

**AGENDA ITEM 1(b)- not available on website
AGENDA ITEM 1(c)**

**TOWN OF SAN ANSELMO
STAFF REPORT**

June 4, 2003

For the meeting of June 10, 2003

TO: Town Council

FROM: Debra Stutsman, Town Administrator

SUBJECT: Resolution Authorizing the November 4, 2003 Election

A. RECOMMENDATION

That Council approve the resolution proposing an election be held; requesting the Marin County Board of Supervisors to consolidate with any other election conducted on said date; requesting election services by the County Clerk; and providing for candidate's statement of qualifications and filing fee.

BACKGROUND

The following seats will expire in November, 2003:

Town Councilmember Two (2) seats

Town Treasurer One (1) seat

Town Clerk One (1) seat

Respectfully submitted,

Debra Stutsman
Town Administrator

**TOWN OF SAN ANSELMO
RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN
ANSELMO PROPOSING AN ELECTION BE HELD IN ITS JURISDICTION;**

**REQUESTING THE MARIN COUNTY BOARD OF SUPERVISORS TO
CONSOLIDATE WITH ANY OTHER ELECTION CONDUCTED ON SAID
DATE, REQUESTING ELECTION SERVICES BY THE COUNTY CLERK; AND
PROVIDING FOR CANDIDATE'S STATEMENT OF QUALIFICATIONS AND
FILING FEE**

WHEREAS, it is the determination of said governing body that a Consolidated Schools, Districts and Municipal Election be held on the 4th day of November 2003, at which election the issue to be presented to the voters shall be:

Nomination of candidates for the Town Council:

Regular Term: Two (2) seats

Nomination of candidates for the Town Treasurer:

Regular Term: One (1) seat

Nomination of candidates for the Town Clerk:

Regular Term: One (1) seat

BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Marin is hereby requested to:

- (1) Consolidate said election with any other applicable election conducted on the same day;
- (2) Authorize and direct the County Clerk, at Town expense, to provide all necessary election services and to canvass the results of said election.

BE IT FURTHER RESOLVED that:

- (3) The following rules be established regarding Statements of Qualifications:
 - a) Said statements shall not exceed 200 words;
 - b) The actual pro-rated costs of printing, handling and translating said statements shall be levied against each candidate availing himself-herself of such service;
 - c) The candidate shall be required to pay in advance, at the time of filing, his or her prorata share of the estimated total cost of printing, handling, translating, and mailing of said statement as a condition of having his or her statement included in the sample ballot;
 - d) That no additional materials shall be prepared to be sent on behalf of the candidate with the Marin County Ballot/Voters Pamphlet; and

- (4) Each candidate shall pay a filing fee of \$25, unless the candidate chooses the option of collecting 100 signatures of San Anselmo registered voters in lieu of paying the filing fee.

PASSED AND ADOPTED THIS ___ day of ____, 2003, by the following vote,
to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Town Clerk

AGENDA ITEM 1(d)

**TOWN OF SAN ANSELMO
STAFF REPORT**

June 4, 2003

For the meeting of June 10, 2003

TO: Town Council
FROM: Debra Stutsman, Town Administrator
SUBJECT: Referendum Election – November 4, 2003

B. RECOMMENDATION

That Council approve the resolution authorizing the procedures for said election submitting to the voters the question relating to the Town's award of a five-year franchise for refuse, recycling and green waste collection services.

BACKGROUND

A referendum petition was filed in September 2003, protesting Town Council action on August 27, 2002, approving a Franchise Agreement for Solid Waste, Recycling, and Green Waste Services with Marin Sanitary Service. The referendum petition was

certified by the County Clerk and the Council decided to submit the question to the voters on November 4, 2003.

