TOWN OF
SAN ANSELMO
EST. 1907

525 San Anselmo Avenue
San Anselmo, CA 94960

Town Council

Agenda

Wednesday, September 21, 2022	**7:00 PM**	**Town Council Chambers (Via Zoom during COVID) - https://us02web.zoom.us/j/86791424945**

SPECIAL TOWN COUNCIL MEETING

https://us02web.zoom.us/j/86791424945

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

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

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

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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.

1. Update from Town staff re: Building Bridge 2 (632-636 San Anselmo Avenue)

Attachments:
Staff Report
Attachment 1 - 08.03.2022 - Martin Martin - San Anselmo BB2 Evaluation
Attachment 2 - 2022.09.12 - Martin Martin - San Anselmo BB2 Evaluation
Attachment 3 - MGE Building Bridge 2 Analysis Proposal - Undated
Attachment 4 - Town of San Anselmo - Jhutti Structural Assessment - 632-636 San Anselmo Avenue.
Attachment 5 - 09.12.2022 - Ballard and Watkins San Anselmo Deck Structure - Engineer Observation Report (002)
Attachment 6 - 09.09.2022 MGE Building Bridge 2 2nd Site Visit Memo
Attachment 7 - Lease Agreement - District and San Anselmo
Attachment 8 - 30 Day Notice of Lease Termination
Attachment 9 - Public Comment

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 townclerk@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 Tuesday, September 27, 2022.

I certify that this agenda was posted on the Public Notice Bulletin Board on or before Monday, September 19, 2022

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Carla Kacmar, Town Clerk

TOWN OF SAN ANSELMO
STAFF REPORT

For the meeting of September 21, 2022

TO: Town Council

FROM: Sean Condry, P.E., Public Works Director

SUBJECT: Update Regarding Building Bridge 2 (632-636 San Anselmo Avenue)

RECOMMENDATION

Staff recommends that the Town Council receive an update from Town staff regarding Building Bridge 2 and direct the Mayor to appoint a subcommittee to focus on BB2 in the coming months.

BACKGROUND

In November 2018 the Marin County Flood Control and Water Conservation District ("District") purchased the building located at 632-636 San Anselmo Avenue, which is known as Building Bridge 2 ("BB2"). BB2 creates a constriction in the creek that has contributed to flooding in the past during major flood events. The property was purchased with the intent to remove BB2 and restore the creek to reduce flood risk to hundreds of structures as part of its San Anselmo Flood Risk Reduction ("SAFRR") project. While the District worked to finalize its plans for the SAFRR project, in the spring of 2020 the Town worked in cooperation with the District to demolish the buildings on top of BB2.

A. BB2 Closure

In June of 2020 the Town began leasing the deck of BB2 for use as public park space, which has become known as Creek Park Plaza. The Plaza has been utilized by the public as an outdoor gathering area for over two years. The Town covered the deck with bark and installed sinks, trash receptacles, trees, and picnic tables to facilitate public use. In addition, through the summer and fall months, the Town Recreation Department and Chamber of Commerce have worked to provide live music in Creekside Park every weekend during the On the Avenue street closure events. The Plaza has provided access to and an additional seating area for people gathered in the Park for those events.

However, on September 15, 2022, the District sent the Town a letter terminating the lease for BB2. (Attachment 1). The letter stated,

> "The District has determined that the bridge structure that exists within the leased premises is structurally unsound and poses a danger and hazard to the public. The Town is advised to immediately prohibit any and all uses of the area and take reasonable actions to prevent entry by the public during the 30-day termination notice period. At this time, we would like to work with the Town to erect barriers to prevent access to the property."

The Town understands from County staff that the safety concerns were identified in engineering reports on the structural integrity of BB2. (Attachments 2-4). The Town responded to the letter by providing the District with a report that had been prepared by a structural engineer, Sunny Jhutti, which indicated that

BB2 is structurally sound.[1] (Attachment 5). Although District staff agreed to review the report, they reiterated that the public should be kept off of BB2 to ensure their safety. On Friday September 17, 2022, the District erected low plastic fences and no trespassing signs on BB2 to prevent further entry. The barriers and signs were taken down and replaced during the weekend. On September 20, 2022, the District installed chain link fencing around the perimeter of BB2.

B. BB2 Removal

The District is best suited to provide the Council with an update on the removal of BB2 as part of the SAFRR project. The following information is provided for the Council's reference based on information that has been presented by the District.

The County Board of Supervisors received an update on the SAFRR project at its meeting of July 19, 2022, which can be found at the following link - http://marin.granicus.com/DocumentViewer.php?file=marin_4ebaa0eb9639e9e711b865381b62ca49.pdf. The report explained that the SAFRR project is delayed due to a Federal Emergency Management Agency ("FEMA") requirement that a project in the floodway cannot result in any increase in flood levels. (See July 19 presentation at Slide 8). The District estimated that complying with the FEMA no-rise rule would require the District to mitigate 20 properties downstream. Given that the amount of money it will take to complete the mitigation is unknown, the District proposed installing a baffle located upstream of Creekside Pizza to simulate the current flooding conditions created by BB2. (See July 19 presentation at Slide 9). The baffle would maintain the current flooding conditions in the creek and would give the District time to mitigate the downstream properties; however, the July 19 presentation notes that such mitigation is "on hold with installation of baffles until additional funds can be secured." (See July 19 presentation at Slide 10). The presentation states that the engineers estimate for removal of BB2, baffle and creek bank stabilization is $4,200,000 and construction is estimated to occur between April and October 2023. (See July 19 presentation at Slide 10).

DISCUSSION

At its meeting of September 13, 2022, the Town Council directed staff to provide the Council with an update on BB2. The above background information is provided for the Council's consideration and discussion.

With the termination of the lease, the Town cannot utilize BB2 as a gathering space going forward. The District owns BB2 and is in charge of the SAFRR project; therefore the Board of Supervisors will make any final decisions about what to do with BB2 and how the SAFRR project will proceed. At this point it appears that the baffles project may be proposed, unless the District develops another approach that would preserve BB2 until the SAFRR project mitigation can be completed.

[1] The Town had commissioned Mr. Jhutti's report in response to the District informing the Town that they planned to proceed with the emergency removal of BB2 this fall. Any proposed emergency demolition project in the creek requires Town permits. In anticipation of the Town's review of the County's permit application the Public Works Director in his role as Building Director/Floodplain Manager, commissioned an independent assessment of BB2. It is the Town's understanding that the District does not plan to seek permits for emergency demolition this fall.

If and when a building permit application is submitted, Town staff will review and process the application associated with any project that is presented by the District. During the review process, Town staff will work with the District to ensure that the project is in compliance with Town regulations, California Building Code, FEMA regulations and any other regulatory requirements that may apply.

Given that the District has changed course on the timing and components of the SAFRR project since 2018, the District may revise its plans as it moves forward. Staff believes it would be useful to have a Council subcommittee available to provide input about potential next steps. Staff recommends that the Council consider directing the Mayor to appoint a subcommittee made up solely of less than a quorum of the Council to work with staff on matters related to BB2 and the SAFRR project in the coming months.

FISCAL IMPACT

There is no fiscal impact to receiving an update about BB2.

CONCLUSION

Staff respectfully requests that the Council receive this update, provide input to staff and consider directing the Mayor to appoint a subcommittee to focus on BB2 issues in the coming months.

CEQA AND CONSISTENCY WITH CLIMATE ACTION PLAN 2030

The Town finds that an update on BB2 is not a project under the California Environmental Quality Act (CEQA), because it does not involve an activity that has the potential to cause a direct or reasonably foreseeable indirect physical change in the environment (Pub. Res. Code § 21065).

This update does not relate to the Climate Action Plan 2030.

Respectfully submitted,

Sean Condry, P.E.
Public Works Director

MARTIN/MARTIN
CONSULTING ENGINEERS

August 3, 2022

County of Marin
Department of Public Works
Marin County Flood Control & Water Conservation District
3501 Civic Center Drive, Suite 304
San Rafael, CA 94903

Attn: Felix Meneau, P.E., CFM
Capital Planning Project Manager III

Re: **San Anselmo Creek Building Bridge 2 (BB2) Structural Evaluation**
San Anselmo Flood Risk Reduction (SAFRR) – Task Order 2
Martin/Martin, Inc. Project No.: BS21.0810

Mr. Meneau:

We have completed our limited investigation of the existing concrete bridge and walls known as Building Bridge 2 (BB2) in San Anselmo, CA. This letter describes our Observations, Conclusions and Recommendations, and was prepared at your request under the scope of SAFRR Task Order #2 between Martin/Martin Consulting Engineers and the County of Marin. The investigation included visual observation of the BB2 structure and is based on conditions that were readily observable at the time of our site visit. In accordance with Task Order #2, existing drawings were not provided for review (we understand they are not available), no invasive demo or testing was performed, and no structural analysis calculations were completed.

