all parts and requirements, and ready for your final inspection.

3. I understand and agree that neither the determination by the Owner that the work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents or as a bar or waiver of tort and contract claims that might be alleged with respect to performance of the work.

_____	_____
Signature of Prime Contractor	Signature of Prime Contractor
_____	_____
Print name and title	Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

CONTRACTOR'S AFFIDAVIT OF DISPOSAL

WHEREAS, on the _____ day of _____, 20_____, the undersigned entered into and executed a contract with Town of San Anselmo for the SIR FRANCIS DRAKE BOULEVARD AND SAUNSERS AVENUE PEDESTRIAN HYBRID BEACON PROJECT as particularly described in said contract and identified as CIP Project No. 2024 HAWK, and

WHEREAS, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner" and that all designated recyclable materials are properly recycled in compliance with the Town of San Anselmo Ordinances.

WHEREAS, said contract has been completed, all surplus materials disposed of, and proof of compliance with the Town of San Anselmo Municipal Code has been furnished.

NOW, THEREFORE, in consideration of the final payment by the Town of San Anselmo to said Contractor under the terms of said contract, the undersigned Contractor, hereby certifies and affirms under penalty of perjury that all surplus materials as described in said contract have been disposed of at the following location(s):

_____	_____
Type of material disposed of	Type of material disposed of
_____	_____
Name of disposal site	Name of disposal site
_____	_____
Address of disposal site	Address of disposal site
_____	_____
Type of material disposed of	Type of material disposed of
_____	_____
Name of disposal site	Name of disposal site
_____	_____
Address of disposal site	Address of disposal site

By signing and submitting this form to the Town of San Anselmo on this ____ day of _____, 20___, I (we) hereby certified and swear under penalty of perjury under the laws of the State of California that the aforementioned information is true and correct without omission, error or misrepresentation.

_____	_____
Signature of Prime Contractor Date	Signature of Prime Contractor Date
_____	_____
Print name and title	Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

CONSENT OF SURETY FOR FINAL PAYMENT

In accordance with the provisions of the contract between the Owner and the Contractor, and the following named Surety:_____

on the Payment Bond in the amount of _____Dollars,

of the following named Contractor:_____

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety named herein of any of its obligations to the Owner, as set forth in said Surety company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20_____.

_____

Signature of Authorized Surety Representative

_____

Title

(CORPORATE SEAL)

CONTRACTOR'S AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been contracted by the Town of San Anselmo to furnish labor and materials for the SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE PEDESTRIAN HYBRID BEACON PROJECT, CIP Project No. 2024 HAWK, under a contract dated the _____day of _____, 20___, in the Town of San Anselmo, County of Marin, State of California, of which Town of San Anselmo is the Owner.

NOW, THEREFORE, this _____ day of _____, 20___ the undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in anyway be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

_____	_____
Signature of Prime Contractor Date	Signature of Prime Contractor Date
_____	_____
Print name and title	Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

GUARANTEE AGREEMENT

TO:The TOWN OF SAN ANSELMO (Owner), for construction of the SIR FRANCIS DRAKE BOULEVARD AND SAUNDERS AVENUE PEDESTRIAN HYBRID BEACON PROJECT.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

1.01 Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

1.02 Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

1.03 If within one year after the date of Final Acceptance, or such other period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents or any extended warranty or guaranty, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

1.04 Contractor shall respond within 72 hours to any claim made by Owner pursuant to this guaranty.

1.05 Observation and inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

1.06 This Guaranty is in addition to any other Contractor warranties contained in the Contract Documents, and not in lieu of, any and all other Contractor liability imposed under the Contract Documents or at law. In the event of any conflict or inconsistency between the terms of this Guaranty and any Contractor warranty or obligation Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the greater protection to Owner.

(Signature line on next page)

Date: _____, 20___

_____
Contractor's Name

By: _____
Signature

_____
Print Name

_____
Title

_____
Street Address

_____
Town, State, Zip code

STAFF REPORT

TOWN OF SAN ANSELMO Item #: 3.3

MEETING DATE: August 27, 2024

AGENDA TITLE: Review of Overnight Parking Regulations

FROM: Scott Schneider, Assistant PW Director
Sean Condry, Building and PW Director

RECOMMENDATION: That the Council discuss the current overnight parking regulations and provide direction to staff

BACKGROUND

In the spring of 2024, the Town Council requested that staff bring a report outlining the Town's overnight parking regulations for review. Staff conducted research and has outlined these rules, when they were enacted and how they have been modified over time.

The first overnight parking regulations were included in Ordinance 207 (Attachment 2), adopted by the Town Council in July 1930, which replaced Ordinance 196 (Attachment 1), adopted in July 1928. Both ordinances covered parking and traffic regulation and enforcement. The meeting minutes don't include any discussion on why the overnight parking ban was included. Ordinance 207 was passed with a 3/2 vote, and included:

"Section 33: Early Morning Parking Limited. It shall be unlawful for the operator of any vehicle to park said vehicle on any street for a period of time longer than one (1) hour between the hours of 2 am and 6 am of any day."

The penalties included $50 or 5 days in jail for the first offence, $100 or ten days in jail, or both, for a second offence and $300 or 3 months in jail, or both, for a third offence.

The Chief of Police was responsible for creating signage, striping, curbing and enforcement.

In September of 1958, Ordinance 452 (Attachment 3) replaced Ordinance 207, passing unanimously, with the major changes including a ban on storage of vehicles on public roadways over 120 hours (5 days), a listing of every approved stop sign in town, and:

“Section 88. All Night Parking Prohibited. No person shall stop, stand or park a vehicle on any street for a period of time longer than thirty (30) minutes between the hours of 2 am and 6 am of any day.”

In February 1966, Ordinance 527 (Attachment 4) changed the storage limit to 72 hours, and addressed abandoned and inoperable vehicles.

In December 1982, Ordinance 834 (Attachment 5) replaced Ordinance 452, adding a 7-night guest permit ($1/night), a disabled (broken down) vehicle 1-night permit, and a Hardship permit, determined by the Town Clerk meeting certain requirements (no place to park on the lot, etc).

In June 2000, a Task Force reviewed the overnight parking restriction for about 6 months prior to the Town Council adopting Ordinance 1018 (Attachment 6), which replaced Ordinance 834, passing unanimously and changing the hardship determination from the Town Clerk to the Chief of Police or his/her designee. See Overnight Parking Task Force Report dated December 5, 2000 (Attachment 7) and Meeting Minutes January 9, 2001 (Attachment 8). After discussions, the Council directed staff to update the Council on how the new hardship rules were working. Eleven months later, staff reported that the rules appear to be working, although “occasional adamant opposition to the overnight parking prohibition continues”.

In 2016, Ordinance 1106 (Attachment 9) added rules on trailers, camp cars and camping.

Currently, the Central Marin Police Authority (CMPA) issues all hardship permits, guest permits, as well as merchant stickers (Shop San Anselmo) for all day parking in 4-hour zones.

DISCUSSION/ANALYSIS

The overnight parking rules were established with two purposes in mind; to provide emergency vehicle clearance on narrow streets during nighttime hours when most residents would be home, and to keep Town streets and roads clear of abandoned vehicles.

<u>Emergency Vehicle Access and Evacuation Routes</u>
Many roads in the hills of San Anselmo are very narrow. Law requires that 12 feet of clearance is maintained at all times to allow for emergency vehicle access. With the emphasis over the past decade on wildfire risk, keeping evacuation routes clear have become a major focus. Although CMPA patrols the Town on a 24 hour basis, officers cannot visit every road daily. Officers often respond to resident reports of infractions and evaluate compliance on a case-by-case basis.

Both the 12 foot clearance rule and the overnight parking restrictions are in place to provide guidance to residents and to curtail potential hazards.

Periodic Reviews

In reviewing the recorded documentation from the many community discussions that have taken place over the past 94 years since the ordinance was enacted, staff notes that while adjustments have been made to the hardship permit rules, that the rules prohibiting parking on Town streets between the hours of 2am and 6am has remained in place.

Potential Next Steps

If the Council would like to explore options or potentially make changes to the overnight parking rules, staff recommends appointing an ad hoc subcommittee to work with staff with the goal of bringing a report with recommendations back to the Town Council for consideration.

FISCAL IMPACT

In Fiscal Year 2023/2024, the Town received approximately $109,148 from parking citation revenue. The Town does receive data that would allow for extrapolating how much of this revenue is specifically related to this ordinance.

CEQA AND CLIMATE ACTION PLAN CONSISTENCY

Conducting a Council discussion regarding overnight parking 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).

ATTACHMENTS

Attachment 1 - Ordinance 196
Attachment 2 – Ordinance 207
Attachment 3 – Ordinance 452
Attachment 4 – Ordinance 527
Attachment 5 – Ordinance 834
Attachment 6 – Ordinance 1018
Attachment 7 – Overnight Parking Task Force report 12/5/2000
Attachment 8 – Meeting Minutes of 1/9/2001 Town Council Meeting
Attachment 9 – Ordinance 1106

ORDINANCE NO. 196

AN ORDINANCE DESIGNATING CERTAIN PUBLIC STREETS AND HIGHWAYS IN THE TOWN OF SAN ANSELMO AS BOULEVARDS, REGULATING TRAFFIC THEREON AND UPON STREETS INTERSECTING SUCH BOULEVARDS AND PROVIDING FOR SIGNS AND SIGN-POSTS UPON SUCH BOULEVARDS AND INTERSECTING STREETS.

The City Council and Board of Trustees of the Town of San Anselmo do ordain as follows:

Section 1. Whenever in this ordinance the following terms are used, they shall have the meanings respectively ascribed to them in this section:

Street. Every way set apart for public travel except alleyways, bridle paths and foot paths.

Roadway. That portion of a street between the regularly established curb lines.

Alley. A public highway which does not exceed twenty (20) feet between property lines.

Sidewalk. That portion of a street between the curb lines and the adjacent property lines.

Intersection. The area embraced within the prolongation of the property lines of two or more streets which join at an angle, whether or not one such street crosses the other.

Crosswalk. That portion of the roadway included within the prolongation of curb and property lines at street intersections.

Safety Zone. That marked portion of a roadway reserved for the exclusive use of pedestrians.

Loading Zone. That space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

Vehicle. Every device or animal by which any person or property is or may be transported or drawn upon a street, excepting devices moved by human power or used exclusively upon rails. For the purpose of this ordinance a bicycle shall be deemed a vehicle.

Operator. Any person who is in actual physical control of a vehicle as herein defined.

Right-of-way. The privilege of the immediate use of the street.

Park. To stand a vehicle for a period of time greater than is reasonably necessary for the actual loading or unloading of persons or materials.

Official Warning and Direction Signs and Signals. All warning and direction signs and signals not inconsistent with this ordinance heretofore or hereafter placed or erected under this ordinance or by authority of the City Council (Board of Trustees).

Traffic. Pedestrians and vehicles, either singly or together, while using any street for purposes of travel.

Section 2. The City Council and Board of Trustees shall by resolution determine and designate the character of all official warning and direction signs and signals. Subject to such selection the Town Marshal is hereby authorized, and as to those signs required hereunder it shall be his duty, to place and maintain or cause to be placed and maintained all official warning and direction signs and signals. All signs authorized and required hereunder for a particular purpose shall be uniform.

No provision of this ordinance for which signs are required shall be enforceable against the alleged violator if at the time and place of the alleged violation the sign herein required is not in proper position and sufficiently legible to be seen by an ordinary observant person.

Section 3. It shall be unlawful for any operator or pedestrian to disobey the instruction of any mechanical or electrical traffic signal, traffic sign or marks upon the street placed in accordance with the provisions of this ordinance.

Section 4. Whenever traffic at any intersection is regulated by a "Stop" and "Go" mechanical or electrical signal, the following colors may be used, and none other, and those colors herein authorized shall indicate as follows:

Red, except in flashing signals, requires that traffic shall stop and remain standing.

Green requires that traffic shall move and continue in motion, except when stopped for the purpose of avoiding an accident or in the event of other emergency or when stopped at the command of a traffic officer.

Amber shall indicate preparation for a change in the direction of traffic movement. When amber is shown no traffic shall enter the intersection until a green or "Go" signal is shown.

Bells. The ringing of a bell in connection with any mechanical or electrical traffic signal shall indicate preparation for a change in the direction of traffic movement. When such bell is sounded no traffic shall enter the intersection until a green or "Go" signal is shown.

When any bell is ringing, or any signal is swinging or moving over or above the right-of-way or rails of any steam or electric railroad crossing a street, no traffic shall enter

such right-of-way or pass across the same upon said street.

It shall be unlawful for any person to wilfully deface, injure, move or interfere with any official warning or direction sign or signal.

Section 5. The provisions of this ordinance regulating the movement, parking and standing of vehicles shall not apply to emergency vehicles of the Marshal or of the Sheriff or of any of their deputies or of the Fire Department or of a public utility while the driver of any such vehicle is engaged in the necessary performance of public emergency duties.

Section 6. The following streets and parts of streets are hereby designated as, and declared to constitute, boulevards for the purpose of this ordinance:

Main Street from the southerly line of Bolinas Avenue northerly to its intersection with Redhill Avenue;

San Anselmo Avenue, for its entire length from the southerly line of Bolinas Avenue to its intersection with Redhill Avenue;

Redhill Avenue, for its entire length from the easterly boundary line of the Town to the westerly boundary line of the Town.

Section 7. Every operator of a vehicle traversing any street intersecting any boulevard shall bring such vehicle to a full stop at the place where such street meets the nearest property line of the boulevard before entering such boulevard, providing the property line is clearly marked or sign-posted as required in this ordinance, except at intersections where and when traffic is subject to stop and go signals or directions.

Section 8. The Town Marshal is hereby authorized and required to place and maintain or cause to be placed and

maintained upon each and every street intersecting a boulevard, determined by the Town Marshal to require the same, and at or near the property line of the boulevard, appropriate signs upon the street or devices or marks in the roadway, such signs, devices or marks to bear the word "Stop" or the words "Boulevard Stop" in such position and with letters of a size to be clearly legible from a distance of fifty (50) feet along the street intersecting the boulevard.

Whenever a boulevard intersects another boulevard such signs, devices or marks shall be placed and maintained upon such intersecting boulevard at such places thereon as may be determined by the Town Marshal; provided that whenever a railroad right-of-way or the rails of any steam or electric railway cross any street at or near the intersection of such street with a boulevard, or cross any boulevard at or near its intersection with another boulevard, the Town Marshal shall determine the location of any signs, devices or marks or may determine that no such signs, devices or marks shall be placed upon said street or boulevard at or near said points.

Section 9. It shall be unlawful for the operator of a vehicle to stop such vehicle in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a traffic officer or a traffic sign or signal:

1. In an intersection;

2. In a cross walk;

3. Between a safety zone and the adjacent curb or within twenty (20) feet of a point on the curb immediately opposite the end of a safety zone;

4. Within thirty (30) feet of an intersecting roadway, except busses at a designated bus stop.

Upon all streets within any business district the Town Marshal shall designate the provisions of paragraphs 3 and

4 of this section by placing and maintaining red paint or other red material upon the entire curb surface within such areas, omitting any crosswalk area, or by placing and maintaining appropriate signs directing that the stopping of vehicles is prohibited.

Section 10. The Town Marshal and his deputies, and any other person duly authorized by him, are hereby authorized to direct all traffic by means of visible or audible signals, and it shall be unlawful for any person to refuse or fail to comply with any lawful order, signal or direction of such traffic officers.

Section 11. Any person violating any of the provisions of this ordinance, or any rule or regulation made by the Town Marshal pursuant thereto, shall be guilty of a misdemeanor, and upon conviction thereof shall be punished for the first offense by a fine not to exceed Fifty ($50.00) Dollars, or by imprisonment for not more than five (5) days; for a second violation within a period of one (1) year by a fine not to exceed One Hundred ($100.00) Dollars, or by imprisonment for not more than ten (10) days, or by both such fine and imprisonment; for a third and each additional offense committed within one (1) year by a fine not exceeding Three Hundred ($300.00) Dollars, or by imprisonment not to exceed three (3) months, or by both such fine and imprisonment.

Section 12. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 13. The Town Clerk is hereby directed to cause this ordinance to be published once in the San Anselmo Herald, a weekly newspaper of general circulation, published and circulated in said Town of San Anselmo and hereby designated for that purpose.

Section 14. This ordinance shall be deemed an emergency measure and one involving the public health and safety, the reason for the urgency being the fact that the traffic upon said streets herein designated boulevards is increasing and endangering the lives of persons and requires immediate regulation and control.

WHEREFORE this ordinance shall go into full force and effect immediately upon its passage, approval and publication.

B H Schmidt

President of the City Council and Board of Trustees of the Town of San Anselmo.

ATTEST: L. Brown

Town Clerk.

I hereby certify that the foregoing ordinance was duly and regularly passed and adopted by the City Council and Board of Trustees of the Town of San Anselmo, at a regular meeting thereof held on the 2nd day of July, 1928, by the following vote, to-wit:

Ayes Trustees: Dieser, Fuselman, Smith, Schmidt

Noes Trustees: None

Absent Trustees: Hensley

L. Brown

Town Clerk.

ORDINANCE NO. 207

AN ORDINANCE REGULATING TRAFFIC UPON THE PUBLIC STREETS OF THE TOWN OF SAN ANSELMO AND REPEALING ALL ORDINANCES INCONSISTENT HEREWITH.

The City Council of the Town of San Anselmo do ordain as follows:

ARTICLE I:

Definitions

Section 1. Whenever in this ordinance the following terms are used, they shall have the meanings respectively ascribed to them in this section:

Street. Every way set apart for public travel except alleyways, bridle paths and foot paths.

Roadway. That portion of a street between the regularly established curb lines.

Alley. A public highway which does not exceed 20 feet between property lines.

Sidewalk. That portion of a street between the curb lines and the adjacent property lines.