C. DISCUSSION

The resolution calls for the following question to be submitted to the voters at the election:

Shall the motion of the San Anselmo Town Council awarding a five-year franchise agreement for Solid Waste, Recycling, and Green Waste Services to Marin Sanitary Service be adopted?	Yes	
	No	

Respectfully submitted,

Debra Stutsman
Town Administrator

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO CALLING AND GIVING NOTICE OF THE HOLDING OF AN ELECTION TO BE HELD NOVEMBER 4, 2003 AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIN TO CONSOLIDATE SAID ELECTION; AND AUTHORIZE THE TOWN CLERK OR HER DULY AUTHORIZED OFFICERS AND AGENCY TO CARRY OUT ALL THE NECESSARY PROCEDURES FOR SAID ELECTION SUBMITTING TO THE VOTERS THE QUESTION RELATING TO THE TOWN'S AWARD OF A FIVE-YEAR FRANCHISE FOR REFUSE, RECYCLING AND GREEN WASTE COLLECTION SERVICES.

Whereas, a referendum petition was filed with the Town Clerk protesting Town Council action on August 27, 2002, approving a Franchise Agreement for Solid Waste, Recycling, and Green Waste Services with Marin Sanitary Service; and

Whereas, Michael J. Smith, Marin County Clerk, submitted a Certificate of Sufficient Petition Signatures regarding the referendum petition; and

Whereas, on October 8, 2002, the Town Council decided to submit the item to the voters and set an election date of November 4, 2003; and

Whereas, under the provisions of the laws relating to general law cities in the State of California, an election shall be held on November 4, 2003 for the submission to the voters of the question relating to the franchise for refuse services; and

Whereas, it is desirable that the election be consolidated with the statewide election to be held on the same date and that within the Town, the precincts, polling places, and election officers of the two elections to be the same; and

Whereas, it is desirable that the county election department of County of Marin canvass the returns of the Consolidated Schools, Districts and Municipal Election and that the election be handled in all respects as if there were only one election; and

Whereas, the Town Council desires to submit to the voters at the election a question relating to the award of a franchise agreement for refuse services.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the Town of San Anselmo, California, on Tuesday, November 4, 2003.

Section 2. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Marin is hereby requested to consent and agree to the consolidation of said election.

Section 3. That the Town Council, pursuant to its rights and authority, does order submitted to the voters at the election the following question:

Shall the motion of the San Anselmo Town Council awarding a five-year franchise agreement for Solid Waste, Recycling, and Green Waste Services to Marin Sanitary Service be adopted?	Yes	
	No	

Section 4. Pursuant to Elections Code Section 9280, the Town Clerk shall transmit a copy of the measure to the Town Attorney who shall prepare an impartial analysis of the measure in accordance with said Section 9280. Arguments for and against said measure may be filed in accordance with applicable provisions of the law. Pursuant to Section 9285 of the Elections Code of the State of California, (the provisions of which are hereby adopted), when the clerk has selected the arguments for and against the measure which will be printed and distributed to the voters, the clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of

the argument against to the authors of the argument in favor. The rebuttal arguments shall be filed with the Town Clerk not more than 10 days after the final date for filing direct arguments. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut. The text of the measure shall be printed on the ballot in the voter information portion of the sample ballot.

Section 5. That the County Election Department is authorized to canvass the returns of said election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 6. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

Section 7. That the Town Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 8. That the polls for the election shall be open at 7:00 a.m. of the election and shall remain open continuously from that time until 8:00 p.m. of the same day, when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

Section 9. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 10. That notice of the time and place of holding the election is given and Town Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

Section 11. That the Town Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Election Department of the County of Marin.

I, the undersigned hereby certify that the foregoing is a full, true, and complete copy of a resolution duly passed and adopted by the Council of the Town of San Anselmo at a regular meeting thereof held on the ___ day of _____, 2003, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Mayor

ATTEST: _____
Town Clerk

AGENDA ITEM 2

**TOWN OF SAN ANSELMO
TOWN COUNCIL STAFF REPORT**

June 3, 2003

For the meeting of June 10, 2003

TO: Mayor and Members of Town Council

FROM: Tom Bell, Planning Director

SUBJECT: Environmental Review, Zone Change from R-1, R-3, & C-L to PPD/SPD, Use Permit, Design Review, and protective appeal to consider 13 residential dwelling units on .874 acres.

RECOMMENDATION

The Planning Commission recommends denial of the project.

DISCUSSION

The applicant proposes to construct 13 residential units upon .874 acres in the vicinity of Sir Francis Drake Ave. and Loma Robles. The property is located on a hillside and is visible from Sir Francis Drake, as well as distant views. The proposed project is currently composed of four parcels with three separate zoning designations (R-1, R-3, & C-L).