BACKGROUND

The Marin County Flood Control District's San Anselmo Flood Risk Reduction (SAFRR) project has requested Martin/Martin to provide a limited observation and opinion on the structural integrity of the existing concrete structure at 632-634 San Anselmo Ave, known as Building Bridge #2 (BB2). We understand that the buildings at BB2 were previously removed as part of the SAFRR project, and only the bridge slab, retaining walls, and foundations remain. The bridge is currently covered with landscaping as being used as a public space. The BB2 structure is proposed to be removed as part of the SAFRR project because it partially obstructs flow of San Anselmo Creek and increase the flood level on San Anselmo Avenue.

According to the Town of San Anselmo Building Department, the original construction date of BB2 is unknown, but it was built sometime before 1940. The age of the structure is therefore likely somewhere between 80 and 120 years old. There are no original construction drawings of the bridge available. No other reports or drawings related to BB2 are known to exist or were made available to Martin/Martin for review prior to preparing this report.

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OBSERVATIONS

The Building Bridge 2 (BB2) structure spans across the east and west sides of the San Anselmo Creek, in San Anselmo's commercial downtown district. As seen in the **Image 1** below, taken from the Northwest corner of BB2, the bridge deck is currently used as a public plaza, and has been covered with hardscaping and light landscaping.

Image 1: BB2 and Plaza from San Anselmo Ave

Scott Henderson, a Senior Project Engineer with Martin/Martin, and a Structural Engineer licensed in California, visited BB2 to perform a limited visual observation on Wednesday, July 7th. Sean Condry, Town of San Anselmo Public Works and Building Director, and also a structural engineer, was also present. All Images included in this report were taken during the site visit. Martin/Martin observed the bridge deck and wall structure from below in San Anselmo Creek, and from both sides of the bridge and creek.

Martin/Martin used a four-foot level and self-leveling laser to measure how level and plumb the bridge walls were on the day of the site visit. No exploratory demolition or destructive testing was performed. The observations made were based on the information that could be collected from a limited visual observation that lasted approximately one-hour.

The existing BB2 structure, shown in **Images 2A and 2B** below, is 100 feet wide and consists of a 30-foot main span across the creek. The structure consists of the following concrete elements (dimensions are approximate):

1. Deck: 6” Concrete deck spanning 7’-0” between concrete beams
2. Beams: 30” deep x 14” wide concrete beams spanning 30’-0” between walls across the creek
3. **Right Bank Wall (A):** 10’-0” tall concrete retaining wall
4. **Left Bank Bridge Wall (B):** 10’-0” tall x 10” thick concrete wall with pilasters
5. **Left Bank Retaining Wall (C):** 8’-0” tall x 10” thick concrete retaining wall
6. Tie Beams: 18” deep x 15” wide concrete tie beams at the base of Wall B & Wall C
7. Foundations: Wall foundations of unknown size

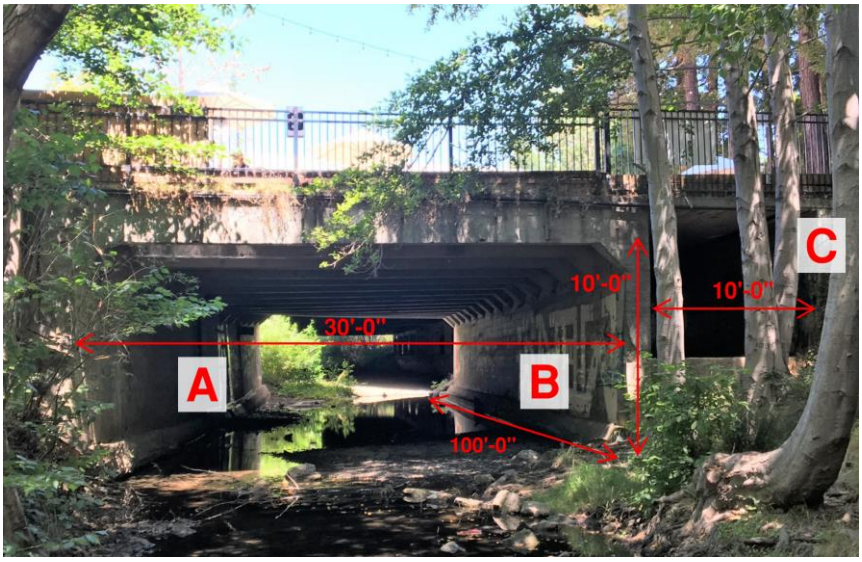

Image 2A: Upstream (South Elevation) View of BB2

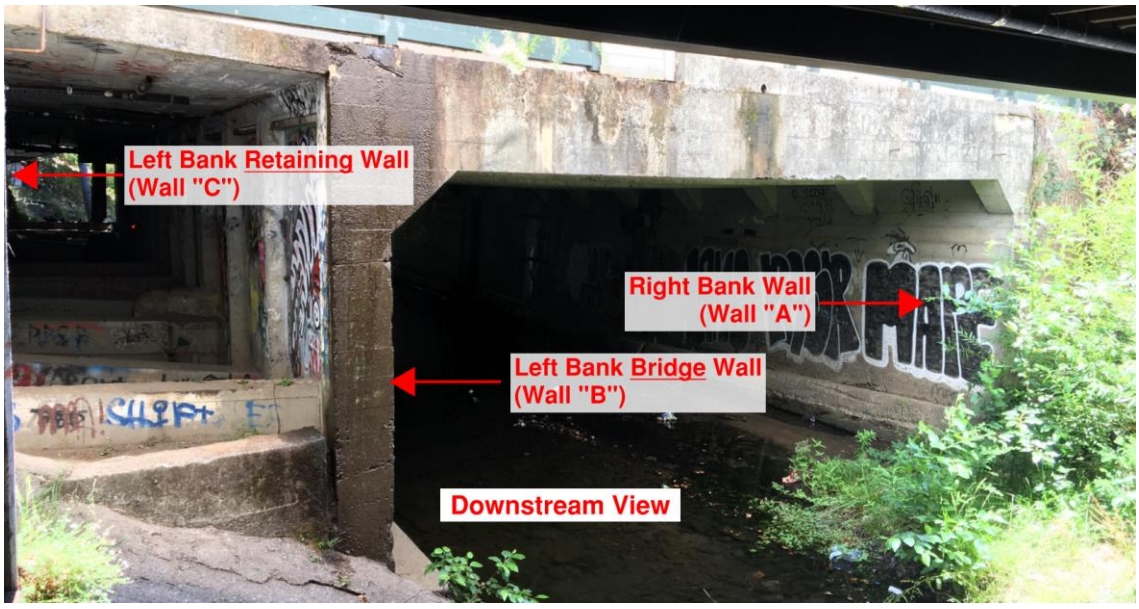

Image 2B: Downstream (North Elevation) View of BB2

1. CONCRETE DECK AND BEAMS

- The concrete deck appears to consist of a 6” one-way concrete slab, spanning between beams. It is assumed to be reinforced with steel rebar. See **Image 3** below.
- The deck was only available to view from the underside, and no obvious signs of deterioration, significant cracking, or excess deflection were apparent from our limited visual observation.
- The concrete beams are 14” wide, 24” deep below the slab (30” total), and span 30’-0”. They are reinforced with steel rebar, and rebar was exposed at (at least) one location as shown in the top right corner of **Image 4** below.
- The concrete beams showed some minor signs of deterioration and spalling, especially at the bottom face of the beam.