Intersection. The area embraced within the prolongation of the property lines of two or more streets which join at an angle, whether or not one such street crosses the other.

Crosswalk. That portion of the roadway included within the prolongation of curb and property lines at street intersections.

Safety Zone. That marked portion of a roadway reserved for the exclusive use of pedestrians.

Loading Zone. That space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

Vehicle. Every device or animal by which any person or property is or may be transported or drawn upon a street, excepting devices moved by human power or used exclusively upon rails. For the purpose of this ordinance a bicycle shall be deemed a vehicle.

Street Car. Every device traveling exclusively upon rails when upon or crossing a street other than devices propelled by steam.

Pedestrian. Any person afoot.

Operator. Any person who is in actual physical control of a vehicle or street car.

Traffic. Pedestrians, vehicles and street cars, either singly or together, while using any street for purposes of travel.

Central Traffic District. That portion of the Town of San Anselmo bounded and described as follows:

> Bolinas Avenue on the South; Red Hill Avenue on the North; Sequoia Avenue on the East; San Anselmo Avenue, Laurel Avenue, Crescent Road and Sunnyside Avenue on the West.

Business District. The territory contiguous to a street when fifty per cent (50%) or more of the frontage thereon for a distance of three hundred (300) feet or more is occupied by buildings in use for retail or wholesale business; also any territory contiguous to a street which is immediately adjacent to or a continuation of a street within a business district when such territory is so designated by the Chief of Police.

Right of Way. The privilege of the immediate use of the street.

Park. To stand a vehicle for a period of time greater than is reasonably necessary for the actual loading or unloading of persons or materials.

Official Warning and Direction Signs and Signals. All warning and direction signs and signals not inconsistent with this ordinance heretofore or hereafter placed or erected under this ordinance or by authority of the City Council.

ARTICLE II:

Authority of Police

Traffic Signs and Signals

Section 2. Obedience to Police. Officers of the Police Department are hereby authorized to direct all traffic by means of visible or audible signals. It shall be unlawful for any person to refuse or fail to comply with any lawful order, signal, or direction of a traffic officer, or police officer, or at any school crossing to refuse, or fail to comply with any order, signal, or direction of any person appointed by the Chief of Police to control traffic at school crossings, provided however, that such person giving any order, signal or direction at such school crossings shall at the time be wearing some insignia indicating such appointment. It shall be unlawful for any minor to direct, or attempt to direct traffic unless authorized to do so by order of the Chief of Police.

Section 2 A. It shall be unlawful for any person driving, or operating, propelling, or causing to be propelled any vehicle or street car to fail to stop within fifty (50) feet of the nearest side of a school pedestrian lane where any signal device, flagman, or other person is stationed giving warning that children are about to, or are crossing the street: and it is further declared unlawful to proceed until such signal has stopped, raised, or been removed, or the flagman or person stationed at such pedestrian lane has given a signal to go or has left the locality.

Section 3. Signs. The City Council shall by resolution determine and designate the character of all official warning and direction signs and signals. Subject to this selection, the Chief of Police is hereby authorized, and as to those signs required hereunder it shall be his duty, to place and maintain or cause to be placed and maintained all official warning and direction signs and signals. All signs authorized and required hereunder for a particular purpose shall be uniform.

No provision of this ordinance for which signs are required shall be enforceable against the alleged violator if at the time and place of the alleged violation the sign herein required is not in proper position and sufficiently legible to be seen by an ordinarily observant person.

Section 4. Obedience to Traffic Signs. It shall be unlawful for any operator or pedestrian to disobey the instructions of any mechanical or electrical traffic signal, traffic sign or marks upon the street placed in accordance with the provisions of this ordinance, provided every sign or mark made by the use of paint upon the curb shall bear thereon the official emblem of the Police Department.

No public utility or department in this city shall erect or place any barrier or sign unless of a type first approved by the Chief of Police. It shall be unlawful for any operator or pedestrian to disobey the instructions of any barrier or sign approved, as above provided, erected or placed by a public utility or by any department of this city.

Section 5. Traffic Stop and Go Signal Legend. Whenever traffic at any intersection is regulated by a stop and go mechanical or electrical signal, the following colors may be used, and none other, and those colors herein authorized shall indicate as follows:

Red, except in flashing signals, requires that traffic shall stop and remain standing.

Green requires that traffic shall move and continue in motion, except when stopped for the purpose of avoiding an accident or in the event of other emergency or when stopped at the command of a police officer.

Amber shall indicate preparation for a change in the direction of traffic movement. When amber is shown no traffic shall enter the intersection until a green or "GO" signal is shown.

Bells. The ringing of a bell in connection with any mechanical or electric traffic signal shall indicate preparation for a change in the direction of traffic movement. When such bell is sounded no traffic shall enter the intersection until a green or "GO" signal is shown.

Section 6. Chief of Police Required to Establish Crosswalks. The Chief of Police is hereby authorized and required to establish and maintain and to designate upon the surface of the roadway, by appropriate devices, marks or white lines, crosswalks approximately equal in width to the adjacent sidewalk at all intersections where in his opinion there is particular danger to pedestrians crossing the roadway.

When crosswalks are established and maintained outside the Central Traffic District or a business district, the Chief of Police shall by appropriate devices, marks or white lines, mark and maintain along the surface of the roadway an arrow not less than twelve (12) inches wide in the shaft and not less than thirty (30) feet long, pointing in the direction of such crosswalk, together with the word SLOW in block letters not less than twenty-four (24) inches high and not less than four (4) inches wide one hundred (100) feet distant from each crosswalk so established.

Section 7. Display of Unauthorized Signs Prohibited. It shall be unlawful for any person to place or maintain or to display any device, other than an official warning or direction sign or signal erected under competent authority, upon or in view of a street, which purports to be, or is an imitation of, or resembles, an official warning or direction sign or signal, or which attempts to direct the movement of traffic or the actions of operators, and any such prohibited device shall be a public nuisance, and the Chief of Police may remove it, or cause it to be removed, without notice.

It shall be unlawful for any person to wilfully deface, injure, move or interfere with any official warning or direction sign or signal.

Section 8. Police and Fire Vehicles Exempt from Certain Rules. The provisions of this ordinance regulating the movement, parking and standing of vehicles shall not apply to emergency vehicles of the police or sheriff's office or of the fire department or of a public utility while the driver of any such vehicle is engaged in the necessary performance of public emergency duties.

ARTICLE III:

Pedestrians

Section 9. Pedestrian's Right of Way at Intersections.

(a) It shall be unlawful for the operator of any vehicle or street car to drive into any crosswalk which is marked as provided in Section 6 of this ordinance, while there is in such crosswalk upon the half of the roadway upon which such vehicle is traveling any pedestrian engaged in crossing the roadway until such pedestrian shall have passed beyond the path of said vehicle.

(b) The operator of a vehicle shall stop before entering any crosswalk when any other vehicle proceeding in the same direction is stopped at such crosswalk.

(c) The foregoing provisions of this section shall not apply at intersections where traffic is being directed by an officer or a traffic stop and go signal, at which intersections the mutual rights of pedestrians and operators of vehicles shall be exercised under the direction of the officer or traffic signals.

Section 10. Pedestrian's Limited Right to Use of Roadway. When within the Central Traffic District or a business district, no pedestrian shall cross a roadway other than by a crosswalk.

Outside of the Central Traffic District or a business district no pedestrian shall cross a roadway other than by a route at right angles to the curb and when crossing at any place other than a crosswalk shall yield the right of way to all vehicles upon the roadway.

It shall be unlawful for any person to be in any roadway other than in a safety zone or crosswalk, provided that this provision shall not be construed to prevent the necessary use of a roadway by a pedestrian.

It shall be unlawful for any person to stand in a roadway for the purpose of or while soliciting a ride from the operator of any private vehicle.

Section 11. Pedestrians to Obey Signals. At intersections where traffic is directed by a traffic or police officer or by a traffic stop and go signal, it shall be unlawful for any pedestrian to cross the roadway other than with released traffic.

Section 12. Pedestrians Standing on Sidewalks. In the Central Traffic District or in any business district it shall be unlawful for any pedestrian to stand on the sidewalk, except as near as is physically possible to the building line or the curb line.

ARTICLE IV:

Rules for Driving

Section 13. Method of Approach for Left Turn. The operator of a vehicle intending to turn to the left at an intersection or into an alley or driveway shall approach the point of turning in the line of traffic next to the center of the roadway.

Section 14. Method of Turning to Left at Intersections. The operator of a vehicle in turning left at an intersection shall pass to the right of the center of the intersection before turning, except that where markers have been placed upon the intersection boundary lines to be crossed by the vehicle, the operator shall pass to the right of such markers.

Section 15. Location of Turning Markers. The Chief of Police is hereby authorized, and as to those intersectinns mentioned in paragraph (1) of this sectinn it shall be his duty, to place or cause to be placed turning markers in intersections as follows:

(1) Within intersections where either intersecting roadway is less than sixty (60) feet in width and in intersections where streets meet at other than right angles and in intersections where one street terminates in another, a marker shall be placed at every intersection of the medial line of each street with the prolongation of the property or the curb lines of the intersecting street, or as near the intersecting point of said lines as may be practical.

(2) Intersections other than those mentioned in paragraph (1) may be marked as provided in paragraph (1), or a single marker may be placed within such intersection at the intersection of the medial lines of the intersecting streets.

Section 16. Left Turns Prohibited. The operator of a vehicle shall not between the hours of seven (7) A.M. and six (6)

P.M. of any day except Sunday make a left turn at any of the ~~following~~ intersections to be designated by the Chief of Police by signs ~~shall~~ to be erected and maintained designating the provisions of this section.

Section 17. Method of Approach for Right Turn. The operator of a vehicle intending to turn to the right at an intersection or into an alley or driveway shall approach the point of turning in the line of traffic nearest the right-hand edge or curb of the street.

Section 18. When Right Turns May be Made. Within the Central Traffic District a right turn shall not be made at an intersection by the operator of any vehicle against a traffic signal.

Elsewhere the operator of a vehicle may make a right turn at any intersection irrespective of a traffic signal, after stopping at a boulevard stop and subject to the right of pedestrians at such intersection.

Section 19. When Turning Around at Intersections Prohibited. The operator of a vehicle shall not within the Central Traffic District or any business district between the hours of seven (7) A. M. and six (6) P. M. of any day except Sunday turn such vehicle at an intersection in a complete circle or so as to proceed in the opposite direction.

Section 20. Driving from Alleys. The operator of a vehicle emerging from an alley, driveway or garage shall stop such vehicle immediately prior to driving onto a sidewalk or onto the sidewalk area extended across any alleyway.

Section 21. Vehicles Shall Not Be Driven On Sidewalk. The operator of a vehicle shall not drive within any sidewalk area

except at a permanent or temporary driveway.

Section 22. Certain Vehicles Prohibited in Central Traffic District or Business District. (a) It shall be unlawful for the operator of any of the following vehicles to drive the same in the Central Traffic District or any business district between the hours of seven (7) A. M. and six (6) P. M. of any day except Sunday:

1. Any vehicle so loaded that any part of its load extends more than three (3) feet to the front or more than ten (10) feet to the rear of said vehicle.

(b) The Chief of Police is hereby authorized to establish over an appropriate street or streets and to designate by appropriate signs, through traffic routes for the movement of vehicles of two (2) or more tons capacity designed for carrying merchandise, freight or material.

When any such through traffic route or routes are established and designated by appropriate signs, the operator of any vehicle mentioned in this paragraph shall drive on such route or routes and none other except when it is impractical to do so or when necessary to traverse another street or streets to a destination for the purpose of loading or unloading, but then only by such deviation from the nearest freight route as is reasonably necessary.

Section 23. Boulevard Stops. The following streets and parts of streets and those streets subsequently so designated by resolution, are hereby declared to constitute boulevards for the purpose of this section:

Main Street from the Southerly line of Bolinas Avenue Northerly to its intersection with Red Hill Avenue.
San Anselmo Avenue for its entire length from the Southerly line of Bolinas Avenue to its intersection with Red Hill Avenue.

Red Hill Avenue for its entire length from the Easterly line of Town to the Westerly line of Town.
Greenfield Avenue from the Easterly line of Town to Main Street.
Woodland Avenue at the intersection of Cedar Street.
Saunders Avenue from Red Hill Avenue to San Anselmo Avenue.

Every operator of a vehicle or street car traversing any street intersecting any boulevard shall bring such vehicle or street car to a full stop at the place where such street meets the nearest property line of the boulevard before entering such boulevard, provided the property line is clearly marked or sign-posted as required in this ordinance, except at intersections where and when traffic is subject to stop and go signals or directions.

The Chief of Police is hereby authorized and required to place and maintain or cause to be placed and maintained upon each and every street intersecting a boulevard and at or near the property line of the boulevard appropriate signs upon the street or devices or marks in the roadway, such signs, devices or marks to bear the word "STOP" or the words "BOULEVARD STOP" in such position and with letters of a size to be clearly legible from a distance of fifty (50) feet along the street intersecting the boulevard.

Section 24. Crossing Fire Hose. No street car or vehicle shall be driven over any unprotected hose of the Fire Department when laid down on any street, private driveway or street car track, to be used at any fire or alarm of fire, without the consent of the Fire Marshal or the assistant in command.

Section 25. Bicycle Riding Restricted. It shall be unlawful to ride a bicycle upon any sidewalk. The rider of a bicycle upon a roadway shall ride as nearly as practicable within five (5)

feet of the right-hand curb or edge of the roadway except when passing a standing or other vehicle or making a left-hand turn at an intersection.

Section 26. Riding on Handle Bars Prohibited. It shall be unlawful for the operator of any bicycle or motorcycle when upon a street to carry any other person upon the bar, handle or tank of any such vehicle or for any person to so ride upon any such vehicle.

Section 27. Unlawful to Drive Through Funeral Procession. It shall be unlawful for the operator of any vehicle to drive between the vehicles comprising a funeral procession, provided that such vehicles are conspicuously so designated.

Section 28. Clinging to Moving Vehicles. It shall be unlawful for any person traveling upon any bicycle, motorcycle or any toy vehicle to cling to or attach himself or his vehicle to any other moving vehicle or street car upon any roadway.

Section 29. Use of Coasters, Roller Skates and Similar Devices Restricted. It shall be unlawful for any person upon roller skates or riding in or by means of any coaster, toy vehicle or similar device to go upon any roadway or upon the sidewalk in the central traffic district.

ARTICLE V:

Stopping, Standing and Parking

Section 30. Stopping Prohibited in Specified Places. It shall be unlawful for the operator of a vehicle to stop such vehicle in any of the following places except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or traffic sign or signal:

(1) In an intersection;
(2) In a crosswalk;
(3) Between a safety zone and the adjacent curb or within twenty (20) feet of a point on the

curb immediately opposite the end of a safety zone;

(4) Within thirty (30) feet of an intersecting roadway except busses at a designated bus stop.

Upon all streets within the Central Traffic District or any business district the Chief of Police shall designate the provisions of paragraphs (3) and (4) of this section by placing and maintaining red paint or other red material upon the entire curb surface within such areas omitting any crosswalk area or by placing and maintaining appropriate signs directing that the stopping of vehicles is prohibited.

Section 31. Standing for Loading Only in Certain Places.

(a) It shall be unlawful for the operator of a vehicle to stop said vehicle for a period of time longer than is necessary for the loading or unloading of passengers or materials, provided that the loading or unloading of passengers shall not consume more than three (3) minutes, nor the loading or unloading of materials more than twenty (20) minutes, in any of the following places:

1. At any curb where the grade of the street exceeds Twelve per cent (12%);
2. In any alley;
3. In any "loading zone";
4. At any curb within fifty (50) feet of the entrance to any police station;
5. In any marked bus stop.

(b) The Chief of Police shall determine the location of "loading zones" and shall mark by appropriate signs or as specifically required herein those places where standing for loading only is permitted under this section, subject to the following requirements and limitations:

Bus stops shall be designated by appropriate signs at those places determined by the public utility board except that a bus stop shall not exceed fifty (50) feet in length and shall not be placed adjacent to a safety zone at a street car stop;

Every loading zone, also that portion of every curb reserved for loading only by paragraph (4) of Subdivision (a) of this section shall be designated by yellow paint or other yellow material upon the entire curb surface therein with the words "LOADING ONLY" in black letters thereon;

Within the Central Traffic District or any business district not more than one-half of the total curb length in any one block may be set apart as a loading zone.

Section 32. Parking Time Limited in Specified Places. The operator of a vehicle shall not park such vehicle for longer than one (1) hour within the Central Traffic District or any business district between the hours of 6 A. M. and 6 P. M. of any day except Sunday and subject to the special restrictions imposed by Sections 30 and 31.

Signs shall be erected and maintained not more than one hundred fifty (150) feet apart in each block designating the provisions of this section.

Section 33. Early Morning Parking Limited. It shall be unlawful for the operator of any vehicle to park said vehicle on any street for a period of time longer than one (1) hour between the hours of 2 A. M. and 6 A. M. of any day.

Section 34. Standing or Parking Close to Curb. The operator of a vehicle shall not stop, stand or park such vehicle in a roadway other than parallel with the curb and with the two right-hand wheels of the vehicle within one (1) foot of the regularly established curb line, except that upon those streets which have been marked for angle parking, as provided in this section, vehicles shall be parked at the angle to the curb indicated by such marks.

The City Council, by resolution, or the Chief of Police

is hereby authorized to determine upon what streets angle parking shall be permitted and to indicate such places by the painting of white lines upon the surface of the roadway to indicate the proper angle for parking, provided that such lines shall not be placed upon, nor shall angle parking be permitted upon, any street where such parking would diminish the width of the roadway available for travel to less than ~~twenty~~ (30) feet, nor upon any street where there is less than thirty (30) feet between the curb and the nearest rail of any street car track, nor upon any street which is a continuation of or part of a county trunk line highway or a state highway unless a clear width of forty (40) feet is left for the movement of vehicles when angle parking is permitted.