Over the past several months, the Planning Commission conducted hearings on this project. Specifically, the Commission heard this item on February 3, March 3, April 7, May 5, and May 19.

As a result of evidence and testimony received over this time, the Commission adopted the attached resolution recommending denial of the project with a vote of 3-2. The dissenting Commissioners felt that the Geology and Traffic issues identified in the resolution were not needed. However, those Commissioners were still concerned with other matters of design/density. See attached minutes of May 19, 2003.

The details of the project are addressed in the attached Commission staff report of February 3 with supplemental reports through May 19. Although the developer has made some modifications with respect to unit location, size, landscaping,

and exterior design over the past few months, the major project concerns remain the same.

Since the last Commission hearing, the applicant's attorney has filed an appeal with regard to the project's design review and use permit requirements. Although the Zoning Ordinance provides that the Commission act on design review and use permit matters; such items are subordinate to the Negative Declaration and Zoning Amendment, which require Council approval. Consequently, the Planning Commission could not consider such subordinate actions until the zoning and environmental approvals occur. The applicant's attorney is aware of the subordinate relationship and indicated that the appeal protects his client's rights.

Lastly, on May 30, the applicant's architect submitted attached summary materials regarding the process to date for Council consideration. In that material is a proposed intersection design from Robertson Engineering dated May 29, 2003 which had not been reviewed by the Planning Commission or the Public Works Director. The Director has been provided a copy and will address the Council at the meeting.

Respectfully submitted,

Tom Bell
Planning Director

- Attachments:**
1. Planning Commission Minutes of May 19, May 5, April 7, March 3, & February 3, 2003.
 2. Planning Commission Resolution recommending denial
 3. Notice of Appeal
 4. Architect summary materials received May 30, 2003
 5. Planning Commission staff reports of May 19, May 5, April 7, March 3, and February 3
 6. Notice of Negative Declaration & Environmental Checklist
 7. Soils & Traffic Reports
 8. Project comments from outside agencies/individuals
 9. Application & related materials
 10. Plans

AGENDA ITEM 3

TOWN OF SAN ANSELMO

Staff Report

June 5, 2003

For the meeting of June 12, 2003

TO: Town Council

FROM: Debra Stutsman, Town Administrator

SUBJECT: Red Hill Field Terms of Use and Funding

RECOMMENDATION:

That the Council discuss: 1) Proposed Agreement for the Improvement and Lease of Red Hill Field, between the Ross Valley School District and the Tamalpais Union High School District/Town of San Anselmo, 2) Possible funding from the Town and 3) Project's long-term fiscal impact.

BACKGROUND:

The Town has been working in partnership with the Tamalpais Union High School District (TUHSD) to explore the possibility of jointly developing the Ross Valley School District's (RVSD) field at Red Hill School. In November a draft design was developed by elected officials and staff and accepted in concept by the RVSD. A coalition of citizens formed the "Friends of Red Hill Community Park" group to assist with design input, use policies/procedures and fund raising.

A draft "Terms of Use" agreement was prepared by RVSD and reviewed by elected officials, staff and attorneys from the Town and TUHSD. An executive summary of the agreement is attached for review and discussion.

If developed, the facility as conceptually designed would include tennis courts, a regulation soccer field, dog park, restrooms, walking path and an additional parking lot. The field would be primarily utilized by Drake High School as the home field for the soccer and La Crosse programs. The field would be scheduled and utilized by the Recreation Department at other times and will facilitate current youth soccer programs, as well as other local soccer organizations, and new programs (adult soccer, flag football, tournaments, camps, etc.).

ISSUES:

- The "Terms of Use" long-term lease agreement must be reviewed and accepted by all three agencies.
- Funding commitments from the two sponsoring agencies must be developed, including the sources of funds to be used by the Town for our portion of the construction.
- A "Joint Powers Authority" (JPA) agreement must be entered into by the TUHSD and the Town. This agreement will include times of use, fees (if any), scheduling priorities, use policies, maintenance responsibilities, etc.