Image 3: Slab & Beams Looking West at the Right Bank Wall

Image 4: Beam Deterioration at Bottom Face and Expose Rebar

2. RIGHT BANK WALL (A)

- The Right Bank Wall is a concrete wall that was only observed from the opposite side of the creek, so no detailed measurements were taken. It is possible that the wall is similar to the Left Bank Bridge Wall, which is 10" thick and consists of concrete pilasters at each bridge beam. This expectation is substantiated by the fact that vertical cracks in the wall are located adjacent to what would be the concrete pilasters.
- Significant damage to the existing wall was observed at two locations, near the middle third of the wall height, as shown in **Image 5** below. Both cracks are sources of water passage through the wall, and the larger crack on the right in Image 5 below is located at a drainpipe. The wall separation is larger at the bottom than the top, and the size of the crack/ separation in wall is a few inches at the left crack, and around one foot at the right crack. Both cracks extend through the foundations.
- The foundations are sloped towards the middle of the wall, such that it appears the middle of the wall has sunk relative to the North and South ends of the wall. This suggest the wall is not on deep foundations.
- Steel angles were observed anchored to the existing concrete across the cracks and foundation. They appear to have been installed in attempt to limit further wall and foundation separation. The angles look like they have been in place for several years, indicating that this is not a recent wall failure.

Image 5: Large Cracks in Right Bank Wall and Foundation

3. LEFT BANK BRIDGE WALL (B)

- The Left Bank Bridge Wall is a concrete wall supporting the East end of the bridge deck that also retains soil to approximate mid-height. This wall was observed from all sides. It consists of a 10" thick concrete wall with 14"x16" concrete pilasters at approximately 7'-0" on-center aligned with the bridge beams supporting the main bridge span. **Image 6** below shows the wall from the North side of the bridge, looking South. **Image 2** above shows the wall from the South side of the bridge, looking North.
- There is a tunnel between the Left Bank Bridge Wall and the Left Bank Retaining Wall, as shown in **Image 7** below, with 15"x18" concrete tie beams connecting the two as shown in the Images.

Image 6: Left Bank Bridge Wall looking South

Image 7: Left Bank Bridge Wall (on right) looking South

- There is obvious damage to the Left Bank Bridge Wall, including cracks through the full wall and pilaster. Where the base of the bridge beam haunch meets the concrete pilasters, the backside of the pilasters and wall are cracked, and concrete has separated. There is a clear hinge in the wall and pilasters at this location, and the pilasters bow outward at this point. Additionally, the top of the wall has displaced laterally to the East. The location of these cracks is shown in **Image 8**.
- A self-leveling laser was used to measure the horizontal displacement at the backside of the walls, and the typical set-up is shown in **Image 9** (next page). The laser displays a vertical line on the pilaster, and when aligned with the bottom of the wall, allows for an accurate measurement of the pilaster displacement. The concrete tie beams at the base of the wall provide rotational fixity, such that the base of the pilaster is relatively plumb and vertical. All horizontal displacement measurements are therefore taken relative to the base of the pilaster.

Image 8: Southern-most Pilaster looking North

- In **Images 10 & 11** below, a red vertical line drawn over the vertical laser level line shows the typical horizontal displacement pattern of the pilasters. A four-foot level placed up against the backside of the pilasters was used to verify the laser level line was vertically plumb, and that the pilaster was out-of-plumb.

Image 9: Self-leveling Laser Set-up

Image 10: Southern-most Pilaster w/ Level

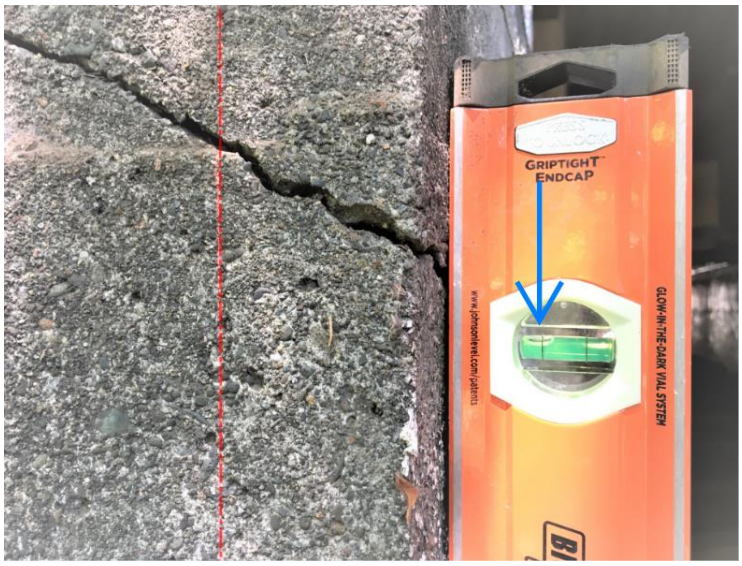

Image 11: Southern-most Pilaster w/ Level Bubble

- Horizontal displacement measurements were taken, using the self-leveling laser, at what appeared to be the worst-case interior pilaster, as shown in **Images 12 and 13** below.
- At the hinge point in the pilaster where the majority of the cracking occurs, the horizontal displacement relative to a vertical plumb line was measured to be between 3 and 4 inches. The amount of displacement and cracking appeared to be generally consistent at each pilaster, with a few exceptions where there was more concrete spalling.
- At the top of the pilaster and wall, the horizontal displacement relative to a vertical plumb line was measured to be between 2 and 3 inches. This indicates that the top of the wall appears to have displaced laterally to the East.