The Chief of Police is hereby authorized to prohibit the parking of vehicles, provided appropriate signs are placed and maintained to give notice thereof, on one side of a street in any block where angle parking is permitted on the opposite side of the street in such block.

Section 35. Parking Vehicles For Sale. It shall be unlawful for the operator of any vehicle to park the sameupon any street for the purpose of displaying it for sale, or to park any vehicle upon any street in the Central Traffic District or any business district from which said vehicle merchandise is being sold.

ARTICLE VI:

Penalties

Section 36. Penalty. Any person violating any of the provisions of this ordinance, or any rule or regulation made by the Chief of Police pursuant thereto, shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished for the first offense by a fine not to exceed Fifty ($50.00) Dollars, or by imprisonment in the city jail for not more than five (5) days; for a second violation within a period of one (1) year by a fine not to exceed One

Hundred ($100.00) Dollars, or by imprisonment in the city jail for not more than ten (10) days, or by both such fine and imprisonment; for a third and each additional offense committed within one (1) year by a fine not exceeding Three Hundred ($300.00) Dollars, or by imprisonment in the city jail for a period not to exceed three (3) months, or by both such fine and imprisonment.

Section 37. Disposition of Fines and Forfeitures. All fines or forfeitures collected upon conviction or upon the forfeiture of bail of any person charged with a violation of any of the provisions of this ordinance shall be paid into the city treasury and deposited in a special fund, which is hereby created, to be known as the "Street Improvement Fund". There may be appropriated out of said fund such moneys as from time to time may be authorized by the City Council for the purchase and maintenance of official traffic signs, signals, lights, and paint marks necessary to designate the provisions of this ordinance, and the balance of said fund shall be used exclusively in the construction, maintenance and improvement of public streets within this city.

Section 38. Effect of Ordinance. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared unconstitutional.

Section 39. Repeal. Ordinance No. 196 of this city is hereby repealed, and all ordinances or parts of ordinances in conflict with or inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or

prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this ordinance.

Section 40. Publication of Ordinance. The Town Clerk is hereby directed to cause this ordinance to be published once in the Marin Herald, a weekly newspaper of general circulation published and circulated in said Town of San Anselmo, and hereby designated for that purpose.

Section 41. This ordinance shall be deemed an emergency measure and one involving the public health and safety, the reason for the emergency being the fact that the traffic upon the streets in the Town of San Anselmo is increasing and is endangering the lives of persons and requires immediate regulation and control.

WHEREFORE this ordinance shall go into full force and effect immediately upon its passage, approval and publication.

Carleen A. Tusselman
President of the City Council of the Town of San Anselmo.

ATTEST:

_____
Town Clerk.

I hereby certify that the foregoing ordinance was duly and regularly passed by the City Council of the Town of San Anselmo at a regular meeting thereof held on the 7th day of July 1930.

AYES: Councilmen

_____

NOES: Councilmen

ABSENT: Councilmen

_____
Town Clerk.

ORDINANCE NO. 452

AN ORDINANCE OF THE CITY OF SAN ANSELMO REGULATING TRAFFIC UPON THE PUBLIC STREETS AND PUBLIC PARKING LOTS, AND REPEALING ORDINANCE NO. 207 AND ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

The City Council of the City of San Anselmo does ordain as follows:

ARTICLE I

DEFINITIONS

Sec. 1. Definitions of Words and Phrases. (a) Whenever any words or phrases used in this ordinance are not defined herein, but are now defined in the California Vehicle Code, such definitions are incorporated herein and shall be deemed to apply to such words and phrases used herein as though set forth herein in full.

(b) The following words and phrases when used in this ordinance shall for the purpose of this ordinance have the meanings respectively ascribed to them in this article.

Sec. 2. Central Traffic District. All streets and portions of streets within the area described as follows: All that area bounded by Bolinas Avenue and Greenfield Avenue on the South; Barber Avenue, Lincoln Avenue, and the San Rafael City Limits on the East; Red Hill Avenue and Sir Francis Drake Boulevard to Fairfax City Limits on the North; and Richmond Road, Jones Street, Cedar Street, Grove Lane, San Anselmo Avenue west of Grove Lane to Lansdale Avenue, and Lansdale Avenue to the Fairfax City Limits on the West.

SEC. 3. Holidays. Within the meaning of this ordinance for the purpose of exemption from time limit parking, the following shall be considered as holidays: All Sundays and all holidays, designated as such by the Government Code of the State of California.

Sec. 4. Loading Zone. The space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

Sec. 5. Official Time Standard. Whenever certain hours are named herein, they shall mean standard time or daylight saving time as may be in current use in this city.

Sec. 6. Park. To stand or leave standing any vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading of passengers or materials.

Sec. 7. Parkway. That portion of a street other than a paved roadway or a sidewalk area, being a dividing strip between travelled roadways.

Sec. 8. Passenger Loading Zone. The space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

Sec. 9. Pedestrian. Any person afoot.

Sec. 10. Person. Every natural person, firm, copartnership, association or corporation.

Sec. 11. Police Officer. Every officer of the Police Depart-

Sec. 11.1 Sidewalk area. Sidewalk area includes all that area between a property line and curbing, or traveled roadway if there is no curbing.

of movement.

(b) Stop or Stand. When prohibited, means any stopping or standing of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

ARTICLE II

TRAFFIC ADMINISTRATION

Sec. 13. Police Administration. There is hereby established in the Police Department of this city a traffic division to be under the control of an officer of police appointed by and directly responsible to the Chief of Police.

Sec. 14. Duty of Traffic Division. It shall be the duty of the traffic division with such aid as may be rendered by other members of the police department to enforce the street traffic regulations of this city and all of the state vehicle laws applicable to street traffic in this city, to make arrests for traffic violations, to investigate traffic accidents and to cooperate with the city traffic engineer and other officers of the city in the administration of the traffic laws and in developing ways and means to improve traffic conditions, and to carry out those duties specially imposed upon said division by this ordinance and the traffic ordinances of this city.

Sec. 15. Traffic Accident Studies. Whenever the accidents at any particular location become numerous, the traffic division shall cooperate with the city traffic engineer in conducting studies of such accidents and determining remedial measures.

Sec. 16. Traffic Accident Reports. The traffic division shall maintain a suitable system of filing traffic accident reports. Accident reports or cards referring to them shall be filed alphabetically by location. Such reports shall be available for the use and information of the city traffic engineer.

Sec. 17. Traffic Division to Submit Annual Traffic Safety Report. The traffic division shall annually prepare a traffic report which shall be filed with the City Council. Such a report shall

contain information on traffic matters in this city as follows:

1. The number of traffic accidents, the number of persons killed, the number of persons injured, and other pertinent traffic accident data;
2. The number of traffic accidents investigated and other pertinent data on the safety activities of the police;
3. The plans and recommendations of the division for future traffic safety activities.

Sec. 18. The office of city traffic engineer is hereby established. The ~~city manager~~ CHIEF OF POLICE shall serve as city traffic engineer in addition to his other functions, and shall exercise the powers and duties with respect to traffic as provided in this ordinance.

Sec. 19. Duties of City Traffic Engineer. It shall be the general duty of the city traffic engineer to determine the installation and proper timing and maintenance of traffic control devices and signals, to conduct engineering analyses of traffic accidents, devise remedial measures, to conduct engineering and traffic conditions and to cooperate with other city means to improve traffic conies imposed

Sec. 19.1 - AUTHORITY AND POWER OF TRAFFIC ENGINEER. The execution of authority and power delegated in this ordinance is, in every instance, subject to the to the Traffic Engineer is, in every instance, except as to the power and prior approval of the City Council except as to such authority granted in Sections 49, 74, and 91, and as to such exceptions the Traffic Enginner need not have the prior approval of the City Council.

Sec.

(a) It shall be the duty o
or such officers as are assigned by the ch
all street traffic laws of this city and all of the state ve
laws applicable to street traffic in this city.

(b) Officers of the police department or such officers as are

assigned by the chief of police are hereby authorized to direct all traffic by voice, hand or other signal in conformance with traffic laws, provided that in the event of a fire or other emergency or to expedite traffic or to safeguard pedestrians, officers of the police department may direct traffic as conditions may require, notwithstanding the provisions of the traffic laws.

(c) Officers of the fire department, when at the scene of a fire or when in the course of their duties they are protecting the personnel or equipment of the fire department, may direct or assist the police in directing traffic.

Sec. 21. Required Obedience to Traffic Ordinance. It is a misdemeanor for any person to do any act forbidden or fail to perform any act required in this ordinance, and it shall be unlawful for any person to park, operate, or drive a motor vehicle in the City of San Anselmo contrary to the provisions or instructions of posted signs or street markings.

Sec. 22. Obedience to Police and Fire Department Officials. No person shall wilfully fail or refuse to comply with any lawful order of a police officer or fire department official when directing traffic.

Sec. 23. Traffic Regulations Apply to Persons Riding Bicycles or Animals. Every person riding a bicycle or riding or driving an animal upon a highway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this ordinance, except those provisions which by their very nature can have no application.

Sec. 24. Persons Other than Officials Shall Not Direct Traffic. No person other than an officer of the police department or a person deputized by the chief of Police or person authorized by law shall direct or attempt to direct traffic by voice, hand or other signal, except that persons may operate when and as herein provided any

mechanical pushbutton signal erected by order of the city traffic engineer.

Sec. 25. Public Employees to Obey Traffic Regulations. The provisions of this ordinance shall apply to the driver of any vehicle owned by or used in the service of the United States Government, this state, any county and city, and it shall be unlawful for any said driver to violate any of the provisions of this ordinance except as otherwise permitted in this ordinance or by the Vehicle Code.

Sec. 26. Exemptions to Certain Vehicles. (a) The provisions of this ordinance regulating the operation, parking and standing of vehicles shall not apply to any vehicle of the police or fire department, any public ambulance or any public utility vehicle or any private ambulance, which public utility vehicle or private ambulance has qualified as an authorized emergency vehicle, when any vehicle mentioned in this section is operated in the manner specified in the Calif Vehicle Code in response to an emergency call.

(b) The foregoing exemptions shall not, however, protect the driver of any such vehicle from the consequences of his wilful disregard of the safety of others.

(c) The provisions of this ordinance regulating the parking or standing of vehicles shall not apply to any vehicle of a city department or public utility while necessarily in use for construction or repair work.

Sec. 27. Report of Damage to Certain Property. (a) The driver of a vehicle, or the person in charge of any vehicle, involved in any accident resulting in damage to any property publicly owned or owned by a public utility, including but not limited to any fire hydrant, ornamental lighting post, telephone pole, electric light or power pole, or resulting in damage to any ornamental shade tree, traffic control device or other property of a like nature located in or along any street, shall within twenty-four (24) hours after

such accident make a written report of such accident to the police department of this city.

(b) Every such report shall state the time when and the place where the accident took place, the name and address of the person owning and of the person driving or in charge of such vehicle , the license number of every such vehicle, and shall briefly describe the property damaged in such accident.

(c) A driver involved in an accident shall not be subject to the requirements or penalties of this section if and during the time such driver is physically incapable of making a report, but in such event said driver shall make a report as required in subdivision (a) within 24 hours after regaining ability to make such report.

ARTICLE IV

TRAFFIC CONTROL DEVICES

Sec. 28. Authority to Install Traffic Control Devices. (a) The city traffic engineer shall have the power and duty to place and maintain or cause to be placed and maintained official traffic control devices when and as required under the traffic ordinances of this city to make effective the provisions of said ordinances.

(b) Whenever the California Vehicle Code requires for the effectiveness of any provision thereof that traffic control devices be installed to give notice to the public of the application of such law the city traffic engineer is hereby authorized to install or cause to be installed the necessary devices subject to any limitations or restrictions set forth in the law applicable thereto.

(c) The city traffic engineer may also place and maintain or cause to be placed and maintained such additional traffic control devices as he may deem necessary to regulate traffic or to guide or warn traffic, but he shall make such determination only upon the basis of traffic engineering principles and traffic investigations and in accordance with such standards, limitations and

rules as may be set forth in the traffic ordinances of this city or as may be determined by ordinance or resolution of the legislative body of this city.

Sec. 29. When Traffic Control Devices Required for Enforcement Purposes. No provision of the Vehicle Code or of this ordinance for which signs are required shall be enforced against an alleged violator unless appropriate signs are in place and sufficiently legible to be seen by an ordinarily observant person, giving notice of such provisions of the traffic laws.

Sec. 30. Obedience to Traffic Control Devices. The driver of any vehicle shall obey the instructions of any official traffic control device applicable thereto placed in accordance with the traffic ordinances of this city unless otherwise directed by a police officer subject to the exceptions granted the driver of an authorized emergency vehicle when responding to emergency calls.

Sec. 31. Installation of Traffic Signals. (a) The city traffic engineer is hereby directed to install and maintain official traffic signals at those intersections and other places where traffic conditions are such as to require that the flow of traffic be alternately interrupted and released in order to prevent or relieve congestion or to protect life or property from exceptional hazard.

(b) The city traffic engineer shall ascertain and determine the locations where such signals are required by resort to field observation, traffic counts and other traffic information as may be pertinent and his determinations therefrom shall be made in accordance with those traffic engineering and safety standards and instructions set forth in the Planning Manual of Instructions, Part 8, "Traffic" issued by the Division of Highways of the State Department of Public Works.

(c) Whenever the city traffic engineer installs and maintains an official traffic signal at any intersection, he shall likewise erect and maintain at such intersection street name signs visible

to the principal flow of traffic unless such street name signs have previously been placed and are maintained at any said intersection.

Sec. 32. Lane Markings. The city traffic engineer is hereby authorized to mark center lines and lane lines upon the surface of the roadway to indicate the course to be traveled by vehicles and may place signs temporarily designating lanes to be used by traffic moving in a particular direction, regardless of the center line of the highway.

Sec. 33. Distinctive Roadway Markings. The city traffic engineer is authorized to place and maintain distinctive roadway markings as described in the Vehicle Code on those streets or parts of streets where the volume of traffic or the vertical or other curvature of the roadway renders it hazardous to drive on the left side of such marking or signs and markings. Such marking or signs and marking shall have the same effect as similar markings placed by the State Department of Public Works pursuant to provisions of the Vehicle Code.

Sec. 34. Authority to Remove, Relocate or Discontinue Traffic Control Devices. The city traffic engineer is hereby authorized to remove, relocate or discontinue the operation of any traffic control device not specifically required by state law or this ordinance whenever he shall determine in any particular case that the conditions which warranted or required the installation no longer exist or obtain.

Sec. 35. Traffic Control Devices - Hours of Operation. The city traffic engineer shall determine the hours and days during which any traffic control device shall be in operation or be in effect, except in those cases where such hours or days are specified in this ordinance.

ARTICLE V

TURNING MOVEMENTS

Sec. 36. Authority to Place and Obedience to Turning Markers. Intersections. Multiple Lanes. (a) The city traffic engineer is authorized to place markers, buttons, or signs within or adjacent to intersections indicating the course to be traveled by vehicles turning at such intersections, and the city traffic engineer is authorized to allocate and indicate more than one lane of traffic from which drivers of vehicles may make right or left hand turns, and the course to be traveled as so indicated may conform to or be other than as prescribed by law or ordinance.

(b) When authorized markers, buttons, or other indications are placed within an intersection indicating the course to be traveled by vehicles turning thereat, no driver of a vehicle shall disobey the directions of such indications.

Sec. 37. Authority to Place Restricted Turn Signs. The city traffic engineer is hereby authorized to determine those intersections at which drivers of vehicles shall not make a right, left, or U turn, and shall place proper signs at such intersections. The making of such turns may be prohibited between certain hours of any day and permitted at other hours, in which event the same shall be plainly indicated on the signs or they may be removed when such turns are permitted.

Sec. 38. Obedience to No-Turn Signs. Whenever authorized signs are erected indicating that no right or left or U-turn is permitted, no driver of a vehicle shall disobey the directions of any such sign.

Sec. 39. Authority to Prohibit Right Turns Against Traffic Stop Signal. The city traffic engineer is hereby authorized to determine those intersections within any business or residence district at which drivers of vehicles shall not make a right turn

against a red or stop signal and shall erect proper signs giving notice of such prohibition. No driver of a vehicle shall disobey the directions of any such sign.

ARTICLE VI

ONE-WAY STREETS AND ALLEYS

Sec. 39.1. The City Council of the City of San Anselmo, may by ordinance or resolution, at any time when traffic conditions warrant, close any public street, or portion thereof, in the City of San Anselmo to traffic in one direction, and provide and direct by said ordinance or resolution that any automobile or other vehicle shall travel only in one direction over and along any such street. Those streets and parts of streets described in Section 102 hereof are hereby declared to be existing One-Way Streets for the purpose of this Section.

Sec. 40. The City Traffic Engineer to Sign One-Way Streets and Alleys. Whenever any ordinance or resolution of this city designates any one-way street or alley, the city traffic engineer shall place and maintain signs giving notice thereof, and no such regulations shall be effective unless such signs are in place. Signs indicating the direction of lawful traffic movement shall be placed at every intersection where movement of traffic in the opposite direction is prohibited.

ARTICLE VII

SPECIAL STOPS REQUIRED

Sec. 41. The City Traffic Engineer to Erect Stop Signs. Whenever any ordinance or resolution of this city designates and describes any street or portion thereof as a through street, or any intersection at which vehicles are required to stop at one or more entrances thereto, the city traffic engineer shall erect and maintain stop signs as follows:

A stop sign shall be erected on each and every street inter-

secting such through street or portion thereof so designated and at those entrances of other intersections where a stop is required. Every such sign shall conform with and shall be placed as provided in Section 471 of the Vehicle Code.

Sec. 42. Stop at Through Street or Stop Sign. (a) Those streets and parts of streets described in Section 103 hereof are hereby declared to be through streets for the purposes of this section.