- Costs and funding sources for ongoing maintenance must be determined and put in place in the JPA agreement.

ANALYSIS:

- The “Terms of Use” long-term lease agreement must be accepted by all three agencies. The agreement has been reviewed and revised by the agencies and their representatives, and is being discussed by all three agencies at their June 10 meetings. If all agree to the terms of use then the agreements could be acted upon by all agencies at their meetings of June 24.
- Funding commitments from the sponsoring agencies must be developed, including the sources of funds to be used by the Town for our portion of the construction. The Town has explored committing approximately \$150,000 to the construction of the park. The recommended source of funds for the development contribution is a portion of Proposition 12 & 13 “per capita” park bond monies that have already been secured, and future Proposition 40 “per capita” park bond allowances that will be available in the State 2003-04 budget. All monies are eligible for this type of project, and a commitment of this amount would leave approximately \$225,000 in the parks bond balance for other needs within the parks system.
- If the “Terms of Use” agreement is accepted by all parties, then a “Joint Powers Authority” (JPA) agreement must be entered into by the TUHSD and the Town. This agreement would include times of use, fees (if any), scheduling priorities, use policies, maintenance responsibilities, etc. The basic structure of an agreement of this type is very common in collaborative projects and will define operation and use parameters.
- Costs and funding sources for ongoing maintenance must be determined and put in place in the JPA agreement. Estimated annual maintenance costs for the facility will be approximately \$20-25,000 dollars based on landscape maintenance, routine maintenance of restrooms and trash, etc. and personnel costs for the work. Sources of revenue to cover these expenses that will be provided by the Town Parks Department could be: a field maintenance fee built into the program registration fees, a contribution by the TUHSD for Drake High’s primary user status, new program fees for adult leagues, camps, clinics, tournaments, etc., and sponsor fees for signs similar to Memorial Park. Concessions could also be explored in the future as an additional source of revenue. Staff feels confident that these costs can be covered if some or all of the above strategies can be utilized.

FISCAL IMPACT:

A commitment of \$150,000 for development of the facility is recommended. This would be funded by park bond monies that are available for this type of project.

A commitment of \$20-25,000/year for the ongoing maintenance of the facility could be offset by sources discussed above. The current recreation programs could generate an additional \$7-9,000/year by adding the field maintenance fee to sports programs registration fees. The TUHSD should contribute some funding for their primary user status. Any new fees associated with the facility use “must be used for maintenance funding only” as outlined in the terms of use agreement. Estimated annual revenue from this source is \$6-8,000/year. Sponsor opportunities and a discussion of a future concession stand could be used for additional funding sources to the amount of \$2-4,000/year. This would be a total amount of \$15-21,000/year without knowing the TUHSD contribution.

Respectfully submitted,

Debra Stutsman, Town Administrator

Summary of Terms of Proposed Red Hill Field Lease Agreement

(note: this is a summary of the draft agreement; all final terms have not been agreed to)

- The parties to the agreement are the Ross Valley School District (RVSD), Town of San Anselmo (Town) and Tamalpais Union High School District (Tam)
- RVSD agrees to lease the Red Hill field area to the Town and Tam jointly, for a period of 20 years [this time period is subject to final agreement by the parties]. The agreement may be extended by mutual agreement of the parties.
- The Town and Tam have no obligations or liability under the agreement unless and until sufficient funds have been raised (as determined by the Town and Tam) to complete the scope of work defined in the agreement.
- The agreement provides that funding must be raised within 18 months. If funding is raised, the project must be completed within 18 months of securing the necessary funding.
- The required scope of work includes the field (with at least a regulation-size soccer playing area, ideally with artificial turf), a dedicated and fenced dog park area, restroom, walking path and new parking. The existing tennis area would be retained and (if funds permit) refurbished or reconstructed in a more optimal location adjacent to the field.
- The agreement requires the Town and Tam to enter into a further agreement between the two of them regarding operation, scheduling and maintenance of the field. This agreement must be entered into by December 31, 2003. It is expected that this agreement will require the Town to assume all responsibility and liability for operation, scheduling and maintenance. This agreement may take the form of a “joint powers” agreement. The field would in effect be operated by the Town as a park, and the Town would be responsible for liability associated with its use,

excepting use by the RVSD or Tam. Other scheduled user groups would be required to provide insurance in accordance with standard Town recreational use policies.