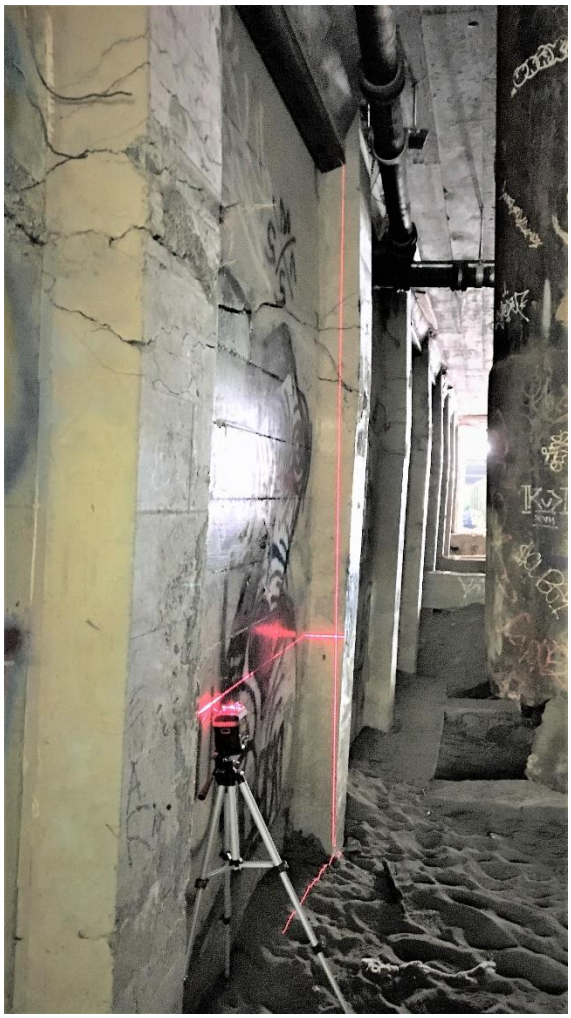

Image 12: Self-leveling Laser at Interior Pilaster

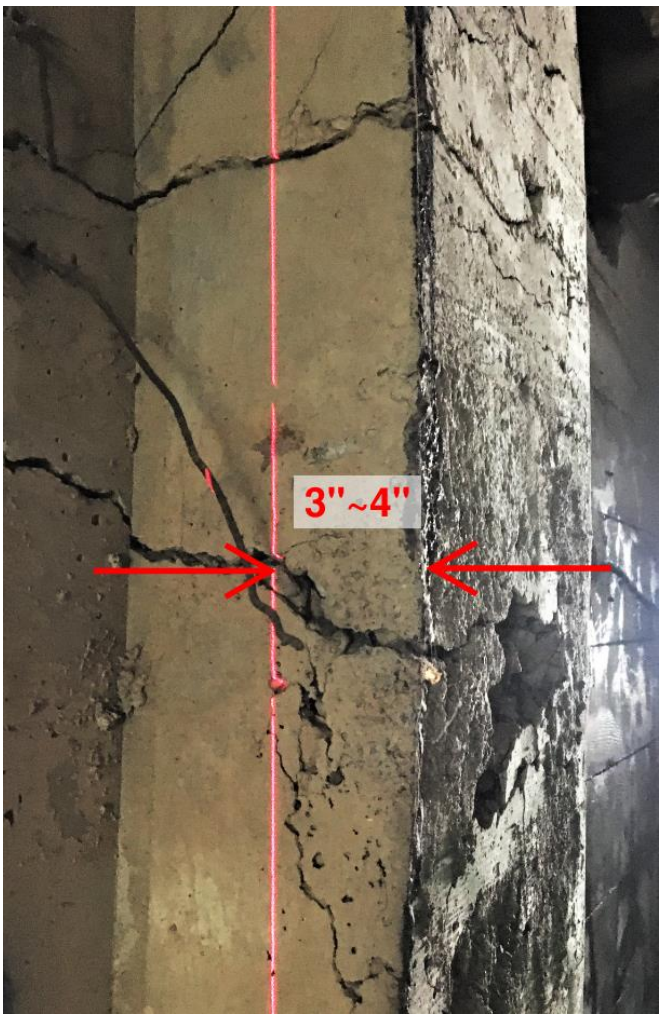

Image 13: Interior Pilaster Deflection at Crack

- At a few pilaster locations, concrete cracking was significant enough that it exposed rebar in the pilasters. The worst-case condition is documented in **Images 14 and 15** below. At this location there is evidence of pour concrete consolidation during the original construction.
- At this pilaster location, three vertical #5 or #6 deformed steel reinforcing bars were visible at the backside face of the pilaster. Small pilaster ties were observed at roughly 12" on-center. The exposed rebar showed signs of rust and deterioration.
- The aggregate exposed at this location appeared to be smooth rock varying in size from ½" to 1".

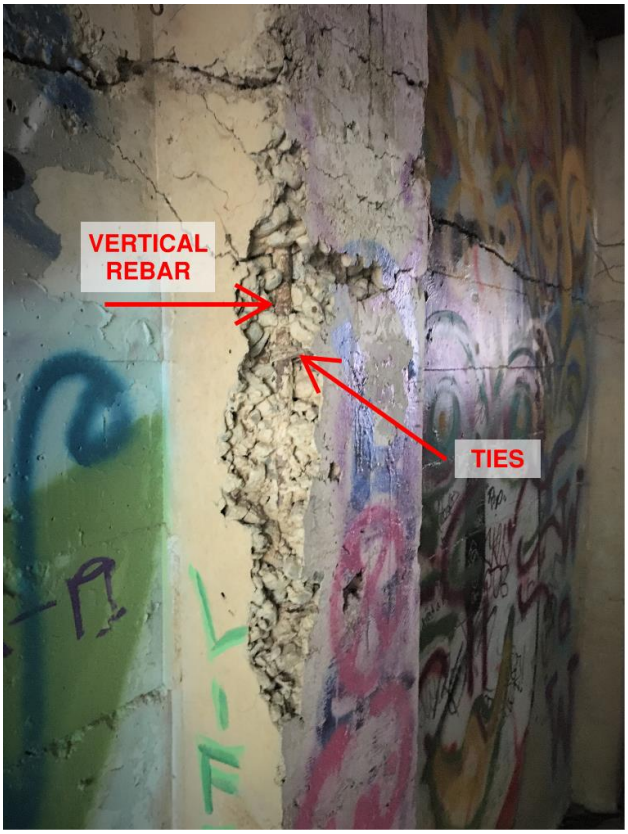

Image 14: Exposed Rebar at Pilaster

Image 15: Exposed Rebar Close-up

- A very clear and consistent horizontal crack along the backside of the wall between pilasters was observed along the full length of the wall. The crack was located at the bottom of the bridge beam haunch, at the top of the hinge in the concrete pilasters. This crack is shown in **Images 16 and 17** below.

Image 16: Left Bank Bridge Wall Horizontal Crack

Image 17: Left Bank Bridge Wall looking South

- At a few pilaster locations, it was observed that there had been previous attempts at filling the cracks by injecting them with an injection repair product. At some locations, the cracks appeared to still be filled. At most locations, the cracks appear to have re-opened indicating that the cause of the distress was not addressed by prior repair procedures. The date of the previous repairs was not known.
- **Image 18** shows a typical crack injection location where the crack remained covered by the repair product.
- **Image 19** shows a typical crack injection location where the crack had opened-up since the repair attempt, in this case by approximately 1/8". An abandoned nozzle tip from the cracking injection operation is still visible.

Image 18: Signs of Previous Crack Repair

Image 19: Failed Crack Injection

4. LEFT BANK RETAINING WALL (C)

- The Left Bank Retaining Wall is a 10” thick concrete full-height retaining wall that was observed from inside the tunnel. It is connected to the concrete slab above that spans across the tunnel to the Left Bank Bridge Wall. **Image 20** below shows the wall and tunnel from the South side of the bridge, and **Image 21 and 22** shows the wall and tunnel from the North side of the bridge.
- 15” wide by 18” tall concrete tie beams at 7’-0” on-center horizontally brace the bottom of the wall to the adjacent Left Bank Bridge Wall. These tie beams show no significant signs of deterioration.
- The wall was reviewed for signs of deflection, deterioration, and cracking. No significant signs of deterioration or cracking was observed, and the wall appears to be in relatively good shape for its age. Using a four-foot level, the wall was checked to see if it had deflected or rotated relative to being vertically plumb, as shown in **Image 23** below. The wall appeared to be close to vertically plumb.
- Foundations for this wall are unknown and could not be observed.

Image 20: Left Bank Tunnel looking North

Image 21: Left Bank Retaining Wall

Image 22: Left Bank Retaining Wall looking South

Image 23: Vertical Plumb Check

CONCLUSIONS AND RECOMMENDATIONS

The following Conclusions and Recommendations for immediate and long-term repairs and mitigation work are based on our limited visual review and the Observations presented above. Recommendations provide herein are subject to the Limitations provided at the end of this report.

1. CONCRETE DECK AND BEAMS

Conclusions

- The concrete deck, an existing 6" one-way concrete slab, appears to be in adequate condition given it's age. There were no signs of an immediate life safety hazard, or obvious need for immediate repairs.
- The concrete beams appear to be in relatively good condition given their age and use, with limited and localized exceptions where deterioration or damage has exposed rebar. The beams themselves are not cause of concern. Adequate supports for these beams, however, is discussed below.

Recommendations

1. If the BB2 structure is going to be repurposed in the future, and reused in the long-term, a structural engineer should be engaged to observe the concrete deck from the top to determine if there are any obvious signs of deterioration that were unavailable to view during our limited inspection.
2. If the BB2 structure is going to remain in use long-term, the existing beams should be evaluated in more detail. Mid-span deflection measurements should be taken to determine if there is excessive deflection potentially caused by long-term creep. Repair recommendations should be provided to mitigate the risk of rebar deterioration where rebar is currently exposed. The repair would likely involve the use of a repair mortar to protect the exposed rebar and strengthening with a fiber reinforced polymer (FRP) solution.
3. An engineer should be engaged if further landscaping or additional loading is intended to be added to the bridge in the future.

2. RIGHT BANK WALL (A)

Conclusions

- The Right Bank Wall and foundation has experienced significant cracking and concrete separation at two specific locations. Further structural evaluation would be required to determine the cause of this damage, but there are two likely possible explanations for the observed behavior:
    1. The cracks may be an indication of an in-plane flexural failure of the wall and foundation. This would create tension at the bottom of the wall (where cracks are larger) and compression at the top of the wall, matching the pattern of the cracks and damage. It's possible the excessive in-place flexural demand was caused by a failure of the foundations in the middle of the wall. It's possible that years of erosion of the creek bed has undermined and deteriorated the foundations, creating a gap in adequate and continuous vertical soil support.
    2. The cracks may have been caused by a buildup of hydrostatic pressure behind the wall due to poor drainage and/or concentrated water discharge (such as drainpipes). Damage would have then been caused by water intrusion deteriorating the concrete and rebar overtime.
- The concrete retaining wall may have rotated or laterally displaced due to the lateral earth pressure and/or buildup of hydrostatic pressures acting on the soil-side of the wall. No measurements were taken to determine if the wall has rotated or laterally displaced during this limited evaluation.
- Damage on the soil-side of the concrete wall is not available to view, and it's possible that damage exists which is similar to the damage identified at the Left Bank Bridge Wall. It's therefore not possible to make a conclusion as to the structural integrity of the wall at this time.