(b) The provisions of this section shall also apply at one or more entrances to the intersections as such entrances and intersections are described in Section 104 hereof.

Sec. 43. The City Council may by ordinance or resolution order the erection of yield right-of-way signs at the approaches to an intersection of streets and highways under its jurisdiction which are not through highways, but such yield right-of-way signs shall not be erected upon the approaches to more than one of the intersecting streets. Any person failing to yield the right of way pursuant to a posted sign as provided herein, is guilty of a misdemeanor.

Sec. 44. Emerging from Alley, Driveway or Building. The driver of a vehicle emerging from an alley, driveway or building shall stop such vehicle immediately prior to driving onto a sidewalk or into the sidewalk area extending across any alley way.

ARTICLE VIII

MISCELLANEOUS DRIVING RULES

Sec. 45. Driving Through Funeral Processions. No driver of a vehicle shall drive between vehicles comprising a funeral procession while they are in motion and when the vehicles in such processions are conspicuously so designated.

Sec. 46. Clinging to Moving Vehicles. Any person riding upon any bicycle, motorcycle, coaster, roller skates or any toy vehicle shall not attach the same or himself to any moving vehicle upon any roadway.

Sec. 47. Vehicles Shall Not be Driven on the Sidewalk. The driver of a vehicle shall not drive within any sidewalk area or any parkway except at a permanent or temporary driveway.

Sec. 48. Riding Animals on Sidewalk. It shall be unlawful to ride, lead, or drive, or permit to be ridden, lead, or driven, any horse, cow, sheep, or beast of burden, upon any sidewalk or sidewalk area in the City of San Anselmo.

Sec. 49. Commercial Vehicles Driving across Sidewalk Area. Whenever the volume of traffic by commercial vehicles over and across the sidewalk area at any temporary driveway shall in the opinion of the city traffic engineer endanger the safety of pedestrians, he may require the posting of a flagman by the owners or operators of such commercial vehicles, at all times that such crossing is in use, and it shall be unlawful for the operator of any commercial vehicle to drive over and across any such area declared by the city traffic engineer to be a pedestrian hazard without having a flagman in attendance.

Sec. 50. New Pavement. No person shall ride or drive any animal or any vehicle over or across any newly made pavement or freshly painted marking in any street when a barrier or sign is in place warning persons not to drive over or across such pavement or marking, or when a sign is in place stating that the street or any portion thereof is closed.

Sec. 51. Restricted Access. No person shall drive a vehicle onto or from any limited access roadway except at such entrances and exits as are established by public authority.

Sec. 52. Restrictions on Use of Freeways. No person shall drive or operate any bicycle, motor driven cycle, or any vehicle which is not drawn by a motor vehicle upon any street established as a freeway, as defined by state law, nor shall any pedestrian walk across or along any such street so designated and described except in space set aside for the use of pedestrians, provided official signs are in place giving notice of such restrictions.

ARTICLE IX

PEDESTRIANS

Sec. 53. The City Traffic Engineer to Establish Crosswalks. (a) The city traffic engineer is hereby authorized to establish and maintain crosswalks and to designate them by appropriate devices or painted signs upon the surface of the roadway.

(b) The city traffic engineer may place signs at or adjacent to an intersection in respect to any crosswalk directing that pedestrians shall not cross in the crosswalk so indicated.

Sec. 54. When Pedestrians Must Use Crosswalks. No pedestrian shall cross a roadway other than by a crosswalk in the central traffic district or in any business district.

Sec. 55. Crossing at Right Angles. No pedestrian shall cross a roadway at any place other than by a route at right angles to the curb or by the shortest route to the opposite curb except in a marked crosswalk.

Sec. 56. Standing in Roadways. No person shall stand in any roadway other than in a safety zone or in a crosswalk if such action interferes with the lawful movement of traffic. This section shall not apply to any public officer or employee, or an employee of a public utility when necessarily upon a street in line of duty.

ARTICLE X

STOPPING, STANDING AND PARKING

Sec. 57. Curb Parking - Right of Way. (a) Definition - Limited Curb Parking Space. For the purpose of this section, a "limited curb parking space" shall mean an area open for lawful parking along side of, and adjacent to, a curb, which area is not of sufficient length to permit two or more vehicles to freely move for parking therein at the same time.

(b) Parking at Curb - Right of Way. Any person seeking to park his vehicle in a limited curb parking space, whose vehicle arrives at said parking space prior to any other vehicle, and who proceeds beyond said space a distance not to exceed ten feet for the purpose of backing his vehicle therein, shall have the right of way over any person driving or attempting to drive any other vehicle directly into such limited curb parking space or who in any manner obstructs such limited curb parking space and the driver of such other vehicle shall yield the right of way to the driver who first arrived at said parking space.

Sec. 58. Application of Regulations. (a) The provisions of this ordinance prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times herein specified, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

(b) The provisions of this ordinance imposing a time limit on standing or parking shall not relieve any person from the duty to observe other and more restrictive provisions of the Vehicle Code or the ordinances of this city, prohibiting or limiting the standing or parking of vehicles in specified places or at specified times.

Sec. 59. Parking on Private Property - Prohibited. No

person shall park a vehicle in a private driveway or on private property without the direct or implied consent of the owner or person in lawful possession of such driveway or property.

Sec. 60. Parking on City Property. (a) Whenever the city traffic engineer shall determine that the orderly, efficient conduct of the city's business requires that parking or standing of vehicles on city property be prohibited, limited or restricted, the city traffic engineer shall have the power and authority to order signs to be erected or posted indicating that the parking of vehicles is thus prohibited, limited or restricted.

(b) When signs authorized by the provisions of this section are in place, giving notice thereof, no person shall park or stand any vehicle contrary to the directions or provisions of such signs.

Sec. 61. Standing in Parkways Prohibited. No person shall stop, stand, or park a vehicle within any parkway.

Sec. 62. Use of Streets for Storage of Vehicles Prohibited. (a) No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any street or alley for more than a consecutive period of 120 hours.

(b) In the event a vehicle is parked or left standing upon a street in excess of a consecutive period of 120 hours, any member of the police department authorized by the chief of police may remove said vehicle from the street in the manner and subject to the requirements of the Vehicle Code.

Sec. 63. Bicycle Parking Restricted. It shall be unlawful for any person or persons, to stand, place, park or leave unattended, any bicycle upon any public street or sidewalk within the business district of the City of San Anselmo, save and except when said bicycle shall be parked with the front wheel thereof securely placed in an official bicycle parking rack adjacent to

the street curb, and with the rear wheel thereof parked on the street area. The City Council hereby determines and declares that any bicycle left standing, lying, parked, or unattended upon any street or sidewalk within the business district of the City of San Anselmo, to be an obstruction to the free use and passage in the customary manner of said public street or sidewalk, and any such bicycle shall be, and it is hereby declared to be, a public nuisance, and shall be summarily abated by any member of the San Anselmo Police Department, by impounding said bicycle and placing the same in a place of safety for storage. The owner of any such bicycle so impounded, may redeem said bicycle, upon the payment of a reasonable charge for the storage thereof, which said charge is hereby fixed to be in the sum of Fifty Cents for each month or fraction thereof. Such charges shall be paid to the Police Department and said money transferred to the General Fund of the City of San Anselmo. Any bicycle which shall not have been redeemed within a period of three (3) months from the date of impounding shall be sold by the Chief of Police at public auction and the price paid therefor shall be turned in to the General Fund. The Chief of Police of the City of San Anselmo shall place a sufficient number of official bicycle racks at appropriate, suitable and convenient locations within the business district of the City of San Anselmo.

Sec. 64. Parking for Certain Purposes Prohibited. No person shall park a vehicle upon any roadway for the principal purpose of:

1. Displaying such vehicle for sale.

delete → ~~2. Washing, greasing, or repairing such vehicle except repairs necessitated by an emergency.~~

Sec. 65. Parking Within Stall Lines. Whenever parallel parking is designated upon the surface of any paved street by lines at right angles to the curb with cross bar, or bars

parallel with the curb, the space between such right angle lines shall designate and represent an individual parking space or stall, and any person stopping, standing, or parking any motor vehicle upon the area of any street so marked, shall stop, stand or park such motor vehicle with the two right-hand wheels thereof not more than one foot from the regularly established curb line and in the center of such designated parking space or stall, and any person stopping, standing or parking a vehicle in such areas contrary to the provisions of this section, shall be guilty of a misdemeanor.

Sec. 66. Parking Stalls and Signs - Public Parking Lots. It shall be the duty of the city traffic engineer of the City of San Anselmo to approximately mark and set off, in accordance with his sole judgment, by signs and ground markings, suitable stalls and directional information for the parking of motor vehicles in the public parking lots of the City of San Anselmo, and any person or persons, operating, driving, or parking, stopping or standing, motor vehicles in violation of, or contrary to, any such signs or marking, shall be guilty of a misdemeanor.

Sec. 67. Parking Parallel with Curb. (a) Subject to other and more restrictive limitations, a vehicle may be stopped or parked within 18 inches of the left-hand curb facing in the direction of traffic movement upon any one-way street unless signs are in place prohibiting such stopping or standing.

(b) In the event a highway includes two or more separate roadways and traffic is restricted to one direction upon any such roadway, no person shall stand or park a vehicle upon the left-hand side of such one-way roadway unless signs are in place permitting such standing or parking.

(c) The city traffic engineer is authorized to determine when standing or parking shall be prohibited upon the left-hand side of any one-way street, or when standing or parking may be

permitted upon the left-hand side of any one-way roadway of a highway having two or more separate roadways and shall erect signs giving notice thereof.

(d) The requirement of parallel parking shall not apply in the event any commercial vehicle is actually engaged in the process of loading or unloading freight or goods, in which case that vehicle may be backed up to the curb, provided that such vehicle does not extend beyond the center line of the street and does not block traffic thereby.

Sec. 68. Signs or Markings Indicating Angle Parking. (a) Whenever any ordinance or resolution of this city designates and describes any street or portion thereof upon which angle parking shall be permitted, the city traffic engineer shall mark or sign such street indicating the angle at which vehicles shall be parked.

(b) When signs or markings are in place indicating angle parking as herein provided, no person shall park or stand a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.

(c) Angle parking shall be permitted upon those streets and parts of streets described in Section 105 hereof.

Sec. 69. Parking Adjacent to Schools. (a) The City traffic engineer is hereby authorized to erect signs or markings on the street or red curbing indicating no parking upon that side of any street adjacent to any school property when such parking would, in his opinion, interfere with traffic or create a hazardous situation.

(b) When official signs or marking on the street and red curb are erected, indicating no parking upon that side of a street adjacent to any school property, no person shall park a vehicle in any such designated place.

Sec. 70. Parking Prohibited on Narrow Streets. (a) The

city traffic engineer is hereby authorized to place signs or markings indicating no parking upon any street when the width of the roadway does not exceed 20 feet, or upon one side of a street as indicated by such signs or markings when the width of the roadway does not exceed 30 feet.

(b) When official signs or markings prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign or marking.

Sec. 71. Parking on Hills. No person shall park or leave standing any vehicle unattended on a highway when upon any grade exceeding 3% within any business or residence district without blocking the wheels of said vehicle by turning them against the curb or by other means.

Sec. 72. Stopping or Parking Prohibited - Signs Required. The city traffic engineer may appropriately sign or mark the following places and when so signed or marked no person shall stop, stand or park a vehicle in any of said places:

1. At any place within thirty (30) feet of a crosswalk at an intersection in the central traffic district or in any business district except that a bus may stop at a designated bus stop.

2. Within thirty (30) feet of the approach to any traffic signal, boulevard stop sign, or official electric flashing device.

3. Within thirty (30) feet of an intersection roadway except busses at a designated bus stop provided, however, the city traffic engineer is hereby authorized and empowered to prohibit or restrict parking on the last one hundred (100) feet approaching any intersection and to appropriately designate the line or lane of travel adjacent to the curb or edge of roadway for said

last one hundred (100) feet as a right turn only lane or line of traffic or travel.

4. At any place where the city traffic engineer determines that it is necessary in order to eliminate dangerous traffic hazards.

Sec. 73. Unlawful Parking - Peddlers, Vendors. (a) No person shall stand or park any vehicle, wagon or push-cart from which goods, wares, merchandise, fruits, vegetables or foodstuffs are sold, displayed, solicited or offered for sale, or bartered or exchanged, or any lunch wagon or eating car or vehicle, on any portion of any street within this city, except that such vehicles, wagons or push-carts may stand or park only at the request of a bona fide purchaser for a period of time not to exceed ten (10) minutes at any one place, and being limited to those areas of the city outside of the business districts thereof. The provisions of this subsection shall not apply to persons delivering such articles upon order of, or by agreement with a customer from a store or other fixed place of business or distribution.

(b) No person shall park or stand any vehicle or wagon used or intended to be used in the transportation of property for hire on any street while awaiting patronage for such vehicle or wagon without first obtaining a written permit to do so from the Chief of Police which shall designate the specific location where such vehicle may stand.

(c) Whenever any permit is granted under the provisions of this section and a particular location to park or stand is specified therein, no person shall park or stand any vehicle, wagon, or push-cart on any location other than as designated in such permit. In the event that the holder of any such permit is convicted in any court of competent jurisdiction for violating any

of the provisions of this section, such permit shall be forthwith revoked by the Chief of Police upon the filing of the record of such conviction with the Chief of Police, and no permit shall thereafter be issued to such person until six (6) months have elapsed from the date of such revocation.

Sec. 74. Emergency Parking Signs. (a) Whenever the city traffic engineer shall determine that an emergency traffic congestion is likely to result from the holding of public or private assemblages, gatherings, or functions, or for other reasons, the city traffic engineer shall have the power and authority to order temporary signs to be erected or posted indicating that the operation, parking or standing of vehicles is prohibited on such streets and alleys as the city traffic engineer shall direct during the time such temporary signs are in place. Such signs shall remain in place only during the existence of such emergency and the city traffic engineer shall cause such signs to be removed promptly thereafter.

(b) When signs authorized by the provisions of this section are in place giving notice thereof, no person shall operate, park or stand any vehicle contrary to the directions and provisions of such signs.

ARTICLE XI

STOPPING FOR LOADING AND UNLOADING ONLY

Sec. 75. Authority to Establish Loading Zones. (a) The city traffic engineer is hereby authorized to determine and to mark loading zones and passenger loading zones as follows:

1. At any place in the central traffic district or any business district.
2. Elsewhere in front of the entrance to any place of business or in front of any place used for the purpose

of public assembly.

(b) In no event shall more than one-half of the total curb length in any block be reserved for loading zone purposes.

(c) Loading zones shall be indicated by a yellow painted curb stenciled with black letters, "LOADING ONLY", upon the top of all curbs within such zones.

(d) Passenger loading zones shall be indicated by a white painted curb stenciled with black letters, "PASSENGER LOADING ONLY", upon the top of all curbs in said zones.

Sec. 76. Curb Markings to Indicate No Stopping and Parking Regulations. (a) The city traffic engineer is hereby authorized, subject to the provisions and limitations of this ordinance, to place, and when required herein shall place, the following curb markings to indicate parking or standing regulations, and said curb markings shall have the meanings as herein set forth:

1. Red shall mean no stopping, standing or parking at any time except as permitted by the Cal. Vehicle Code, and except that a bus may stop in a red zone marked or signed as a bus zone.

2. Yellow shall mean no stopping, standing or parking at any time between 9:00 a.m. and 6:00 p.m. of any day except Sunday, + Holidays for any purpose other than the loading or unloading of passengers or materials, provided that the loading or unloading of passengers shall not consume more than three (3) minutes, nor the loading or unloading of materials more than twenty (20) minutes.

3. White shall mean no stopping, standing or parking for any purpose other than loading or unloading of passengers, or for the purpose of depositing mail in an adjacent mail box, which shall not exceed three (3) minutes and such restrictions shall apply between 9:00 a.m. and 6:00 p.m. of any day except Sunday and holiday except as follows:

(1) When such zone is in front of a hotel or in front of a mail box the restrictions shall apply at all times.

(2) When such zone is in front of a theatre the restrictions shall apply at all times except when such theatre is closed.

4. Green shall mean no standing or parking for longer than 15 minutes at any time of any day.

(b) When the city traffic engineer as authorized under this ordinance has caused curb markings to be placed, no person shall stop, stand or park a vehicle adjacent to any such legible curb marking in violation of any of the provisions of this section.

Sec. 77. Effect of Permission to Load or Unload. (a) Permission herein granted to stop or stand a vehicle for purposes of loading or unloading of materials shall apply only to commercial vehicles and shall not extend beyond the time necessary therefor, and in no event for more than twenty (20) minutes.

(b) The loading or unloading of materials shall apply only to commercial deliveries, also the delivery or pick-up of express and parcel post packages and United States mail.

(c) Permission herein granted to stop or park for purposes of loading or unloading passengers shall include the loading or unloading of personal baggage but shall not extend beyond the time necessary therefor and in no event for more than three (3) minutes.

(d) Within the total time limits above specified the provisions of this section shall be enforced so as to accomodate necessary and reasonable loading or unloading but without permitting abuse of the privileges hereby granted.

Sec. 78. Standing for Loading or Unloading Only. No person shall stop, stand or park a vehicle in any yellow loading

zone for any purpose other than loading or unloading passengers or material for such time as is permitted in Section 77.

Sec. 79. Standing in Passenger Loading Zone. No Person shall stop, stand or park a vehicle in any passenger loading zone for any purpose other than the loading or unloading of passengers for such time as is specified in Section 77.

Sec. 80. Standing in Any Alley. No person shall stop, stand or park a vehicle for any purpose other than the loading or unloading of persons or materials in any alley.

Sec. 81. Bus Zones to be Established. (a) The city traffic engineer is hereby authorized to establish bus zones opposite curb space for the loading and unloading of busses or common carriers of passengers and to determine the location thereof subject to the directives and limitations set forth herein.