- Tam (through Drake High School) would have the right to priority use of the field during defined weekday, after-school times for the fall and spring sports seasons, for the term of the agreement [the specific times will be defined in the final agreement by Tam/Drake].
- The agreement permits the RVSD, on 12 months notice, to convert the agreement from a lease agreement to a use agreement if it decides to operate a school at the Red Hill site. However, in this circumstance Tam (Drake High School) will still be allowed its priority use rights and the Town will be permitted to operate Town programs at the field. If the school is reopened, the public will also be allowed to use the field at all times subject only to RVSD and Tam (Drake) priority use, and use of the separate dog park area will not be affected. If the lease agreement is converted to a use agreement, the RVSD will become the operator of the field and will be responsible for liability associated with its use, other than uses by the Town, Tam or other scheduled users.

Funding Plan

- The Town and Tam will be asked, respectively, to pledge funds from the Town's share of state park bond monies and from Tam's facilities modernization bond to the field improvements.
- Once the agreement is approved and the Town and Tam have pledged funds, a community group that has met monthly since December 2002 is prepared to launch a fundraising campaign directed initially at major individual, business and user group donors, and later at community donations. Funds will be held through the Marin Community Foundation's Community Initiatives Program.
- The Marin Community Foundation has expressed interest in the project and has indicated that, upon application, the project would likely be eligible for capital funding of up to 12.5% of the project cost. Some funding may also be available from the County of Marin.
- The estimated project cost (based on a sports field consultant retained in 2002 by the Town and Tam) is \$2 – 2.5 million.

Additional Steps

- Following approval of the agreement and launch of the initial fundraising campaign, the Town and Tam will work toward completion of an operations agreement for the field by December 31, 2003.

- Appropriate traffic studies will need to be undertaken by the Town because of anticipated new traffic flow onto Sunnyhills Drive; intended access to the new field/park facility will be from the Sunnyhills Drive side, and not from Shaw Drive which is the existing Red Hill School entrance.
- Once the community group nears attainment of the funding goal , the Town and Tam will work with the community group on a process for construction project management. No action on this aspect is necessary at this time.

**Prepared by John D. Wright
Trustee, Tamalpais Union HSD
6-5-03**

AGENDA ITEM 4

TOWN OF SAN ANSELMO TOWN COUNCIL STAFF REPORT

For the meeting of June 10, 2003

TO: Town Council

FROM: Tom Bell, Planning Director

SUBJECT: Amendment to Title 10 (Zoning Ordinance) regarding residential second units.

RECOMMENDATION

Introduce the attached Zoning Ordinance amendment, waive the reading, and continue to June 24, 2003 for final adoption.

Previous Action

May 27, 2003 This item was continued to June 10.

May 13, 2003 A motion to approve the introduction of the attached ordinance was made at the Council meeting but it failed with insufficient affirmative votes 2-1 where 3 were required.

April 7, 2003 The Planning Commission unanimously recommended approval of the attached ordinance draft.

July 1976 A second unit ordinance (chapter 6 of Title 10) was adopted regulating residential second units in the Town of San Anselmo.

Discussion

At the meeting of May 27, this item was continued to June 10 in order to allow a majority vote for introduction purposes.

Attached is the staff report of May 27, 2003.

Respectfully submitted,

Tom Bell
Planning Director

attachments: Proposed Ordinance
Staff reports of May 13 and May 27 with accompanying materials.

AGENDA ITEM 5

For the Meeting of June 10, 2003

To: Town Council

From: Charles L. Maynard, Chief of Police

Subject: Continuation of Benefits for Police Officer Daniel Widger while on Active Military Duty.

Date: June 3, 2003

RECOMMENDATION

That Council adopt the attached Resolution regarding the continuation of healthcare benefits in the form of COBRA coverage for Police Officer Daniel Widger's family while he is on active duty with the National Guard stationed in a combat zone.