Recommendations

1. If the BB2 structure is going to have a long-term use with public accessibility, prior to determining the extent of repairs, further structural evaluation should be performed to determine:
    A. The extent of damage along the soil-side of the wall caused by excessive flexure, similar to the Left Bank Bridge Wall.
    B. Whether the wall has experience excessive rotation or lateral displacement, which may have induced damage at the Left Bank Bridge Wall.
    C. The extent of erosion and damage to the foundations to determine if that are still adequate to support the wall for future use. This would likely require exploratory pits dug at multiple locations.
2. Repair recommendations should be made after further evaluation is completed. Repairs may include new horizontal support for the wall in the form of tiebacks or foundation replacement.

3. LEFT BANK BRIDGE WALL (B)

Conclusions

- The Left Bank Bridge wall clearly has significant localized cracking and deformation, greater than should be seen in a concrete structure that has performed adequately over its lifespan.
- The hinge formation in the concrete wall and pilasters is caused by an excessive flexural demand at the top of the pilaster. The flexural demand has caused the East face of the pilasters to experience excessive tensile strain in the concrete and rebar, causing the concrete to crack and spall, and the integrity of the concrete to deteriorate.
- Since no original drawings are available, the level of structural deficiency is unknown.
- The cracks and spalling have exposed the pilaster rebar to rust and deterioration, the extent of which is unknown and would require further study. Rebar deterioration reduces the available flexural strength in the pilasters.
- The flexure and resulting rotational deformation in the pilasters appear to be an ongoing issue that has worsened over time. This conclusion is based on the observation that previous crack repairs appear to have failed and cracks re-opened.
- The cause of the flexural demand in the wall has not been clearly identified, and therefore repair requirements cannot be fully determined without further structural evaluation. Possible explanations for the observed behavior include:
    1. Lateral displacement at the top of the Right Bank Wall, caused by retaining wall rotation or sliding, has induced a lateral force and displacement into the Left Bank Bridge Wall pilasters via the bridge deck and beams. The possibility of this lateral displacement at the top of the Left Bank Bridge Wall could have induced a flexural demand in the pilasters at the observed hinge location due to fixity at the bottom of the pilasters.
    2. Bending deflection of the concrete bridge beams, possibly caused by long-term creep, has induced a rotational demand at the top of the pilasters.
    3. Lateral displacement at the base of the Left Bank Retaining Wall, due to lateral earth pressures or a buildup of hydrostatic pressure, or base of wall sliding due to erosion while the top of wall remains braced. The possibility of this lateral displacement at the bottom of the pilasters could have induced additional flexural demand at the top of the pilasters.
    4. Significant flood events which caused the water elevation to be higher on the bridge (West) side of the wall than the tunnel (East) side of the wall could have induced out-of-plane flexural reactions in the pilasters.
    5. Other reasons not yet identified, or a combination of multiple issues.
- Given the damage evident in the Left Bank Bridge wall, we recommend temporary lateral bracing be installed immediately. Further investigation will be required to effectively evaluate the structural integrity of the BB2 structure and develop full recommendations for rehabilitation of the structure. Until temporary and permanent lateral stability is enhanced, there remains a possibility of failure of the structure. Items supporting this conclusion include:
    1. The deflected shape of the pilasters.
    2. The size of the cracks and extent of spalling and deterioration.
    3. The risk of rust and deterioration of pilaster reinforcement.
    4. The risk of future loading events inducing significant short-term loads, such as a firetruck on the bridge plaza, or a future flood.

Recommendations

- If the BB2 structure is going to remain in use supporting public assembly, Martin/Martin recommends immediately implementing one of two strategies to reduce the likelihood of further damage and reduce the risk of structural failure in the immediate future.

1. **Option 1 - Temporary Horizontal Shoring:** Temporary horizontal shoring columns should be installed at each pilaster (15 locations), between the East face of the pilaster and the Left Bank Retaining Wall, by a competent contractor experience with shoring installation. See **Image 24** below.

Image 24: Schematic of Temporary Horizontal Shoring (one location shown)

The shoring should be adequately fastened to the concrete at each end with concrete screws or adhesive anchors, as the shoring will see some hydraulic loading during a flooding event. The shoring could cause a safety hazard for people walking through the tunnel between the Left Bank Retaining Wall and Bridge Wall, so we recommend closing off the entrance to the tunnel with floodway compliant breakaway walls or similar means. At the upstream end of the tunnel, large debris be blocked by the shoring columns, and create an obstacle to the flow of water. Therefore, some means of directing large debris toward the middle of the creek is recommended. These elements may require further design services from a professional consultant.

2. **Option 2 – FRP Column Strengthening:** A Fiber-Reinforced Polymer (FRP) wrap should be installed on the East face of each existing concrete pilaster (15 locations). The FRP should be installed by a competent and experienced FRP installer. The FRP designer should provide the maximum amount of FRP flexural strengthening that is practical for this application. See **Image 25** below.

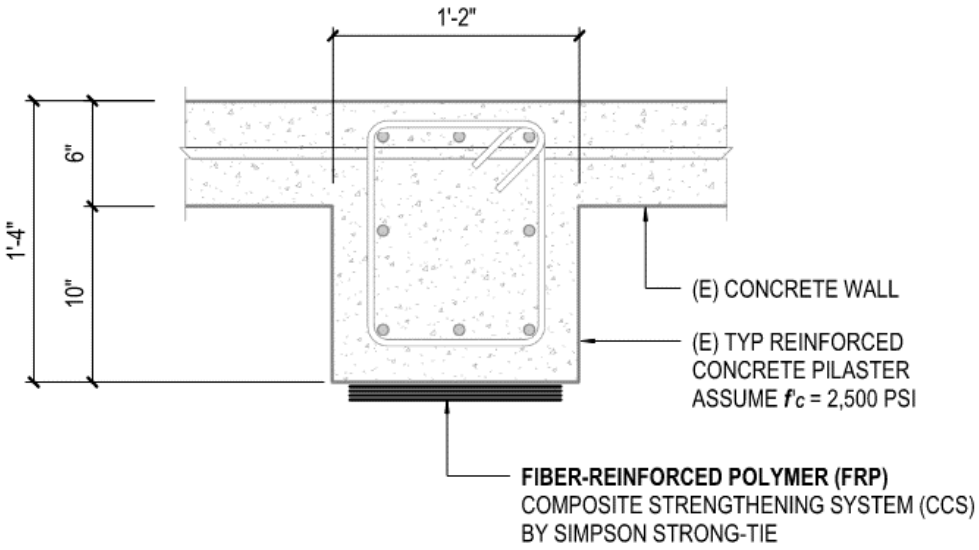

Image 25: Schematic of FRP Reinforcing at Pilasters

The FRP strengthening of the columns may not be enough to increase the flexural strength to be in compliance with current building codes. It is only intended to increase the flexural strength of the pilasters enough to reduce the likelihood of further damage and reduce the risk of structural failure in the immediate future

- If the BB2 structure is going to remain in use for the long-term, and not demolished as part of the SAFRR project, then further evaluation is required to determine the exact cause of the observed damage and determine the appropriate repair strategies. The repairs may include a combination of:
    1. Tiebacks at the Right Bank and Left Bank retaining walls.
    2. Foundation replacement at the Right and Left Bank walls.
    3. FRP solutions for flexural strengthening of the concrete pilasters.
    4. Grout injection at cracks to protect existing rebar and reduce water intrusion.
- If monitoring of the horizontal displacement of the walls, and size of the cracks in the pilasters, is desired then monitoring equipment can be installed. Monitoring equipment may include the installation of Linear Variable Displacement Transformers (LVDTs), Tell-Tale crack monitors, or other similar technology. Site monitoring and reporting of changes and conditions of the bridge on a regular basis is recommended. If conditions changed, the bridge should be re-evaluated by Martin/Martin (or another structural engineer with competency in investigative engineering).

4. LEFT BANK RETAINING WALL (C)

Conclusions

- The Left Bank Retaining Wall appears to be performing adequately. There are no obvious signs of failure that would necessitate repairs for immediate or long-term use of the BB2 structure.
- It is possible that horizontal displacement of the wall has caused the tie beams at the base of the wall to impose a lateral force on the Left Bank Bridge Wall and pilasters. Further evaluation is required to determine if that is the case.

Recommendations

- If during further evaluation it is discovered that the Left Bank Retaining Wall is imposing lateral force on the Left Bank Bridge Wall, then the Left Bank Retaining Wall should be braced against sliding. One solution would be to install tiebacks in the Left Bank Retaining Wall to resist the lateral earth pressures and eliminate the risk of future horizontal displacement.