(b) The word "bus" as used in this section shall mean any motor bus, motor coach, trackless trolley coach, or passenger stage used as a common carrier of passengers.

(c) No bus zone shall exceed 80 feet in length, except that when satisfactory evidence has been presented to the city traffic engineer showing the necessity therefor, the city traffic engineer may extend bus zones not to exceed a total length of 125 feet.

(d) Bus zones shall normally be established on the far side of an intersection.

(e) No bus zone shall be established opposite and to the right of a safety zone.

(f) The city traffic engineer shall paint a red line stencil with white letters "NO STANDING", together with the words "BUS ZONE" upon the top or side of all curbs and places specified as a bus zone.

(g) No person shall stop, stand or park any vehicle except a bus in a bus zone.

ARTICLE XII

STOPPING, STANDING OR PARKING RESTRICTED OR PROHIBITED ON CERTAIN STREETS

Sec. 82. The City Council may by ordinance or resolution regulate the parking of vehicles in the City of San Anselmo, and may limit the parking time on any public street, or portion thereof, and on public parking lots, regardless of district or zone, for such periods of time as shall be set forth in such ordinance or resolution.

Sec. 83. Parking Time Limited in Central Traffic District. When authorized signs are in place giving notice thereof no person shall stop, stand or park any vehicle within the central traffic district except those streets or portions of streets enumerated in Section 106 hereof, between the hours of 9:00 a.m. and 6:00 p.m. of any day, except Sundays and Holidays, for a period of time longer than one (1) hour.

Sec. 84. Parking Time Limited in Other Business Districts. When authorized signs are in place giving notice thereof no person shall stop, stand or park any vehicle within a business district outside of the central traffic district between the hours of 9:00 a.m. and 6:00 p.m. of any day except Sundays and Holidays, for a period of time longer than one (1) hour.

Sec. 85. Parking Time Limited on Certain Enumerated Streets. When authorized signs are in place giving notice thereof, no person shall stop, stand or park any vehicle on any of the streets enumerated in Section 106 hereof for a period of time longer than two (2) hours at any time between the hours of 9:00 a.m. and 6:00 p.m. of any day except Sundays and Holidays

Sec. 86. Stopping, Standing or Parking Prohibited During Certain Hours on Certain Streets. When authorized signs are in place giving notice thereof no person shall stop, stand or park any vehicle upon any street in the central traffic district between the hours of 6:30 a.m. and 8:00 a.m., and 4:30 p.m. and 6:00 p.m. of any day except Sundays and Holidays for any purpose other than the loading or unloading of passengers or materials subject to the limitations of Section 77.

Sec. 87. Parking Prohibited at All Times on Certain Streets. When signs are erected giving notice thereof no person shall stop, stand or park a vehicle at any time upon any of the streets described in Section 107 of this ordinance.

Sec. 88. All Night Parking Prohibited. No person shall stop, stand or park a vehicle on any street for a period of time longer than thirty (30) minutes between the hours of 2:00 a.m. and 6:00 a.m. of any day.

Sec. 89. Parking Space Markings. The city traffic engineer is authorized to install and maintain parking space markings to indicate parking spaces adjacent to curbings where authorized parking is permitted. When such parking space markings are placed in the highway, subject to other and more restricted limitations, no vehicle shall be stopped, left standing or parked other than within a single space unless the size or shape of such vehicle makes compliance impossible.

ARTICLE XIII

RESTRICTED USE OF CERTAIN STREETS AND PORTIONS THEREOF

Sec. 90. Definition Streets or Roadways. All streets and roadways of the City of San Anselmo, excepting one-way streets, are hereby declared to have unobstructed pavements of sufficient

width for only one line of vehicles in each direction, and the main travelled portion of such streets or roadways shall be the lanes adjacent to the center of such streets or roadways, and where such streets or roadways are of sufficient width to permit parking of vehicles without impairing or impeding either line of traffic then in such cases the area adjacent to the curb or edge of the roadway shall be reserved for parking of vehicles unless otherwise lawfully prohibited or restricted.

Sec. 91. Closing of Any Street Temporarily. (a) The city traffic engineer is hereby authorized, during any street repair work, parade, traffic or other emergency, to close temporarily any street in the City of San Anselmo, and to erect across any such street sufficient street closing or detour signs as may be necessary to direct traffic approaching any such closed street or portion thereof.

(b) Any person who shall walk, ride a bicycle, or drive a motor vehicle in violation of instructions upon any "street closing" or "detour" sign in the City of San Anselmo shall be guilty of a misdemeanor.

Sec. 92. Regulating Traffic Any Emergency Vehicle. Upom the approach, from any direction, of any vehicle or apparatus of the fire or police departments of the City of San Anselmo, or ambulance answering an alarm of fire, or emergency call, and sounding a siren or bell, or other alarm known to be the alarm of warning of the apparatus or vehicles of the fire or police departments or an ambulance, the driver of any other vehicle than a vehicle or apparatus of aforesaid departments, or an ambulance on an emergency call, shall immediately drive as closely as possible to the right-hand curb and stop, and shall not proceed until such apparatus or vehicle of aforesaid departments or ambulance shall have passed on for a distance of one thousand feet and shall not follow within one thousand feet thereof.

(b) No vehicle except by direction of the fire chief or other authorized officer of the fire department or any member of the police department, shall approach, stand or park on a public street or thoroughfare within one thousand feet of a fire at any time, or be parked or left standing thereon so as to in any way interfere with the work of the fire department, or be parked or left standing on any public street, or thoroughfare which might be used by the vehicles of the fire or police departments in going to said fire, except parallel to and within one foot of the curb thereof; provided this section shall not apply to apparatus or vehicles of the fire or police departments, or any ambulance answering an emergency call.

(c) The Chief of the fire department or such other officer thereof as shall be in charge at any fire shall establish fire lines during any serious fire, and when deemed by him advisable shall notify the police department or any members thereof such fire lines, and the members of the fire or police departments shall prohibit and prevent anyone from going within such fire lines, or expel from within said fire lines anyone therein, except such persons as may be authorized or permitted to be within said fire lines by some member of the fire or police departments; and no person shall enter or remain within said fire lines so established except by such authority or permission, unless he resides or his place of business is located therein.

Sec. 93. Shrubbery Obstructing Visibility of Intersections. Whenever the city traffic engineer finds that any hedge, shrubbery or tree growing in a parkway or sidewalk area obstructs the view of any intersection, or any traffic upon the streets approaching such intersection, he shall cause the hedge, shrubbery or tree to be immediately removed or reduced in height.

Sec. 94. Angle Parking. (a) No angle parking shall be permitted on any street where such parking would diminish the width of the roadway available for vehicular travel to less than thirty (30) feet, nor upon any street which is a continuance of or part of a county highway or a state highway, unless a clear width of forty (40) feet is left for the movement of vehicular travel.

Section 94 - The city traffic engineer is hereby authorized to prohibit the parking of vehicles, provided appropriate signs are placed and maintained to give notice thereof, on one side of the street in any block where angle parking is permitted on the opposite side of the street in such block.

Sec. 95. Certain Vehicles Prohibited in Central Traffic District. (a) No person shall operate any of the following vehicles in the central traffic district between the hours of 9:00 a.m. and 6:00 p.m. of any day:

> Any freight vehicle more than eight and one-half (8½) feet in width, with load, or any freight vehicle so loaded that any part of its load extends more than twenty (20) feet to the front or rear of said vehicle.

(b) Provided that the Chief of Police may by written permit authorize the operation of any such vehicle for the purpose of making necessary emergency deliveries to or from points within the central traffic district.

Sec. 96. Use of Coasters, Roller Skates and Similar Devices Restricted. It shall be unlawful for any person upon roller skates or riding in or by means of any coaster, toy vehicle or similar device to go upon any roadway or upon the sidewalk in the central traffic district.

Sec. 97. Truck Routes. (a) Whenever any ordinance of this city designates and describes any street or portion thereof as a street the use of which is permitted by any vehicle exceeding a maximum gross weight limit of three tons, the city traffic engineer is hereby authorized to designate such street or streets by appropriate signs as "Truck Traffic Routes" for the movement of vehicles exceeding a maximum gross weight limit of three tons.

(b) When any such truck traffic route or routes are established and designated by appropriate signs the operator of any vehicle exceeding a maximum gross weight limit of three tons shall drive on such route or routes and none other except that nothing in this section shall prohibit the operator of any vehicle exceeding a maximum gross weight of three tons coming from a "Truck Traffic Route" having ingress and egress by direct route to and from restricted streets when necessary for the purpose of making pickups or deliveries of goods, wares and merchandise from or to any building or structure located on such restricted streets or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling or construction of any building or structure upon such restricted streets for which a building permit has previously been obtained therefor.

(c) The provisions of this section shall not apply to (1) passenger buses under the jurisdiction of the Public Utilities Commission, or to (2) any vehicle owned by a public utility while necessarily in use in the construction, installation, or repair of any public utility.

(d) Those streets and parts of streets described in Section 108 hereof are hereby declared to be truck traffic routes for the movement of vehicles exceeding a maximum gross weight of three tons.

Sec. 98. Commercial Vehicles Prohibited From Using Certain Streets. (a) Whenever any ordinance of this city designates and describes any street or portion thereof as a street the use of which is prohibited by any commercial vehicle exceeding a maximum gross weight of three tons as loaded, the city traffic engineer shall erect and maintain appropriate signs on those streets affected by such ordinance.

(b) Those streets and parts of streets described in Section 109 hereof are hereby declared to be streets the use of which is prohibited by any commercial vehicle exceeding a maximum gross weight of three tons as loaded. The provisions of this section shall not apply to passenger buses under the jurisdiction of the Public Utilities Commission.

ARTICLE XIV

SPECIAL SPEED ZONES

Sec. 99. Increasing State Speed Limit in Certain Zones. It is hereby determined upon the basis of an engineering and traffic investigation that the speed permitted by state law upon the following streets is less than is necessary for safe operation of vehicles thereon by reason of the designation and sign-posting of said streets as through highways and (or) by reason of widely spaced intersections, and it is hereby declared that the prima facie speed limit shall be as hereinafter set forth on those streets or parts of streets herein designated when signs are erected giving notice thereof:

Sec. 100. Decrease of State Law Maximum Speed. It is hereby determined upon the basis of an engineering and traffic investigation that the speed permitted by state law outside of business ~~and residence~~ districts as applicable upon the following streets is greater than is reasonable or safe under the

delete

conditions found to exist upon such streets, and it is hereby declared that the prima facie speed limit shall be as herein set forth on those streets or parts of streets herein designated when signs are erected giving notice thereof:

Name of Street or Portion Affected	Declared Prima Facie Speed Limit
Center Boulevard	35 Miles Per Hour
Redhill Avenue Southerly Half	35 Miles Per Hour

Sec. 101. Regulation of Speed by Traffic Signals. The city traffic engineer is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner at speeds slightly at variance from the speeds otherwise applicable within the district or at intersections, and may erect appropriate signs giving notice thereof.

ARTICLE XV
SCHEDULES OF DESIGNATED STREETS REFERRED TO IN ORDINANCE

Sec. 102. One-Way Streets. In accordance with Section 40 and when properly sign-posted, traffic shall move only in the direction indicated upon the following streets:

1. Northerly portion of Red Hill Avenue, Westerly from the San Rafael City Limits to Sir Francis Drake Blvd.
2. Southerly portion of Red Hill Avenue, Easterly from Sir Francis Drake Blvd. to San Rafael City Limits.
3. City Hall Avenue, Westerly from San Anselmo Avenue to Library Place.
4. Library Place, Southerly from City Hall Avenue to Tunstead Avenue.
5. Portion of sidewalk area, Easterly from Sir Francis

Drake Blvd. to Parking Lot, located approximately 125 feet Northerly from Tunstead Avenue.

6. Portion of Sidewalk Area, Westerly side of San Anselmo Avenue to Parking Lot, located approximately 50 feet South of Pine Street.
7. Westerly portion of Sir Francis Drake Blvd., Southerly from Tunstead Avenue to Bolinas Avenue.
8. Butterfield Road Westerly to Suffield Avenue.
9. Alleyway Northerly and Easterly from Bank Street to Lincoln Avenue
11. Sierra Avenue, Northerly from Pine Avenue to Sir Francis Drake Blvd.
10. Ancha Vista, Southerly from Sequoia Drive to Park Way

Sec. 103. Through Streets. In accordance with the provisions of Section 42(a) and when signs are erected giving notice thereof, drivers of vehicles shall stop at the intersection before entering any of the following streets and highways within the City of San Anselmo:

1. Sir Francis Drake Boulevard from Ross City Limits to Fairfax City Limits.
2. San Anselmo Avenue from Bolinas Avenue to Sir Francis Drake Boulevard.
3. Greenfield Avenue from Sir Francis Drake Boulevard to the San Rafael City Limits.
4. Center Boulevard from Sir Francis Drake Boulevard to the Fairfax City Limits.
5. Saunders Avenue from Center Boulevard to Sir Francis Drake Boulevard.

Sec. 104. Stop Intersections. In accordance with the provisions of Section 42(b) and when signs are erected giving notice thereof, drivers of vehicles shall stop at the entrance or entrances to those intersections described as follows:

1. Hilldale Avenue and Sequoia Drive, 1-Way
   Requiring stop before entering Sequoia Drive
2. Broadmoor Avenue and Brookside Drive, 4-Way
   Requiring stop before entering from any direction
3. Broadmoor Avenue and Meadowcroft Drive, 2-Way
   Requiring stop before entering Broadmoor Avenue

4. Broadmoor Avenue and Morningside Drive, 2-way
   Requiring stop before entering Broadmoor Avenue

5. Butterfield Road and Meadowcroft Drive, 4-Way
   Requiring stop before entering from any direction

6. Butterfield Road and Arroyo Avenue, 1-Way
   Requiring stop before entering Butterfield Road

7. Butterfield Road and Carlson Avenue, 1-Way
   Requiring stop before entering Butterfield Road

8. Butterfield Road and Woodside Drive, 1-Way
   Requiring stop before entering Butterfield Road

9. Butterfield Road and Coletta Avenue, 1-Way
   Requiring stop before entering Butterfield Road

10. Bennit Avenue and Camino de Herrera, 1-Way
    Requiring stop before entering Camino de Herrera

11. Center Boulevard and Bridge Street, 1-Way
    Requiring stop before entering Bridge Street

12. Center Boulevard and San Anselmo Avenue, 2-Way
    Requiring stop before crossing San Anselmo Avenue

13. Center Boulevard and Saunders Avenue, 2-Way
    Requiring stop before crossing Saunders Avenue

14. Center Boulevard and Madrone Avenue, 2-Way
    Requiring stop before crossing Madrone Avenue

15. Center Boulevard and Sycamore Avenue, 2-Way
    Requiring stop before entering Sycamore Avenue

16. Canyon Road and Scenic Avenue, 1-Way
    Requiring stop before entering Scenic Avenue

17. Elm Avenue and Scenic Avenue, 1-Way
    Requiring stop before entering Scenic Avenue

18. Raymond Avenue and Kemp Avenue, 1-Way
    Requiring stop before entering Raymond Avenue

19. Cedar Street and Tunstead Avenue, 2-Way
    Requiring stop before entering intersection

20. Cedar Street and Ross Avenue, 1-Way
    Requiring stop before entering Ross Avenue

21. Cedar Street and Woodland Avenue, 4-Way
    Requiring stop before entering from any direction

22. Crescent Road and Woodland Avenue, 2-Way
    Requiring stop before entering from Woodland Avenue and from Crescent Road

23. Kensington Road and Ross Avenue, 4-Way
    Requiring stop before entering from any direction

24. Kensington Road and Woodland Avenue, 3-Way
    Requiring stop before entering from any direction

25. San Anselmo Avenue and Grove Lane, 1-Way
    Requiring stop on San Anselmo Avenue before entering intersection from the East

Sec. 105. Angle Parking on Certain Streets. In accordance with Section 68 and when signs or markings are in place giving notice thereof, drivers of vehicles may stand or park a vehicle only as indicated by such marks or signs on the following streets or portions thereof:

1. Greenfield Avenue on the Northerly side from Sir Francis Drake Boulevard to Lincoln Avenue.
2. Portion of the Westerly side of San Anselmo Avenue approximately 100 feet Southerly from Tamalpais Avenue.
3. Portion of the Easterly side of San Anselmo Avenue approximately 150 feet Northerly from Tunstead Avenue.
4. Portion of the Easterly side of Sir Francis Drake Blvd. Northerly from Tunstead Avenue to Greenfield Avenue.
5. Portion of Bank Street, on both sides, approximately 100 feet Easterly from Sir Francis Drake Boulevard
6. Portions of the Westerly portion of Sir Francis Drake Boulevard, on both sides, Southerly from Tunstead Avenue to Bolinas Avenue.