BACKGROUND

Police Officer Daniel Widger came to the San Anselmo Police Department after resigning his position as a Sergeant with the College of Marin Police Department. In addition to his law enforcement career, Officer Widger is a non-commissioned officer in the California National Guard and has served in that capacity for the past 14 years.

Since the terrorist attacks on 9-1-1 the entire country has been on heightened alert and military reservists and national guard units have been activated for various assignments both domestic and abroad. The frequency of these units being activated has increased with the military actions currently underway in Iraq. Officer Widger's California National Guard unit recently received activation orders for an overseas assignment in hostile territory. The duration of the assignment is to be approximately eight (8) months.

DISCUSSION

While serving in the active military, Officer Widger will be assigned to a combat zone and as a result will receive certain tax benefits which will allow him to earn approximately the same income as he does working for the Town with one exception, health and welfare benefits. While on active military duty the Town is not required to continue these benefits and has the option to extend COBRA coverage to the officer's family at the employees expense. This option creates a financial hardship on the officer and his family and to discontinue medical coverage and accept military provided healthcare might create an equal hardship. Since Officer Widger and his family live within 50 miles of a Military base (47 actual miles) they would not be eligible for "Tri-Care Coverage" which would have allowed them to be treated by their regular healthcare provider and experience little if any inconvenience. The available Military healthcare would require the family to travel an extended distance to the nearest military base (Travis AFB in Fairfield) to visit a doctor. Research suggests that processing time for activated military personnel's dependants medical coverage may delay coverage by as much as two to three months due to the high volume of recently activated military personnel. It appears that medical coverage could be delayed and/or denied during this processing period.

The Department has made great strides in employee retention due in large part to the betterment in employee relations and working conditions. The Military and Veterans Code outlines the very basic obligations of employers under these circumstances and the position of the Police Department is that in order to properly look out for our employees that we go above and beyond what is minimally required.

In this particular case, an officer who regularly risks his safety to protect our community is now leaving our community to risk his safety while taking part in a large military operation to safeguard not only our country but the citizens of other nations.

FISCAL IMPACT

While deployed, Officer Widger will not be receiving Town paid salary or benefits beyond that which is required by law. One benefit that is required is the continuation of the members PERS retirement contribution. Since his position will not be back-filled, this will result in a net savings to the Town of approximately \$63,000 based on current (FY 03-04) earnings and benefit costs as follows:

Salary and cash-back x 9 months	\$50,547
Benefits x 9 months	\$26,573
Required Town PERS Contribution x 9 months	- \$14,769
Total savings in salary and benefits:	\$63,000

An alternative to continuing current full healthcare coverage is for Officer Widger to voluntarily discontinue his employee coverage for the period of unpaid leave, which would trigger COBRA eligibility for his dependents. Calculation of the costs to continue the current health benefits (COBRA) for Officer Widger's family was estimated by Finance & Administrative Services Director Janet Pendoley and is as follows:

Monthly premium for 2 dependents only	\$653
Period of unpaid leave (8/1/03 to 4/30/04)	9 months
Total cost of health benefits for dependents for unpaid leave:	\$5,877

Upon his return to Town service Officer Widger would re-enroll with his chosen PERS healthcare provider.

CONCLUSION

The Police Department staff believes that this officer, who serves his community and nation with distinction and honor, should be free of worry about his family's welfare during his time of service in a hostile military zone. The Town has always taken pride in its employees and this is an opportunity to demonstrate our pride and commitment to those who routinely sacrifice for the Town.

CHARLES L. MAYNARD
Chief of Police

WHEREAS: This is a particularly dangerous time for America; and

WHEREAS: Military and Veterans Code 395.03 requires a Council Resolution if an employee receives pay and/or benefits in excess of those required by law; and

WHEREAS: Members of the California National Guard and all branches of our nation's active duty military are putting themselves in harm's way around the world to make America safer; and

WHEREAS: The Town Council of the Town of San Anselmo recognizes the commitment of our employees in the National Guard and active duty members of the military and offers our support for the men and women who defend our freedom without taking a stance on the political issues; and

WHEREAS: It is our hope that all members of the National Guard and of the active duty military services return safely to their families; and

WHEREAS: Thousands of citizens in the California National Guard have been called to active duty in Iraq, and around the world; and

WHEREAS: The Citizen Soldier's families usually do not receive the same support from the regular military as do the regular soldiers due to location of services; and

WHEREAS: The families of these Citizen Soldiers tend to suffer the greatest burden due to delays in benefits and lack of local assistance.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of San Anselmo hereby resolves to demonstrate the Town's support of its employees who participate in the protection of our Nation by serving overseas in hostile territory by making a financial contribution in the form of fully funding COBRA health coverage for the family of Police Officer Daniel Widger while he is on active duty in the hopes that this contribution will ease some of the stress of this sacrifice on the employee and his family.