LIMITATIONS

Our investigation was limited solely to a visual observation of the BB2 structure as described in the Observations section above and is based on conditions that were readily observable at the time of our site visit. Existing drawings were not provided for review and no invasive testing was performed. No calculations or quantitative analysis was completed. Repair recommendations are conceptual in nature and are not intended for construction. No opinion has been provided by Martin/Martin on whether the BB2 structure is in compliance with any building code or reference document. Martin/Martin, Inc. does not accept responsibility for deficiencies not evident during an observation of this type.

We appreciate this opportunity to be of service. Please contact us if you have any questions regarding this report or if you require further assistance.

Sincerely,

Scott Henderson

Scott Henderson, PE SE
Senior Project Engineer

Emily Guglielmo

Emily Guglielmo, PE SE
Principal

MARTIN/MARTIN
CONSULTING ENGINEERS

September 12, 2022

County of Marin
Department of Public Works
Marin County Flood Control & Water Conservation District
3501 Civic Center Drive, Suite 304
San Rafael, CA 94903

Attn: Felix Meneau, PE, CFM
Capital Planning Project Manager III

Berenice Davidson, PE
Assistant Director

Re: **San Anselmo Creek Building Bridge 2 (BB2) Structural Evaluation**
San Anselmo Flood Risk Reduction (SAFRR) – Task Order 2
Martin/Martin, Inc. Project No.: BS21.0810

Country of Marin:

Martin/Martin has completed our limited investigation of the existing concrete bridge and walls known as Building Bridge 2 (BB2) in San Anselmo, CA. This letter describes our Observations, Document Review, Conclusions and Recommendations, and was prepared at your request under the scope of SAFRR Task Order #2 between Martin/Martin Consulting Engineers and the County of Marin.

The investigation included a visual observation of the BB2 structure and is based on conditions that were readily observable at the time of our site visit. In accordance with Task Order #2, original drawings of the structure were not provided for review, no invasive demo or testing was performed, and no structural analysis calculations were completed.

This report was updated on September 12th, 2022 and supersedes all earlier versions. A previous version was submitted to the County dated August 3rd, 2022. Draft versions were sent to the County for initial review on July 28th and August 16th in 2021.

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BACKGROUND

The Marin County Flood Control District's San Anselmo Flood Risk Reduction (SAFRR) project has requested Martin/Martin to provide a limited observation and opinion on the structural integrity of the existing concrete structure at 632-634 San Anselmo Ave, known as Building Bridge #2 (BB2). We understand that the buildings at BB2 were previously removed as part of the SAFRR project, and only the bridge slab, retaining walls, and foundations remain. The bridge is currently covered with landscaping and is being used as a public space. The BB2 structure is proposed to be removed as part of the SAFRR project because it partially obstructs flow of San Anselmo Creek and increase the flood level on San Anselmo Avenue. According to the Town of San Anselmo Building Department, the original construction date of BB2 is unknown, but it was built sometime before 1940. The age of the structure is therefore likely somewhere between 80 and 120 years old.

DOCUMENT REVIEW

Martin/Martin was provided with two documents related to the bridge which were reviewed as a part of the scope of this evaluation. The first document consists of Foundation Repair permit drawings from 2002 prepared by Michael Watkins of Ballard & Watkins Construction Services (San Anselmo, CA). The second document consists of an Engineering Observation Report from 2006 prepared by Michael Watkins of Ballard & Watkins Construction Services. There are no original construction drawings of the bridge available according to the Town of San Anselmo.

On September 9th, 2022, the County of Marin provide Martin/Martin with the 2002 Foundation Repair drawings by Michael Watkins, PE. This document includes foundation work that occurred between the Left Bank Bridge Wall and Left Bank Retaining Wall (see Observations below for a description of the wall nomenclature). The associated Inspection Record and on-site observations indicate the work on the drawings was constructed around October 2002. The permit drawings indicate the repair included the following structural elements:

1. New helical piers installed nearly horizontal at the base of the Left Bank Retaining Wall
2. New concrete tie beams installed between the Left Bank Retaining Wall and Left Bank Bridge Wall
3. A new concrete grade beam connecting the tie beams and the back of the Left Bank Bridge Wall
4. New concrete drilled and cast-in-place piers installed behind and below the Left Bank Bridge Wall

Relevant images are included on the following page. Further information on this work is provided in the Observations section below, including information provided by Michael Watkins during a meeting at the bridge on September 12th, 2022.

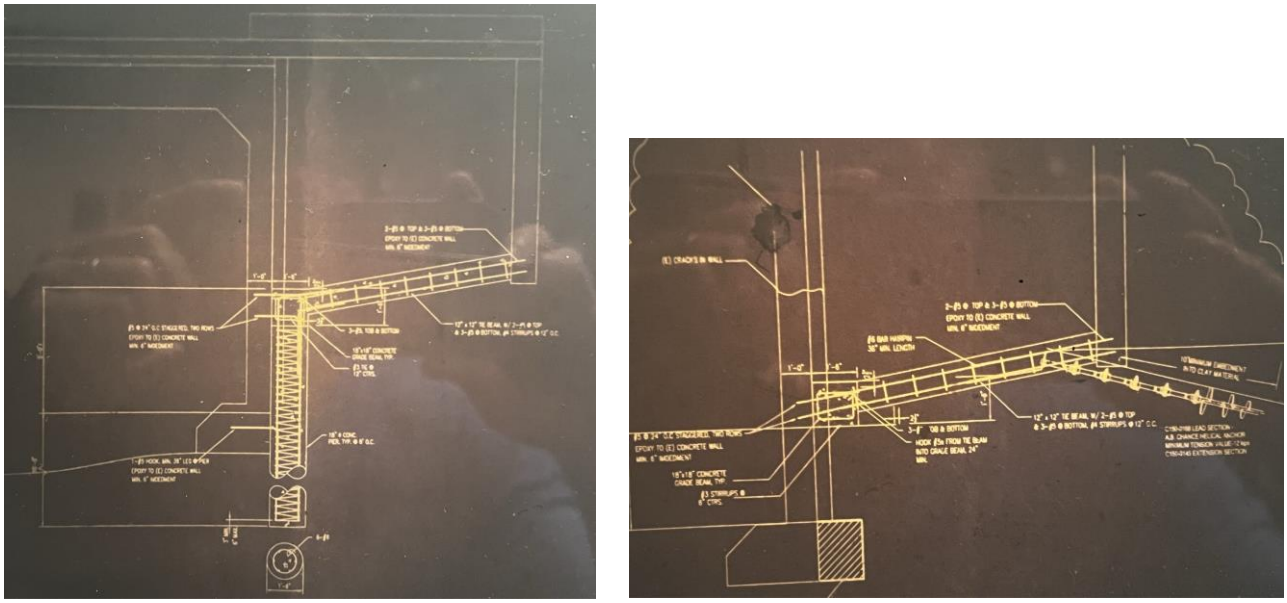


Image 1: Permit Drawings from 2002 Foundation Repair

The 2006 Engineering Observation Report by Michael Watkins, PE, was prepared for Jeff Boblick who is the previous owner of Building Bridge 2. The report was prepared to investigate structural issues resulting from the significant flooding event on December 31st, 2005. Observations in the report included a large vertical crack in the Right Bank Wall (which are still present) and a horizontal crack in the Left Bank Bridge Wall just below the pilaster corbels (as observed and described in more detail in this report). The report recommended extensive repairs to stabilize the BB2 retaining walls and foundations. According to Michael Watkins, these repairs were never implemented. Notably, Michael Watkins makes the following statements in his 2006 report:

> *"The structural integrity of the building at 632-636 San Anselmo Avenue has been significantly affected by the flood. Movements of the building resulting from vibrations, the lateral forces on the structure as a result of the flood waters against the walls and concrete beams below the deck, and erosion of the creek beneath the structure have caused significant structural damage to the building. Although there is no danger of imminent collapse, corrections of these conditions need to be performed to insure that further damages do not result. Erosion of the creek bed adjacent to the south west side abutment wall appears to have resulted in removal of materials which provide both lateral and vertical support to the abutment wall. The absence of this material appears to have resulted in a movement of the building which has resulted in a formation of a substantial crack at the central foundation wall at the location where the corbelled beams of the deck frame into the wall. These conditions need to be addressed to insure that long term damage to the structure does not result. Additionally, the movement the building has resulted in cracking of the deck and masonry wall in the structure at 636 San Anselmo Avenue, as well as the central foundation wall and associated pilasters. These conditions need to be repaired to insure the structural integrity of these components."*

OBSERVATIONS

The Building Bridge 2 (BB2) structure spans across the east and west sides of the San Anselmo Creek, in San Anselmo's commercial downtown district. As seen in the **Image 2** below, taken from the Northwest corner of BB2, the bridge deck is currently used as a public plaza, and has been covered with hardscaping and light landscaping.