Sec. 106. Parking Time Limited on Certain Enumerated Streets. In accordance with Section 85, parking is limited to two (2) hours between the hours of 9:00 a.m. and 6:00 p.m. of any day except Sundays and Holidays upon any of the following enumerated streets:

1. Butterfield Road, both sides, Northerly from Sir Francis Drake Boulevard to Meadowcroft Drive
2. Westerly portion of Sir Francis Drake Boulevard, Southerly from Tunstead Avenue to Ross Avenue
3. Southerly side of Pine Street, Westerly from boundary of Commercial District to Cedar Street
4. Northerly side of Woodland Avenue, Westerly from San Anselmo Avenue to Cedar Street

5. Both sides of Ross Avenue, Westerly from San Anselmo Avenue to Cedar Street
6. Magnolia Avenue City Parking Lot
7. Westerly portions of Sir Francis Drake Boulevard, Northerly from Tunstead Avenue to Center Boulevard, being on the North and South ends of Greyhound Depot Property
8. Northerly side of Magnolia Avenue, Westerly from San Anselmo Avenue to Cedar Street

Sec. 107. Parking Prohibited at all Times on Certain Streets. In accordance with Section 87 and when signs are erected giving notice thereof, no person shall at any time park a vehicle upon any of the following described streets or parts of streets:

1. Sequoia Drive, both sides Northerly from Red Hill Avenue to Hilldale Avenue and the Southerly side thereof Westerly from Hilldale to Ancha Vista Avenue
2. Northerly and Easterly side of San Anselmo Avenue Westerly from San Rafael Avenue to Sir Francis Drake
3. Westerly side of Sierra Avenue Southerly from Sir Francis Drake Boulevard to Merced Avenue
4. Easterly side of Sais Avenue Southerly from Sir Francis Drake Boulevard to Nokomis Avenue
5. Both sides of Center Boulevard Westerly from San Rafael Avenue to Fairfax City Limits
6. Northerly side of Pastori Avenue, Westerly from Oak Knoll Avenue to Fairfax City Limits
7. Alley way, Southerly from Bank Street for entire distance, and Northerly and Easterly from Bank Street to Lincoln Avenue
8. Northerly side of Pine Street Westerly from the

boundary of Commercial District thereon to Cedar Street, and the Southerly side thereof Westerly from San Anselmo Avenue to the end of Commercial District thereon.

9. Southerly side of Woodland Avenue, Westerly from San Anselmo Avenue to Cedar Street
10. Southerly side of Magnolia Avenue, Westerly from San Anselmo Avenue to Tamalpais Avenue
11. Easterly side of Cedar Street, Southerly from Tamalpais Avenue to Tunstead Avenue
12. Southerly side of Pine Street, Westerly from San Anselmo Avenue to end of Commercial District
13. Both sides of Sir Francis Drake Boulevard, Westerly from Red Hill Avenue to Bridge Street, and on the Northerly side thereof, Westerly from Bridge Street for approximately 200 feet
14. On the Southerly side of Sir Francis Drake Boulevard, Westerly from Bella Vista Avenue, Northerly for a distance of approximately 300 feet
15. On the Northerly, Westerly and Southerly sides of Lincoln Avenue, from Greenfield Avenue to the end thereof.
16. Portions of the Easterly and Westerly sides of Sir Francis Drake Boulevard for approximately 400 feet fronting the Drake High School Parking Lot.
17. Both sides of the Southerly portion of Red Hill Avenue Easterly from the Sir Francis Drake Boulevard to the San Rafael City Limits.
18. Southerly side of Park Way, Westerly from Sequoia Drive to Ancha Vista Avenue.
19. Northwesterly side of Redwood Road, Westerly from San Anselmo Avenue to Floribel Avenue.
20. Westerly side of Plumas Avenue, Northerly from Scenic Avenue to Morton Lane, also sixty (60) feet around turn on the Easterly side thereof.

Sec. 108. Truck Routes. In accordance with Section 97 and when signs are erected giving notice thereof, the following streets or portions of streets are hereby declared to be truck traffic routes for the movement of vehicles exceeding a maximum gross weight of three tons as loaded:

Sir Francis ~~S.F.~~ Drake Blvd from Ross City Limits to Fairfax City Limits

Sec. 109. Commercial Vehicles Prohibited. In accordance with Section 98, the following streets and parts of streets are hereby declared to be streets the use of which is prohibited by any commercial vehicle exceeding a maximum gross weight as loaded:

Center Blvd from Fairfax City Limits to San Rafael Avenue

ARTICLE XVI

PENALTIES AND EFFECT OF ORDINANCE

Sec. 110. Penalties. Any person violating any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by imprisonment in the county jail for not exceeding six (6) months, or by a fine of not to exceed five hundred ($500) dollars, or by both such fine and imprisonment.

Sec. 111. Effect of Ordinance. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The legislative body hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Sec. 112. Repeal. Ordinance No. 207 of this city is hereby repealed, and all ordinances or parts of ordinances in conflict with or inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this ordinance.

Sec. 113. Publication of Ordinance. This ordinance shall be published once, within fifteen (15) days after its final passage and adoption, in the San Anselmo Times, a newspaper of general circulation, published and circulated in the City of San Anselmo, and hereby designated for that purpose, and shall be in full force and effect thirty (30) days from and after its final passage and adoption.

The foregoing Ordinance was regularly introduced at a regular meeting of the City Council of the City of San Anselmo, held in said city on the 2nd day of September, 1958, and was thereafter on the 21st day of January, 1959, at a regular meeting of the City Council of the City of San Anselmo held in said city duly passed and adopted by the following vote:

AYES: COUNCILMEN Smith, Booth, Little, Franchini and Martinelli

NOES: COUNCILMEN None

ABSENT: COUNCILMEN None

Arthur W. Smith

ARTHUR W. SMITH, MAYOR
of the City of San Anselmo

ATTEST:

Anita Gannon

City Clerk of the City
of San Anselmo

CITY OF
SAN ANSELMO — THE HUB — MARIN COUNTY
CALIFORNIA

January 1, 1959

Mr. Arthur W. Brewer
City Manager
San Anselmo, California

Re: Engineering and Traffic Survey to determine prima facie speed below the existing prima facie limit of 55 miles per hour on Center Boulevard Westerly from San Rafael Avenue to the Fairfax City Limits thereon.

Dear Mr. Brewer:

This survey was conducted by John C. Oglesby, City Engineer, and Donald T. Wood, Chief of Police, and disclosed the following conditions to prevail:

1. That Center Boulevard from San Rafael Avenue to Fairfax City Limits thereon is only of sufficient width to provide one lane of traffic in each direction.

2. That the greater portion of such roadway is elevated from two to four feet above abutting property levels with deep ditches along portions thereof.

3. That numerous abutting property owners are constructing driveway ingress and egress to such roadway.

4. That the volume of traffic on Center Boulevard and the intersecting streets thereon has increased to the point that it is no longer reasonable or prudent to continue a prima facie speed limit of 55 miles per hour, having due regard for the traffic on, and the surfaced width of such roadway.

It is therefore the final determination, based upon the foregoing engineering and traffic survey, that a reasonable and prudent prima facie speed limit of 35 miles per hour be established on Center Boulevard from San Rafael Avenue to the Fairfax City Limits thereon.

John C. Oglesby
John C. Oglesby
City Engineer

Donald T. Wood
Donald T. Wood
Chief of Police

Traffic Ordinance

8th Copy

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" 3 - Holidays

" 4 - Loading Zone

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" 6 - Park

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" 9 - Pedestrian

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CITY OF SAN ANSELMO

ORDINANCE NO. 527

AN ORDINANCE AMENDING SECTION 3-5.1006 OF TITLE 3, CHAPTER 5, OF THE SAN ANSELMO MUNICIPAL CODE BY REDUCING TO SEVENTY-TWO HOURS THE CONSECUTIVE TIME A VEHICLE MAY BE PARKED ON ANY STREET OR ALLEY, AND PROHIBITING CERTAIN STORAGE AND ABANDONMENT OF VEHICLES OR VEHICLE PARTS

The City Council of the City of San Anselmo do ordain as follows:

Section 1. Section 3-5.1006 (Title 3, Chapter 5) of the San Anselmo Municipal Code is hereby amended as follows:

1) In subsections (a) and (b) the words "120 hours" are changed to read "seventy-two (72) hours."

2) There is added a subsection (c) to read as follows:

(c) No person shall store, leave or abandon any licensed or unlicensed vehicle or vehicle parts, which are wrecked, junked, dismantled or inoperative, upon any public or private real property within the City of San Anselmo for a period of time in excess of seventy-two (72) hours, unless:

(1) The same is completely enclosed within a building; or,

(2) Is in connection with a business enterprise lawfully situated, licensed and operated upon the same premises.

3) There is added a subsection (d) to read as follows:

(d) No person in charge or control of any real property within the City of San Anselmo, whether as owner, tenant, occupant, lessee or otherwise, shall cause or allow any partially dismantled, non-operating, wrecked, junked or discarded, licensed or unlicensed vehicle or vehicle parts to remain on such property longer than seventy-two (72) hours; except that this section shall not apply to the following circumstances:

(1) With regard to vehicles or vehicle parts in an enclosed building;

(2) With regard to vehicles or vehicle parts on the same premises as a business enterprise operated in a lawful place and manner when necessary to the operation of such business enterprise.

Section 2. This Ordinance shall be published once in full within fifteen (15) days of its passage and adoption

in the Independent Journal, a legal newspaper of general circulation in the City of San Anselmo.

Section 3. This Ordinance shall be in full force and effect thirty (30) days from and after its final passage and adoption.

This Ordinance was introduced at a regular meeting of the City Council held on the 8th day of February, 1966, and was thereafter at a regular meeting of the City Council held on February 21, 1966, duly passed and adopted by the following vote:

AYES: COUNCILMEN: CLUTE, FRANCHINI, SMITH, CAPURRO

NOES: COUNCILMEN: NONE

ABSENT: COUNCILMEN: REICHMUTH

WOODROW V. CAPURRO, MAYOR

ATTEST:

ANITA GANNON, CITY CLERK

TOWN OF SAN ANSELMO

ORDINANCE NO. 834

AMENDING CHAPTER 5 OF TITLE 3 OF THE SAN ANSELMO MUNICIPAL CODE TO PROVIDE FOR ALL NIGHT PARKING BY PERMIT

The Town Council of the Town of San Anselmo does ordain as follows:

Section 3-5.1207 is hereby amended to read as follows:

Section 3-5.1207. All night parking prohibited without permit.

No person shall stop, stand or park a vehicle on any street for a period of time longer than thirty (30) minutes between the hours of 2:00 a.m. and 6:00 a.m. of any day, unless a valid current overnight street parking permit has been issued and is affixed to the vehicle. A permit shall be issued under Subsection (a), (b) or (c) upon application and fee payment, provided no other law would be violated by parking so permitted.

(a) Guest Parking. The Police Chief shall issue a permit for overnight guest parking for not to exceed seven (7) days, upon application by a resident showing name of guest, vehicle description and license number, and address of applicant.

(b) Disabled Vehicle. The Police Chief shall issue a permit for one night only, upon application by a resident showing vehicle description and license number, address near which vehicle parked, and reason why vehicle cannot be driven.

(c) Hardship. The Town Clerk shall issue a permit for overnight street parking for a period of one or more months not to exceed twelve (12) months upon verification of application by a resident showing:

(1) Vehicle description and license number.

(2) Address of applicant.

(3) Vehicle is needed regularly; need cannot be met by other means of transport or by parking vehicle remotely.

(4) No offstreet parking space is available for the vehicle on the premises occupied by the resident.

(5) Garage or other parking space has not been converted to or placed in other use without Town permission.

(6) Another vehicle regularly parked on the premises cannot be displaced without equivalent hardship.

(d) Permit Fees. Overnight street parking permit fees shall be determined by the Town Council by resolution.

Dated:

George Buckle
GEORGE BUCKLE, Mayor

ATTEST:
Caroline Foster
CAROLINE FOSTER, Town Clerk

The foregoing ordinance was read and introduced at a regular meeting of the San Anselmo Town Council held on November 23, 1982, and was thereafter at regular meeting of the Town Council held on December 14, 1982, duly passed and adopted by the following vote:

AYES: Councilmembers Toal, Capurro, Ollinger, Buckle

NOES: None

ABSENT: Councilmember Wooliever

Caroline Foster
CAROLINE FOSTER, Town Clerk

ORDINANCE NO. 1018

AN ORDINANCE OF THE TOWN OF SAN ANSELMO AMENDING SECTION 3-5.1207 OF THE SAN ANSELMO MUNINCIPAL CODE DESIGNATING THAT THE CHIEF OF POLICE OR HIS OR HER DESIGNEE ISSUE ALL HARDSHIP PARKING PERMITS

The Town Council of the Town of San Anselmo does hereby ordain as follows:

Section 3-5.1207 of the San Anselmo Municipal Code is hereby amended to change section (c) as shown in bold italics to read as follows:

3-5.1207 All-night parking prohibited without permit.

No person shall stop, stand, or park a vehicle on any street for a period of time longer than thirty (30) minutes between. the hours of 2:00 a.m. and 6:00 a.m. of any day, unless a valid current overnight street parking permit has been issued and is affixed to the vehicle. A permit shall be issued under subsection (a), (b), or (c) of this section upon an application and fee payment provided no other law would be violated by parking so permitted.

(a) Guest parking. The Chief of Police shall issue a permit for overnight guest parking, for not to exceed seven (7) days, upon an application by a resident showing the name of the guest, the vehicle description and license number, and the address of the applicant.

(b) Disabled vehicles. The Chief of Police shall issue a permit, for one night only, upon an application by a resident showing the vehicle description and license number, the address near which the vehicle is parked, and the reason why the vehicle cannot be driven.

(c) Hardships. The ***Chief of Police or his/her designee*** shall issue a permit for overnight street parking, for a period of one or more months, not to exceed twelve (12) months, upon the verification of an application by a resident showing:

(1) The vehicle description and license number;

(2) The address of the applicant;

(3) That the vehicle is needed regularly and the need cannot be met by other means of transport or by parking the vehicle remotely;

(4) That no off-street parking space is available for the vehicle on the premises occupied by the resident;

(5) That garage or other parking space has not been converted to or placed in other use without Town permission; and

(6) That another vehicle regularly parked on the premises cannot be displaced without equivalent hardship.

(d) Permit fees. Overnight street parking fees shall be determined by the Council by resolution. (§ 88, Ord. 452, as amended by Ord. 834, eff. January 13, 1983)

The foregoing Ordinance was introduced at a regular meeting of the San Anselmo Town Council on January 9, 2001, and thereafter was adopted at a regular meeting of the Town Council held on January 23, 2001, by the following vote:

AYES: Breen, Chignell, Hodgens, Kroot, Kilkus

NOES: (None)

ABSENT: (None)

Hon. Jeff Kroot Mayor

ATTEST:

Debra Stutsman
Town Clerk

SAN ANSELMO POLICE DEPARTMENT
STAFF REPORT

For the Meeting of January 9, 2001

To: Town Council

From: Overnight Parking Task Force

Subject: Task Force Conclusions and Report

Date: December 5, 2000

RECOMMENDATIONS

The following are the recommendations of the Overnight Parking Task Force:

1. That the current overnight parking ordinance (3-5.1201) be amended, changing (c) from "The Town clerk shall issue" to ***"The Chief of Police shall issue"*** as it refers to the issuance of hardship parking permits.
2. That the Police Department continue applying its current reasonable process to the issuance of hardship permits with the understanding that simple inconvenience not be considered a hardship under the ordinance.
3. That the Police Department continue enforcing the overnight parking ordinance through a fair process that randomly covers every street in San Anselmo several times a year as time permits.
4. That the Police Department maintain its enforcement of the 12-foot clearance ordinance.
5. That the Police Department continue to respond promptly to citizen complaints regarding the overnight parking ordinance and issue citations per standard police procedures.
6. That Council disband the Overnight Parking Task Force and, if necessary, reinstate it after monitoring the issue for a period of 6 months.

BACKGROUND

On January 21, 1958 the Town Council enacted section 88 of ordinance 452 of the San Anselmo Municipal Code to prohibit parking in excess of thirty (30) minutes between the hours of 2:00 a.m. and 6:00 a.m. on all Town maintained streets.

In 1983, Council amended the ordinance, now known as 3-5.1207, to allow for the issuance of parking permits on a hardship basis as well as guest permits. California Vehicle Code section 22507.5 authorizes local authorities to enact such an ordinance as well as exemptions to the ordinance. California Vehicle Code also allows the Town to apply exemptions on a street by street basis. There is no requirement that every street be treated the same.

The actual present ordinance is as follows:

> 3-5.1207 All-night parking prohibited without permit.
> No person shall stop, stand, or park a vehicle on any street for a period of time longer than thirty (30) minutes between the hours of 2:00 a.m. and 6:00 a.m. of any day, unless a valid current overnight street parking permit has been issued and is affixed to the vehicle. A permit shall be issued under subsection (a), (b), or (c) of this section upon an application and fee payment provided no other law would be violated by parking so permitted.

(a) Guest parking. The Chief of Police shall issue a permit for overnight guest parking, for not to exceed seven (7) days, upon an application by a resident showing the name of the guest, the vehicle description and license number, and the address of the applicant.

(b) Disabled vehicles. The Chief of Police shall issue a permit, for one night only, upon an application by a resident showing the vehicle description and license number, the address near which the vehicle is parked, and the reason why the vehicle cannot be driven.

(c) Hardships. The Town Clerk shall issue a permit for overnight street parking, for a period of one or more months, not to exceed twelve (12) months, upon the verification of an application by a resident showing:

(1) The vehicle description and license number;
(2) The address of the applicant;
(3) That the vehicle is needed regularly and the need cannot be met by other means of transport or by parking the vehicle remotely;
(4) That no off-street parking space is available for the vehicle on the premises occupied by the resident;
(5) That garage or other parking space has not been converted to or placed in other use without Town permission; and
(6) That another vehicle regularly parked on the premises cannot be displaced without equivalent hardship.

(d) Permit fees. Overnight street parking fees shall be determined by the Council by resolution. (§ 88, Ord. 452, as amended by Ord. 834, eff. January 13, 1983)

ISSUES AND ANALYSIS

Intent of Ordinance:

Although the intent of the ordinance is not specifically stated, discussions with long-time residents and councilmembers from the 1950's indicate that they believe the ordinance was driven by a concern for public safety. A byproduct of the ordinance has been to enhance the aesthetics of the Town by preventing vehicles, especially boats, trailers, trucks, and junk cars, from being left on the streets for long periods.

The parking ordinance is perceived as related to public safety, but public safety is guaranteed by Ordinance 3-5.1014, which takes precedence over other parking regulations. The ordinance states in full:

3-5.1014 Clearance from parked vehicles.