I hereby certify that the foregoing resolution was approved by the San Anselmo Town Council on the 10th day of June, 2003 by the following vote, to wit:

AYES:

NOES:

ABSENT:

PETER KILKUS
Mayor

DEBRA STUTSMAN
Town Clerk

AGENDA ITEM 6

For the Meeting of June 10,

2003

To: Town Council

From: Traffic Safety Committee

Subject: Traffic Calming Guidebook

Date: June 4, 2003

RECOMMENDATION

That Council adopt the Town of San Anselmo Traffic Calming Guidebook as a resource to be utilized by the Traffic Safety Committee in conjunction with the community in an effort to properly manage the flow of traffic while reducing negative impacts on residents, pedestrians, bicyclists and our schools.

BACKGROUND

With the growing number of vehicular trips per day throughout San Anselmo, our community has looked to the Town for ways of reducing speeds, traffic flow and cut-through traffic. Over the years the Town has made several attempts through the use of STOP signs, speed limit signs and other regulatory measures to control the flow of traffic, but these measures all require regular enforcement to be effective. In contrast, traffic calming measures are designed to be self-enforcing.

“Traffic calming is the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-motorized street users.”

Reid Ewing / Traffic Calming-State of the Practice

For the purposes of this report, traffic calming involves changes in street alignment, installation of barriers, and other physical measures to reduce traffic speeds and cut-through volumes in the interest of street safety, livability, and other public purposes.

DISCUSSION

To expand the technical knowledge of the Traffic Safety Committee in the area of traffic calming, the Town sent Police Chief Charles Maynard and Public Works Director Rabi

Elias to a traffic calming workshop in November 2002. At the completion of the workshop it was apparent to staff that the Town was in need of a clear set of Traffic Calming Guidelines approved by Council prior to the design and implementation of any traffic calming measures.

The Traffic Safety Committee requested proposals from local traffic engineering firms with experience in traffic calming to assist in developing a set of guidelines. Parisi Associates of Mill Valley was selected in December of 2002, as the engineers for this project. After several meetings and site visits the final draft of the Town of San Anselmo Traffic Calming Guidebook was completed on April 16, 2003, ready for submittal to the Town Council for approval. These guidelines were designed to ensure only the most effective traffic calming tools are selected to address identified issues. The guidebook includes:

- A Toolbox of Traffic Calming Measures approved by the U.S. Department of Transportation and the Institute of Transportation Engineers,
- a Traffic Calming Implementation Process based on a partnership between residents and Town Staff, and;
- a Traffic Calming Petition, enabling residents to request the initiation of a traffic study to determine if a traffic calming plan should be developed.

On May 13, 2003, the Traffic Safety Committee presented the Traffic Calming Guidebook to Council. Council reviewed the guidebook and requested that the following changes be made to better reflect the desires of the community:

1. Remove speed bumps and humps from the guidebook.
2. Include an option that would allow any member of the community to request review of an issue without the polling the entire neighborhood.
3. Allow for Council review of proposed traffic calming proposals prior to implementation.

These requested changes were made and DRAFT copies of the guidebook were provided to each member of Council.

FISCAL IMPACT

The fiscal impact to the Town of San Anselmo to develop the attached Traffic Calming Guidebook was \$4,825. These funds were allocated from current fiscal years budget.

CONCLUSION

The Traffic Safety Committee has prepared this report and the attached guidelines in an effort to manage the Town's limited resources effectively and appropriately when dealing with town wide traffic calming needs.

CHARLES L. MAYNARD
Chief of Police

RABI ELIAS
Director of Public Works