Image 2: BB2 and Plaza from San Anselmo Ave

Scott Henderson, a Senior Project Engineer with Martin/Martin, and a Structural Engineer licensed in California, visited BB2 to perform a limited visual observation on Wednesday, July 7th. Sean Condry, Town of San Anselmo Public Works and Building Director, and also a structural engineer, was also present. All Images included in this report were taken during the site visit. Martin/Martin observed the bridge deck and wall structure from below in San Anselmo Creek, and from both sides of the bridge and creek.

Martin/Martin used a four-foot level and self-leveling laser to measure how level and plumb the bridge walls were on the day of the site visit. No exploratory demolition or destructive testing was performed. The observations made were based on the information that could be collected from a limited visual observation that lasted approximately one-hour.

The existing BB2 structure, shown in **Images 3 and 4** below, is 100 feet wide and consists of a 30-foot main span across the creek. The structure consists of the following concrete elements (dimensions are approximate):

1. Deck: 6” Concrete deck spanning 7’-0” between concrete beams
2. Beams: 30” deep x 14” wide concrete beams spanning 30’-0” between walls across the creek
3. **Right Bank Wall (A):** 10’-0” tall concrete retaining wall
4. **Left Bank Bridge Wall (B):** 10’-0” tall x 10” thick concrete wall with pilasters
5. **Left Bank Retaining Wall (C):** 8’-0” tall x 10” thick concrete retaining wall
6. Tie Beams: 18” deep x 15” wide concrete tie beams at the base of Wall B & Wall C
7. Foundations: Wall foundations of unknown size

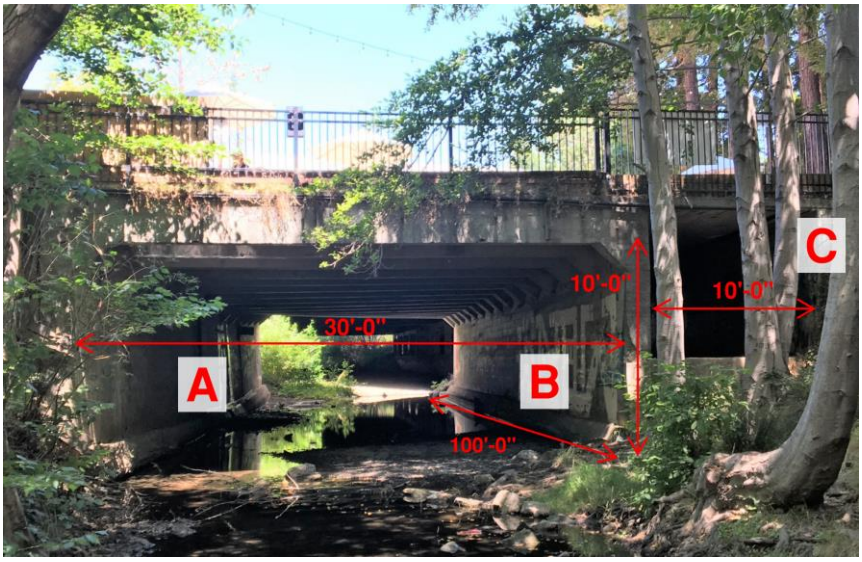


Image 3: Upstream (South Elevation) View of BB2

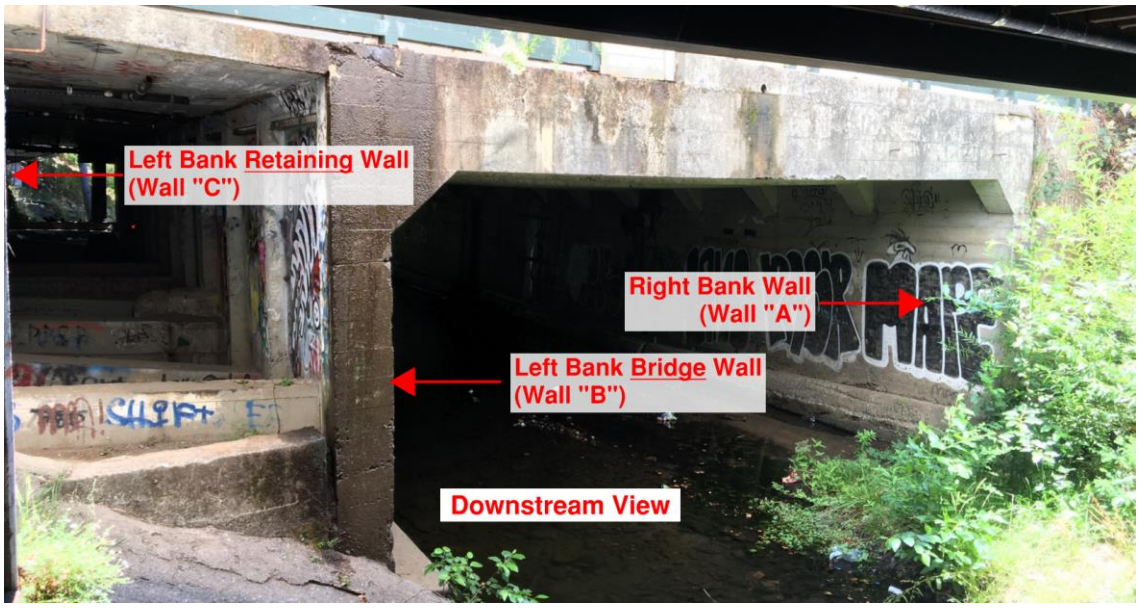


Image 4: Downstream (North Elevation) View of BB2

1. CONCRETE DECK AND BEAMS

- The concrete deck appears to consist of a 6” one-way concrete slab, spanning between beams. It is assumed to be reinforced with steel rebar. See **Image 5** below.
- The deck was only available to view from the underside, and no obvious signs of deterioration, significant cracking, or excess deflection were apparent from our limited visual observation.
- The concrete beams are 14” wide, 24” deep below the slab (30” total), and span 30’-0”. They are reinforced with steel rebar, and rebar was exposed at (at least) one location as shown in the top right corner of **Image 6** below.
- The concrete beams showed some minor signs of deterioration and spalling, especially at the bottom face of the beam.

Image 5: Slab & Beams Looking West at the Right Bank Wall

Image 6: Beam Deterioration at Bottom Face and Expose Rebar

2. RIGHT BANK WALL (A)

- The Right Bank Wall is a concrete wall that was only observed from the opposite side of the creek, so no detailed measurements were taken. It is possible that the wall is similar to the Left Bank Bridge Wall, which is 10" thick and consists of concrete pilasters at each bridge beam. This expectation is substantiated by the fact that vertical cracks in the wall are located adjacent to what would be the concrete pilasters.
- Significant damage to the existing wall was observed at two locations, near the middle third of the wall height, as shown in **Image 7** below. Both cracks are sources of water passage through the wall, and the larger crack on the right in Image 5 below is located at a drainpipe. The wall separation is larger at the bottom than the top, and the size of the crack/ separation in wall is a few inches at the left crack, and around one foot at the right crack. Both cracks extend through the foundations.
- The foundations are sloped towards the middle of the wall, such that it appears the middle of the wall has sunk relative to the North and South ends of the wall. This suggest the wall is not on deep foundations.
- Steel angles were observed anchored to the existing concrete across the cracks and foundation. They appear to have been installed in attempt to limit further wall and foundation separation. The angles look like they have been in place for several years, indicating that this is not a recent wall failure.

Image 7: Large Cracks in Right Bank Wall and Foundation

3. LEFT BANK BRIDGE WALL (B)

- The Left Bank Bridge Wall is a concrete wall supporting the East end of the bridge deck that also retains soil to approximate mid-height. This wall was observed from all sides. It consists of a 10" thick concrete wall with 14"x16" concrete pilasters at approximately 7'-0" on-center aligned with the bridge beams supporting the main bridge span. **Image 8** below shows the wall from the North side of the bridge, looking South. **Image 4** above shows the wall from the South side of the bridge, looking North.
- There is a tunnel between the Left Bank Bridge Wall and the Left Bank Retaining Wall, as shown in **Image 9** below, with 15"x18" concrete tie beams connecting the two as shown in the Images.