Every vehicle parked on a Town Street shall be so parked as to leave a space of at least twelve (12) feet of unimpaired roadway to the side of the parked vehicle exposed to traffic for an unimpaired distance of twelve (12')feet to the front and twelve (12') feet to the rear of such space. This restriction is to maintain a minimal clearance on narrow roadways for emergency vehicles.

(§ 70, Ord. 452, as amended by § 1, Ord. 515, eff. May 25, 1965, and § 1, Ord. 802, eff. June 11, 1981)

Emergency Vehicles:

Emergency access is as important during the day as it is at night. Ordinance 3-5.1014 above is the governing law applicable to this public safety issue. The 12-foot clearance ordinance should be clearly explained to those receiving either hardship or guest overnight parking permits. A car found violating the 12' clearance ordinance, whether issued a guest or hardship permit, may be ticketed and/or towed, day or night.

Abandoned Vehicles:

Abandoned vehicles are also not the primary target of the overnight parking ordinance but the ordinance is helpful in identifying abandoned vehicles.

The relevant law is Ordinance 3-5.10006 given below:

3-5.10006 Use of streets for storage of vehicles prohibited

1) No person who owns or has possession, custody, or control of any vehicle shall park such vehicle upon any street or alley for more than a consecutive period of seventy-two (72) hours.

2) In the event a vehicle is parked or left standing upon a street in excess of a consecutive period of seventy-two (72) hours, any member of the Police Department authorized by the Chief of Police may remove such vehicle from the street in the manner and subject to the requirements of the Vehicle Code of the State.

3) No person shall store, leave, or abandon any licensed or unlicensed vehicle or vehicle parts which are wrecked, junked, dismantled, or inoperative upon any public or private real property within the City for a period of time in excess of seventy-two (72) hours unless:

   (1) The same is completely enclosed within a building; or
   (2) The same is in connection with a business enterprise lawfully situated, licensed, and operated upon the same premises.

4) No person in charge or control of any real property within the City, whether as owner, tenant, occupant, lessee, or otherwise, shall cause or allow any partially dismantled, non-operating, wrecked, junked, or discarded licensed or unlicensed vehicle or vehicle parts to remain on such property longer than seventy-two (72) hours; provided, however, the provisions of this subsection shall not apply to the following circumstances:

   (1) With regard to vehicles or vehicle parts in an enclosed building, or
   (2) With regard to vehicles or vehicle parts on the same premises as a business enterprise operated in a lawful place and manner when necessary for the operation of such business enterprise.

(§ 62, Ord. 452, as amended by § 1, Ord. 527, eff. March 23, 1966)

what a hardship might entail. Thus, the most important issue regarding the "hardship" concept is that take into account the valid needs of the residents and that it be applied fairly, consistently, and in the best interests of the residents and the Town.

Rather than prescribing complex examples of acceptable hardships, the Task Force reviewed the process that has been used for issuing hardship permits for the last six months. The process has been different from previous years. Although not providing permits in the case of simple inconvenience, the present process has taken into account the valid needs of the residents in the face of changing family conditions, serious space problems, and potential damage to vehicles. As of this date there have been 171 hardship permits issued with no complaints from the community. This empirical evidence suggests that present ordinance does not need major revision at this time.

CONCLUSION

The overnight Parking Task Force has met a total of four (4) times and has concluded that the police department's current practice of issuing hardship permits is fair and meets the needs of the community without causing undue parking congestion on Town streets during prohibited hours. A minor wording change in the ordinance is necessary to properly reflect the fact that it is the Chief of Police who is charged with the responsibility of issuing hardship permits. Additionally, the one night parking exemption process would be more user friendly by allowing the exemptions to be issued over the telephone if circumstances dictate.

Respectfully submitted by the members of the Overnight Parking Task Force,

Jeff Koot | Peter Kilkus | Charles L. Maynard

Randall Kirton | Ned Farnkopf | Mark Berger

Heile Robertson | Victor Turkan

TOWN OF SAN ANSELMO
Minutes of the Town Council Meeting of January 9, 2001

Present: Breen, Chignell, Hodgens, Kilkus, Kroot
Absent: None

8:00 p.m.

- CALL TO ORDER.
- PLEDGE OF ALLEGIANCE
- ANNOUNCE ACTION TAKEN, IF ANY, IN CLOSED SESSION. Mayor Kroot announced no action was taken in closed session.

- OPEN TIME FOR PUBLIC EXPRESSION.

Theresa Allen, San Francisco Blvd., spoke in favor of a moratorium on cell towers and indicated more information is available if needed.

Larry Neilson, 32 Meadowcroft, volunteer graffiti remover, has noticed an increase in the amount of graffiti in Town. Quick removal of graffiti discourages taggers. San Rafael has an ordinance requiring property owners to remove graffiti as soon as possible; such an ordinance would be advantageous for San Anselmo.

A. J. Levitz, Petaluma, Contractor, Town Hall restroom remodel, said the job was completed ahead of schedule. He noted that there is an outstanding amount on his bill.

- COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS, QUESTIONS AND COMMENTS TO STAFF; STAFF MISCELLANEOUS ITEMS.

Chignell noted that the required fire turnaround at 405 Sequoia has not been completed. He requested that a letter be sent from the Town Attorney stressing the need for compliance.

Breen reported that the Marin County Council of Mayors and Councilmembers would meet on Wednesday, January 24, in Fairfax. There will be a discussion on legislative priorities. It is an important meeting to attend.

Breen said the Marin Town & Country Club Memorandum of Understanding was approved at the last meeting. County staff prefers not to be a signatory on the agreement but they will be paying a large proportion of the cost.

Breen asked staff to come back with a report on the potential of wind machines for energy production.

Breen said Metropolitan Transportation Commission has a housing incentive program, putting money aside for housing built near transit. He would like a report from staff on whether San Anselmo can qualify for this.

Breen complemented staff on the completion of the window project at the Isabel Cook Community Center. He would like staff to work with the tenants on uniform window dressings.

Kroot said he was contacted by a resident about the late garbage pickups during the holiday week. Residents weren't notified; perhaps a bulk mailing would have worked.

Kroot said he has a letter from an Oak Avenue resident about Branson students parking on their street, causing a dangerous situation due to so much construction on Oak Avenue.

1. CONSENT AGENDA: ITEMS ON THE CONSENT AGENDA MAY BE REMOVED AND DISCUSSED SEPARATELY. OTHERWISE, ALL THE ITEMS MAY BE APPROVED WITH ONE ACTION.

(a) Approve minutes: December 9, 2000.
(b) Acknowledge and file warrants Nos. 37071 – 37304 in the amount of $693,149.60.

(c) Acknowledge and file financial report for month ending November 2000.
(d) Acknowledge and file report on notification of neighboring businesses and residences when burglaries occur.
(e) Acknowledge and file report of Tree Committee on status of Sudden Oak Death syndrome with recommendations to disseminate information to the public and support state legislation for assisting with research and to assist public agencies and private individuals cope with the sudden loss of trees.
(f) Adoption and second reading of Ordinance No. 1016 amending the Seminary Master Plan to renovate the dwelling at 26 Kensington Court, which was designated to be demolished in the 1999 Seminary Master Plan update, to be used as housing for up to twelve students of the San Francisco Theological Seminary, 26 Kensington Court; approve a Negative Declaration of Environmental Impact; and approve Resolution No. 3542 approving the Use Permit to renovate the dwelling.
(g) Adoption and second reading of Ordinance No. 1017 amending Chapter 2.01 of Title 1 making code violations a public nuisance.
(h) Adoption and second reading of ordinance adding Section 1-2.12 of Chapter 2 of Title I of the San Anselmo Municipal Code authorizing inspection warrants to determine zoning and building code violations.
(i) Approve energy savings plan to conclude the holiday season lighting effective January 10, 2001.
(j) Approve Resolution No. 3543 approving the precise development plan and design review of a single family dwelling between 41 and 43 Tomahawk Drive, A/P 177-250-31.

Consent agenda items (b), (d), (g), (h), (I) and (j) were removed for discussion.

M/s, Chignell/Kilkus, to approve consent agenda items (a), (c), (e) and (f). Ayes: All.

M/s, Kilkus/Hodgens, to approve consent agenda item (b). Ayes: Breen, Hodgens, Kilkus, Kroot. Noes; Chignell.

Regarding item (d), Louise Mathews, Foothill Road, said the Police Chief gives certain criteria in the staff report for notifying the neighborhood about burglaries. The burglaries in her neighborhood fit two of the criteria. The Chief says he wants to maintain the perception of safety. Neighbors prefer the reality of safety. The Town Council should work with the Police Department to more fully develop a neighborhood watch program.

M/s, Kilkus/Chignell, to approve consent agenda item (d). Ayes: All.

Regarding item (g), Town Attorney Roth said this ordinance would expand the current code to make it apply to any code violation. It is another enforcement mechanism for the Town. It makes violations of all Town codes a public nuisance. It is more effective to handle these types of problems in house rather than have to go to court.

Chignell noted that permit condition violations would be subject to this. He confirmed that staff would follow up with an administrative citation process.

Kathryn Gallagher, Woodside Drive, asked what a public nuisance is. Town Attorney Roth said there are two types of nuisances, one is a very disturbing thing; the other is a violation of law. Violation of a code provision constitutes a nuisance and the ordinance allows for enforcement.

Louise Mathews, Foothill Road, asked if code violations are a public nuisance. Would inspection warrants be an urgency ordinance? The ordinance language does not specifically include violations of conditions of approval. The language should be rewritten to include code violations, including violations of conditions of approval. This should be introduced as a new code with the above language. Could an individual be fined under this ordinance and under the other code section as well?

Town Attorney Roth said that permit conditions are covered under “any regulations.” This is in the same section as administrative penalties, so there would only be one penalty.

Thomas Gibbs, Florence Avenue, said this should be remedied within the ordinances in the existing Town codes.

Ermine Gertwhistle, San Anselmo, asked how townspeople are to know about all these ordinances and how do we know what is a nuisance?

Katie Hogan, Park Way, asked what the ramifications are to people who have this happen to them. Town Attorney Roth said this is a way of avoiding charging somebody with a crime. There would be a hearing with Town Council, which would have the discretion to levy fines or order abatement.

The public hearing was closed.

Hodgens noted that the Town code is in the Library and the Planning Department provides handouts to the public. She supports the ordinance because the Council has heard numerous complaints form residents who have condition violations in their neighborhoods. This allows the Town to remedy this more expeditiously.

Chignell said this is something virtually every Town and City in the country has. This would be invoked at the very end of the process when all other avenues have been pursued.

M/s, Hodgens/Kilkus, to approve consent agenda item (g). Ayes: All.

Regarding item consent agenda item (h), Town Attorney Roth said he would like to add the following wording at the beginning of the proposed ordinance "With the permission of the owner, occupants or agent," the Town Administrator . . . The idea is to make it absolutely clear that no entry can be done without the owner's permission. If permission were disallowed, then a warrant would be pursued.

Breen asked if this language addition makes this the first reading of this ordinance. Town Attorney Roth answered affirmatively.

Chignell confirmed that this was the intent all along. Town Attorney Roth answered affirmatively.

Town Attorney Roth read the ordinance, including the proposed language. The procedures in state law for an inspection warrant provide that a declaration be prepared showing probable cause, then taken to a judge, who would not issue the warrant unless he or she was satisfied that probable cause exists. Inspection warrants may not be acted upon between 6 p.m. to 8 a.m. There can be no forcible entry. The owner/occupant must be given 24 hours notice after the warrant is issued. Refusal to permit the inspection may be cause for a misdemeanor citation.

Kilkus said this is a standard approach to dealing with these types of situations. It is not a privacy issue, but an enforcement tool.

Town Attorney Roth said he had previously believed state law was sufficient, but it does require local authorization. His draft ordinance is taken directly from the San Rafael ordinance. There would be no entry without signature of a judge. This is the first time since he's been with the Town that such a situation has occurred. This came up because the Town is trying to help a neighbor solve a longstanding problem.

Breen asked how often these warrants are granted? Roth said in 30 years he remembers just one for the County, at a houseboat in the City of Sausalito.

Hodgens asked what the noticing process is to the Council when this gets to a serious point. Town Attorney Roth said entry would be sought, and, if denied, staff would come to Council and ask for direction. The result could be a public hearing.

Chignell noted that the Town has no local authority to mitigate the fourth amendment. Town Attorney Roth agreed, and said this is similar to a criminal search warrant, but would be to confirm serious code violations taking place as a last resort.

Chignell said this has come up because of a health and safety complaint. There would be substantial communication back and forth with the party because we'd rather not do this.

Hodgens asked if a warrant was issued and staff was still refused entry, could staff then enter? Roth said it could only be done if there were enough information to satisfy a judge that immediately entry is justified due to health and safety reasons. If that information isn't there, you cannot enter the premises.

Breen asked about the Town's responsibility for enforcing local, state and federal codes. Roth said that is part of the Town's job, but there is some discretion.

Chignell said if there is a major health and safety issue and we fail to take action, is there a possibility of culpability. Town Attorney Roth answered affirmatively, but said the Town does have some discretion.

Al Aramburu, Attorney representing the Marin Association of Realtors, said the association is opposed to this because it abridges the property rights of the owner. Other abatement mechanisms are in place. This is excessively severe, overly negative and comparing it to a criminal search warrant is scary. Second units augment the housing supply. The Town should seek voluntary measures to encourage code compliance.

Christine Johnson, 34 Florence, said it is difficult to decrease laws once they are on the books. People would like less local control.

Katie Hogan, Park Way, realtor, said perhaps the Town could look into lessening the numbers of things that are considered violations.

Robert Guernsey, San Anselmo, said he would like the language of this ordinance more defined.

Rick Adams, Hillside Avenue, said he is in favor of the ordinance as it is for egregious violations that threaten health and safety.

Elliot Kramer, San Anselmo Avenue, said there are enough ordinances already. The conditions that are required should be specifically spelled out before this mechanism goes into place.

Louise Mathews, Foothill Road, said San Rafael's ordinance isn't the same as the one proposed. This is a substantive change. Where in the ordinance language is the reference to prior notification? It doesn't say that it applies only the building and zoning codes. The language should indicate the reference to building and zoning codes only.

Town Attorney Roth, said state law requires 24 hours notice. There is no reason to limit it to zoning and building violations.

Terry Schaffre, Hooper Lane, said he believed the building inspector was already allowed entry. He doesn't like this ordinance.

Town Attorney Roth said if entry is refused with an inspection warrant, staff cannot enter, but the property owner might be cited for a misdemeanor. Refusal for entry isn't a basis for a warrant; there must be evidence of a violation. The standard is probable cause. There must be evidence in the declaration.

The public hearing was closed.

Kilkus said this is not specifically related to second units; this ordinance is needed in this Town and has been requested by citizens.

Hodgens said residents violate the law, sometimes on purpose, sometimes by mistake. The ones who flaunt the public trust are the ones that this is set up to address. Only with substantiated evidence would the Town take this action. Instances in the past have occurred where whole neighborhoods have been present and angry. She is concerned

with the vast amount of misinformation that has been circulated inappropriately. She supports the ordinance with the minor changes discussed because it is something the Town can live with.

Chignell said he supports the ordinance and appreciates the appearance of people tonight to give their opinions. The Town Council is always available to help constituents. Mr. Aramburu should know better than to think other methods are available. The process is lengthy and the inspection process is the final phase. Protection is in place in that a judge must decide about a warrant.

Breen said he is stunned by the misleading and erroneous information circulated by the Royal We Group. He invited everyone to stay and listen to the rest of the meeting. This Council would not allow someone on your property without your permission. They took an oath to protect the people and that's what they're doing.

Kroot said this ordinance would protect our neighborhoods which people are complaining about now. We need this ordinance to support our neighborhoods

M/s, Breen/Chignell, to introduce the ordinance adding Section 1-2.12 of Chapter 2 of Title 1 of the San Anselmo Municipal Code authorizing inspection warrants to determine zoning and building code violations, with the addition of the following language to the first sentence of the ordinance: "With the permission of the owner, occupants or agent," the Town Administrator . . . Ayes: All.

Regarding item (i), Breen said the Chamber of Commerce deserves thanks for responding to the energy crisis by turning off the outdoor lighting earlier than planned.

M/s, Breen/Kilkus, to approve consent agenda item (i). Ayes: All.

Regarding item (j), Chignell noted that a considerable amount of time went into the conditions of screening and drainage for this project. He asked that language be added requiring a debris fence, as there is a capacity for debris and debris removal.

Senior Planner Wight said she believes it would be part of the construction management plan, but it could also be in the resolution.

Fred Devine, Architect, said he believes that would be all right with his client.

M/s, Chignell/ Kilkus, to approve consent agenda item (j), with the additional condition requiring the construction of a debris fence. Ayes: All.

2. APPOINT MEMBERS TO THE HISTORICAL COMMISSION AND OPEN SPACE COMMITTEE.

M/s, Breen/Hodgens to appoint Jim Cowperthwaite, Susan Richards, Laurie Buntain and Tamara Raskin to Historical Commission. Ayes: All.

M/s, Hodgens/Kilkus, to appoint Rachel Stewart to the Arts Commission. Ayes: All.

3. APPROVE RESOLUTION NO. 3544 AND CONDUCT PUBLIC HEARING ON INTENT TO ABANDON TWO PORTIONS OF UNNAMED PUBLIC RIGHT-OF-WAY LOCATED BETWEEN 10 AND 20 GREENFIELD AVENUE, AND AT THE REAR OF 20 GREENFIELD AVENUE, OPPOSITE 13 SMITH LANE.

Senior Planner Wight presented the staff report. Staff recommends approving the resolution and ordering abandonment of the right-of-way.

M/s, Chignell/Breen, to approve Resolution No. 3544 ordering abandonment of two portions of unnamed public right-of-way between 10 and 20 Greenfield Avenue and Smith Lane, and at the rear of 20 Greenfield Avenue, opposite 13 Smith Lane. Ayes: All.

4. PRESENTATION BY DR. WILLIAM LEVINSON, SUPERINTENDENT OF THE TAMALPAIS UNION HIGH SCHOOL DISTRICT ON PROPOSED BOND

ELECTION FOR FACILITIES IMPROVEMENT.

This item was continued to the meeting of January 23, 2001.

5. APPROVE RECOMMENDATION FROM THE OVERNIGHT PARKING TASK FORCE AS FOLLOWS:
   (a) Introduction and first reading amending current overnight parking ordinance (3-5.1201), changing (c) from "The Town Clerk shall issue" to "The Chief of Police shall issue" as it refers to the issuance of hardship parking permits.
   (b) That the Police Department continue applying its current reasonable process to the issuance of hardship permits with the understanding that simple inconvenience not be considered a hardship under the ordinance.
   (c) That the Police Department continue enforcing the overnight parking ordinance through a fair process that randomly covers every street in San Anselmo several times a year as time permits.
   (d) That the Police Department maintain its enforcement of the 12-foot clearance ordinance.
   (e) That the Police Department continue to respond promptly to citizen complaints regarding the overnight parking ordinance and issue citations per standard police procedures.
   (f) That Council disband the Overnight Parking Task Force, and, if necessary, reinstate it after monitoring the issue for a period of 6 months.

Police Chief Maynard presented the staff report. The overnight parking ordinance was initiated as a public safety and an aesthetics measure. The majority of the community wants to keep it in place. Staff recommends approval of items (a) through (f) above.

Hodgens asked about the 12-foot roadway clearance requirement. Does it affect daytime parking where there is parking on both sides of the street and it doesn't allow for a 12-foot clearance?

Police Chief Maynard said both vehicles would be cited if such a situation were to occur. Red curbs are typically a problem for neighbors. There is no resolution at this time for this issue.

Larry Neilson, Meadowcroft, said this was a difficult issue, but the process was good, as is the resolution.

Breen said this is a good example of a community working together on behalf of the entire community.

Hodgens said she is pleased with the resolution of this issue.

Chignell said the end result is that we're keeping things basically the same, but for fairness in the hardship permits. Ticketing will be done fairly as well.

Hodgens said relative to complaints, will all streets in a neighborhood be ticketed if there is one complaint? Chief Maynard said the Task Force looked at this issue and has taken a posture that when a complaint is received police officers will also check cars they see as they investigate the one complained against, but will not target the entire neighborhood.

M/s, Hodgens/Kilkus, to approve the recommendation from the Overnight Parking Task Force as follows:
   (a) Introduction and first reading amending current overnight parking ordinance (3-5.1201), changing (c) from "The Town Clerk shall issue" to "The Chief of Police shall issue" as it refers to the issuance of hardship parking permits.
   (b) That the Police Department continue applying its current reasonable process to the issuance of hardship permits with the understanding that simple inconvenience not be considered a hardship under the ordinance.
   (c) That the Police Department continue enforcing the overnight parking ordinance through a fair process that randomly covers every street in San Anselmo several times a year as time permits.
   (d) That the Police Department maintain its enforcement of the 12-foot clearance

ordinance.

(e) That the Police Department continue to respond promptly to citizen complaints regarding the overnight parking ordinance and issue citations per standard police procedures.

(f) That Council disband the Overnight Parking Task Force, and, if necessary, reinstate it after monitoring the issue for a period of 6 months.

Ayes: All.

6. APPEAL OF PLANNING COMMISSION DECISION APPROVING A REQUEST FOR A FRONT YARD SETBACK VARIANCE TO ADD A 342 SQUARE FOOT SECOND STORY ADDITION WITHIN 5'-6" OF THE FRONT PROPERTY LINE TO AN EXISTING SINGLE STORY, SINGLE FAMILY HOUSE, 60 SEQUOIA AVENUE, A/P 6-165-08. OWNERS: MARK VOORSANGER AND KAY FEALLOCK. APPELLANTS: CLAUDIA BREAULT AND JEFF HVID.

Planning Director Feagans presented the staff report. The request is to put a small addition on a small house. The Planning Commission felt the addition worked well with the neighborhood and was not an inappropriate variance. They added one condition, that the existing garage doors be replaced with modern doors to make the garage useable for two cars. Some letters were received today that were given to the Council.

Kroot confirmed that the present is house 906 square feet, and they are adding 342 square feet upstairs, and 36 square feet downstairs for the staircase. Planning Director Feagans confirmed those figures.

Jeff Hvid, Appellant, said he is concerned that the second story addition at 5 ½ feet from the sidewalk is overwhelming and the lot coverage is way over the maximum. The applicants never use their garage to park. The charm of the area will be infringed upon if they are allowed to undo the setbacks. This addition is out of character with other two story homes in the neighborhood. Their home currently infringes on all the setbacks and rules. To preserve the high ceiling in the living room is the reason the improvement was approved. There are other ways to do the addition without infringing so much on the neighborhood. It is visually overwhelming.

Fred Divine, Architect for Applicant, said it was not just the living room that decided the location of the addition and the tall trees on Sequoia permanently screen this addition. The addition was placed due to privacy considerations for the house next door. The objecting letters say no other home in the neighborhood is like this. On Cottage there is a two-story house right on the street. This doesn't set a precedent.

Kay Feallock, applicant, 60 Sequoia Drive, said they love the neighborhood and want to remain there with their family. They have tried to be responsive to their neighbors, from whom positive support has been received as well.

Jeff Hvid, Appellant, said the story poles don't show anything; they should have full-scale mockup in plywood.

Ray Knox, 48 Sequoia Drive, Angela Dean, 37 Sequoia Drive, Susana McKuen, Sequoia Drive, Michelle Weeks, 12 Bungalow, Katie Hogan, 20 Park Way, and Jim Dean, 37 Sequoia, spoke in favor of the project.

Bob Leedy, 65 Sequoia and 5 Bungalow, said his objection is the 25-foot height of the wall facing his home, 5 ½ feet from the sidewalk. Some Planning Commissioners seemed to feel the backyard space retention was more important.

Breen asked if the architect has looked at the alternative proposals.

Devine said no matter what a variance is required to add to this house. The primary reason for the front addition was the closeness to the house next door. To add to the rear portion near the garage is unworkable because of the floor plan.

Chignell said the variance procedure is in place for cases like this. This irregular lot is a

special circumstance. The addition is modest and he supports the application. He agrees that screening should be placed as a condition to ensure it remains in place.

Kroot said both the lot and the house are very small. He'd like to give the applicant the benefit of the doubt. The plan is a good compromise.

M/s Chignell/Breen, to uphold Planning Commission approval and deny the appeal of a variance request for a second story addition to a single family home at 60 Sequoia. Ayes: All. Abstain: Hodgens.

7. ADJOURN.

The meeting was adjourned at 10:50 p.m. in memory of Alice Kienst.

Debra Stutsman

TOWN OF SAN ANSELMO

ORDINANCE NO. 1106

AN ORDINANCE OF THE TOWN OF SAN ANSELMO AMENDING TITLE 3 "PUBLIC SAFETY" CHAPTER 5 "TRAFFIC" SECTION 3-5.1207 "ALL-NIGHT PARKING PROHIBITED WITHOUT PERMIT" SUBSECTION (c) "HARDSHIPS" TO LIMIT HARDSHIP PERMITS TO PASSENGER VEHICLES AND AMENDING TITLE 5 "SANITATION AND HEALTH" CHAPTER 5 "TRAILERS, CAMP CARS, AND CAMPING" REGULATING THE OCCUPANCY AND PLACEMENT OF TRAILERS

WHEREAS, trailer and commercial vehicle parking, storage and habitation restrictions are necessary to promote the health, safety, aesthetic appearance and general welfare of the public and to stabilize and protect the residential character of neighborhoods in the Town of San Anselmo ("Town"); and

WHEREAS, temporarily permitting occupancy of trailers can make home improvement more affordable for Town residents and also permits on-site housing of residents after disaster; and

WHEREAS, the Town Council has found that the provisions of this ordinance are consistent with the goals and policies of the Town's General Plan and other adopted ordinances and regulations of the Town.

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

SECTION 1: Title 3, Chapter 5, Section 3-5.1207 "All-night parking prohibited without permit," Subsection (c) "Hardships" of the San Anselmo Municipal Code is amended to add the following Subsection 3-5.1207(c)(7):

That the vehicle is a passenger vehicle and not an all-terrain vehicle, auxiliary dolly, camp trailer, camper, carry-all, commercial vehicle or modular, factory-built housing, fifth-wheel travel trailer, house car, any limousine, logging dolly or vehicle, manufactured home, mobile billboard advertising display, mobilehome, paratransit vehicle, park trailer, passenger transportation vehicle, pole or pipe dolly, recreational off-highway vehicle, recreational vehicle, utility-terrain vehicle, schoolbus, semitrailer, shade trailer, slide-in camper, snowmobile, special construction or mobile equipment, special purpose commercial modular, tour bus, tow truck, tow dolly, trailer, trailer coach, trailer bus, utility trailer, water tender vehicle or youth bus (as these vehicles are defined in the California Vehicle and Health and Safety Codes).

SECTION 2: Title 5, Chapter 5, of the San Anselmo Municipal Code is amended to read as follows:

Chapter 5

TRAILERS, CAMP CARS, AND CAMPING

Sections:

5-5.01 Definitions.

For the purposes of this chapter, "camp car" or "trailer" shall mean any unit used for living or sleeping purposes which is equipped with wheels or similar devices used for the purpose of transporting such unit from place to place, whether by motive power or other means. "Trailer" includes any camp trailer, camper, house car, trailer coach, manufactured home, mobilehome, or recreational vehicle as defined in Vehicle Code sections 242, 243, 362, 635 or California Health and Safety Code sections 18007, 18008 and 18010. "Camp" shall mean any place used as a temporary abode. "Vehicle" shall mean any motor vehicle used or maintained for the transportation of persons. The term "vehicle" shall not include trailers.

5-5.02 Trailers prohibited for living or sleeping purposes: Camping prohibited.

It shall be unlawful for any person to camp or use or occupy any trailer or camp car for living or sleeping purposes upon any lot, piece, or parcel of land or private street or way in the Town or upon any public street, lane, alley, thoroughfare, parking lot, or any other public place or property in the Town, except as provided in Sections 5-5.04 or Title 5-5.05 of this chapter.

5-5.03 Use of land for trailers prohibited for living or sleeping purposes.

It shall be unlawful for any owner, lessee, or occupant of any lot, piece, or parcel of land within the Town, for gain, hire, reward, or gratuity, to permit such premises to be occupied by any trailer or camp car used for living or sleeping purposes.

5-5.04 Parking and storage of trailers permitted.

Nothing in this chapter shall be deemed to prohibit:

(a) The parking or storage of any trailer or camp car on the property of its owner provided that the unit is screened as viewed from off-street and adjacent sites by a solid fence that conforms to the permitted height limits, vegetation, structures or topography and provided that the trailer or camp car or any required screening does not obstruct the view of pedestrians and vehicles on the adjacent sidewalk and/or street and does not otherwise constitute a nuisance; or

(b) Backyard camping or sleeping in a vehicle that does not meet the definition of a trailer in Section 5-5.01 on developed property with the permission of the owner, lessee, or occupant.

5-5.05 Temporary Trailers for Habitation during Construction and After Disasters

(a) Permit Required. A property owner of a site developed with one single-family residence may obtain a permit to use one trailer as a temporary residence when permitted construction or a disaster precludes use of his/her primary residence, subject to the requirements, restrictions, limitations and standards in this section.

(b) Review and approval procedures.

1. Application. An application for a temporary trailer permit shall be filed with the building official on forms prescribed by the building official, along with any plans or additional information required and a fee as established by a resolution of the Town Council. The application shall include, in part, evidence supporting the requirements of this section and all applicable State statutes.

2. Review and Approval Authority. The building official shall review and approve, conditionally approve, or deny a temporary trailer application administratively with no public meeting.

(c) Criteria for Permit. A temporary trailer permit shall be issued if the structure complies with all of the following criteria. The building official shall have the authority to impose other reasonable conditions and restrictions on the permit in order to protect the peace, health, safety and general welfare of any person or persons or of the general public. Additional conditions may include the provision of off street parking and increased setbacks.

1. The property is owned and occupied as the owner's principal residence.

2. The proposed location for the trailer complies with applicable provisions of the San Anselmo Zoning Code, including setbacks. However, if the property owner adjacent to the side or rear setback where the trailer will be located has consented in writing to the installation of the trailer in the setback, an exception will be made to the setback requirements. This subsection may be waived in the event of a disaster to permit a trailer in a front, rear or side setback.

3. No other habitable units exist at the site.

4. A building permit has been issued and is in full force and effect on the same site, or on adjacent lots under the same ownership, for construction or remodeling that will render the residence substandard under the Uniform Housing Code, 1997 Edition, published by the International Conference of Building Officials, as amended from time to time. If the permit request is associated with a residence that has been made substandard by disaster, the building official may issue the permit after the disaster and prior to issuance of a building permit.

5. The trailer contains 400 square feet or less of gross floor area, excluding loft space, and is less than 14 feet in height.

6. The trailer shall be connected to a water supply and an electrical outlet approved by the building department. A backflow prevention device may be required.

7. The trailer must have built-in toilet facilities or on site access to toilet facilities.

8. Any plumbing facilities shall be connected to a sewage disposal system approved by the Ross Valley Sanitary District for the structure under construction and approved by the building department. In the event of a disaster that precludes connection to the sanitary sewer system, the building official may approve equivalent facilities.

9. If the site is in a Special Flood Hazard Area identified on the Town Flood Insurance Rate Map, the Town Floodplain Administrator has verified in writing that the trailer placement will comply with applicable requirements for a development permit under Title 7 Chapter 11, Protection of Flood Hazard Areas.

10. The temporary use shall not involve mechanical equipment that generates noise, such as a generator, unless the operation of the equipment will comply with any applicable noise regulations.

11. The use shall comply with any applicable Fire Code standards, including access, fire suppression, setbacks and addressing.

12. The trailer will not be located where there would be any undue hazard to the safety or health of the inhabitants of the trailer, or where the parking and maintenance of the trailer would constitute a hazard or detriment to the peace, health, safety or welfare of other persons in the vicinity or of the general public.

13. The applicant has submitted a financial security to cover the removal expense and has granted the Town the right to remove the trailer and to store it at the sole cost and expense of the applicant upon expiration or revocation of the permit.

(d) Expiration and Extension

1. The property owner shall cease using the trailer as a dwelling unit, disconnect it from the water supply and sewage disposal system, and remove it from the site within 30 days after one of the following events, whichever occurs first: 1.) the building permit has expired; 2.) clearance for occupancy is issued by the building official for the primary residence; 3.) final inspection clearance on the building permit; or, 4.) twelve months have passed since temporary trailer permit approval.

2. Permit Extension. A permittee with a valid permit for a temporary trailer may, at least thirty days prior to expiration, apply to the building official for a six month time extensions for the use of the temporary trailer. The building official may approve up to two six-month time extensions if the permitee remains in compliance with the original approval and the owner is making substantial progress toward completion of the primary structure. An application for renewal shall be accompanied by a fee in an amount established by resolution of the town council.

5-5.06 Penalties for Violation

(a) Any violation of the provisions of this ordinance is hereby declared a public nuisance and shall be subject to abatement in the manner set forth in Title 1 Chapter 2.

(b) Any person violating provisions of this ordinance shall be deemed guilty of an infraction and shall be subject to penalties pursuant to Section 36900 of the California Government Code, as amended.

(c) Each and every day that any violation of this ordinance continues, is committed or is permitted to continue shall be regarded as a new and separate offense.

(d) The remedies provided in this section shall be cumulative and not exclusive.

SECTION 3: CEQA. The Town Council has determined that the ordinance is categorically exempt from the requirement for the preparation of environmental documents under the California Environmental Quality Act (CEQA). The Town Council finds the project categorically exempt under the CEQA Guidelines, which include classes of projects that the Secretary for Resources has determined not to have a significant effect on the environment and which are, therefore, exempt from the provisions of CEQA. The project is exempt under CEQA Guideline Section 15304(e) "Minor Alterations to Land" which includes minor temporary use of land having negligible or no permanent effects on the environment. The adoption of this Ordinance will not result in cumulative adverse environmental impacts or any other potentially significant impact described in State CEQA Guidelines section 15300.2.

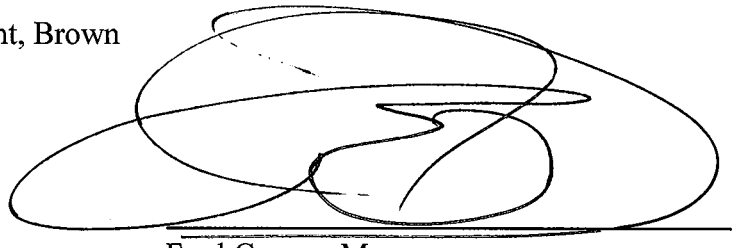
SECTION 4: Severability. The Town Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 5: Inclusion in the San Anselmo Municipal Code. It is the intention of the San Anselmo Town Council that the text in Section 1 be made a part of the San Anselmo Municipal Code and that the text may be renumbered or relettered and the word "Ordinance" may be changed to "Section", "Chapter", or such other appropriate word or phrase to accomplish this intention.

SECTION 6: This Ordinance shall go into effect thirty (30) days from its adoption except that Section 1 shall not apply to existing All-night/Overnight Parking Permits, which expire December 31, 2016.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the San Anselmo Town Council on April 12, 2016, and was adopted at a regular meeting of the San Anselmo Town Council on May 10, 2016 by the following vote:

AYES: Greene, Coleman, Wright, Brown
NOES: McInerney
ABSENT: None
ABSTAIN: None



Ford Greene, Mayor

ATTEST:



Carla Kacmar, Town Clerk