Image 8: Left Bank Bridge Wall looking South

Image 9: Left Bank Bridge Wall (on right) looking South

- There is obvious damage to the Left Bank Bridge Wall, including cracks through the full wall and pilaster. Where the base of the bridge beam haunch meets the concrete pilasters, the backside of the pilasters and wall are cracked, and concrete has separated. There is a clear hinge in the wall and pilasters at this location, and the pilasters bow outward at this point. Additionally, the top of the wall has displaced laterally to the East. The location of these cracks is shown in **Image 10**.
- A self-leveling laser was used to measure the horizontal displacement at the backside of the walls, and the typical set-up is shown in **Image 11** (next page). The laser displays a vertical line on the pilaster, and when aligned with the bottom of the wall, allows for an accurate measurement of the pilaster displacement. The concrete tie beams at the base of the wall provide rotational fixity, such that the base of the pilaster is relatively plumb and vertical. All horizontal displacement measurements are therefore taken relative to the base of the pilaster.

Image 10: Southern-most Pilaster looking North

- In **Images 11 & 12** below, a red vertical line drawn over the vertical laser level line shows the typical horizontal displacement pattern of the pilasters. A four-foot level placed up against the backside of the pilasters was used to verify the laser level line was vertically plumb, and that the pilaster was out-of-plumb.

Image 11: Self-leveling Laser Set-up

Image 12: Southern-most Pilaster w/ Level

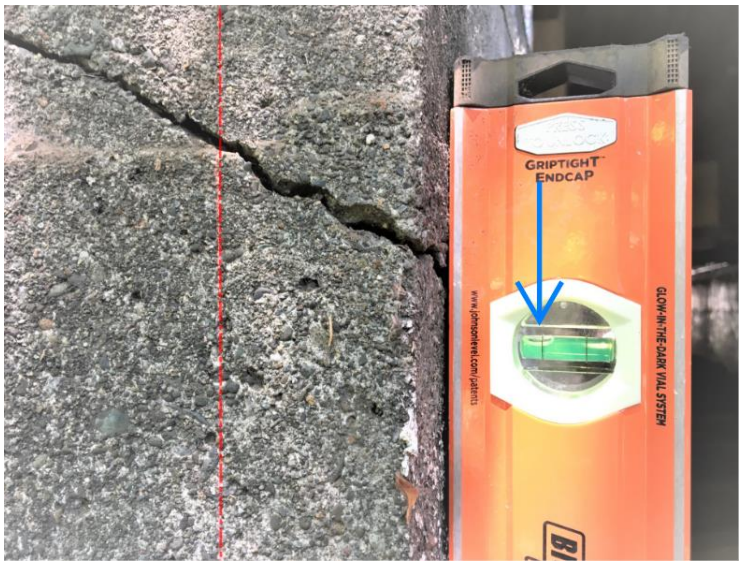


Image 13: Southern-most Pilaster w/ Level Bubble

- Horizontal displacement measurements were taken, using the self-leveling laser, at what appeared to be the worst-case interior pilaster, as shown in **Images 14 and 15** below.
- At the hinge point in the pilaster where the majority of the cracking occurs, the horizontal displacement relative to a vertical plumb line was measured to be between 3 and 4 inches. The amount of displacement and cracking appeared to be generally consistent at each pilaster, with a few exceptions where there was more concrete spalling.
- At the top of the pilaster and wall, the horizontal displacement relative to a vertical plumb line was measured to be between 2 and 3 inches. This indicates that the top of the wall appears to have displaced laterally to the East.

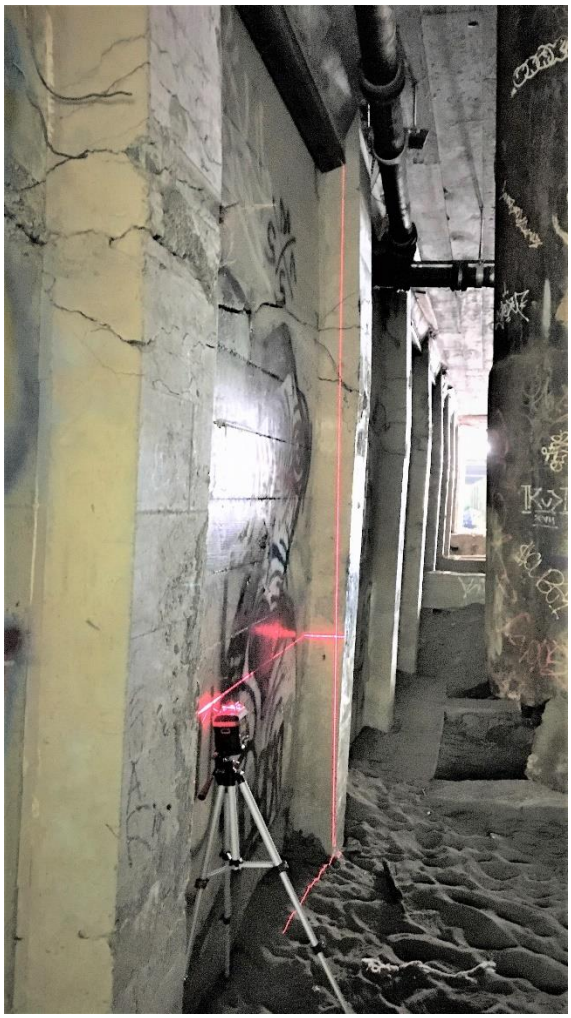


Image 14: Self-leveling Laser at Interior Pilaster

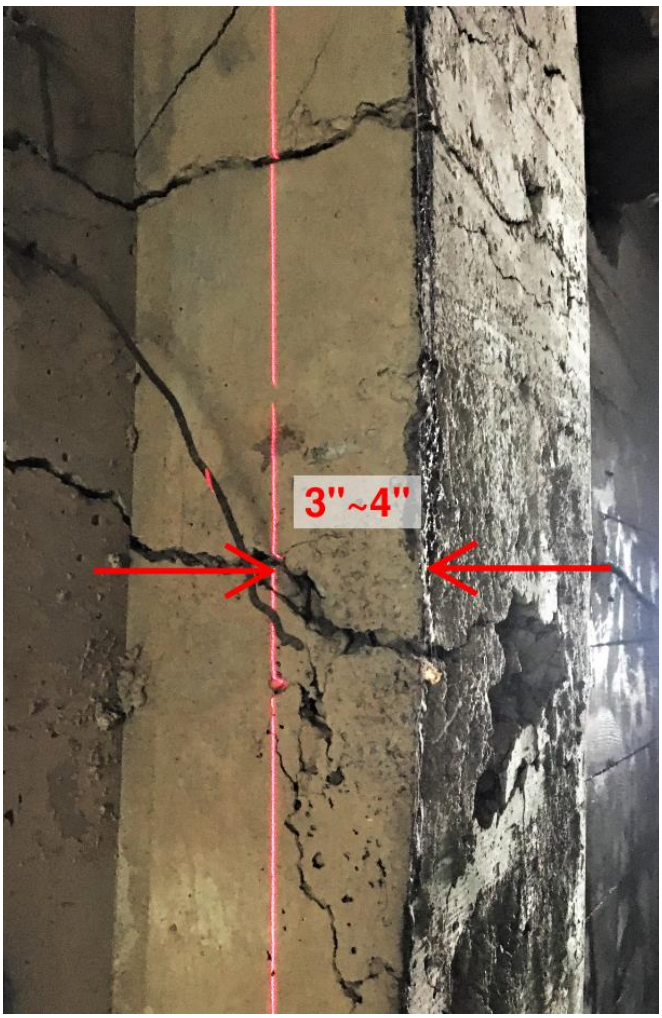


Image 15: Interior Pilaster Deflection at Crack

- At a few pilaster locations, concrete cracking was significant enough that it exposed rebar in the pilasters. The worst-case condition is documented in **Images 16 and 17** below. At this location there is evidence of pour concrete consolidation during the original construction.
- At this pilaster location, three vertical #5 or #6 deformed steel reinforcing bars were visible at the backside face of the pilaster. Small pilaster ties were observed at roughly 12" on-center. The exposed rebar showed signs of rust and deterioration.
- The aggregate exposed at this location appeared to be smooth rock varying in size from ½" to 1".

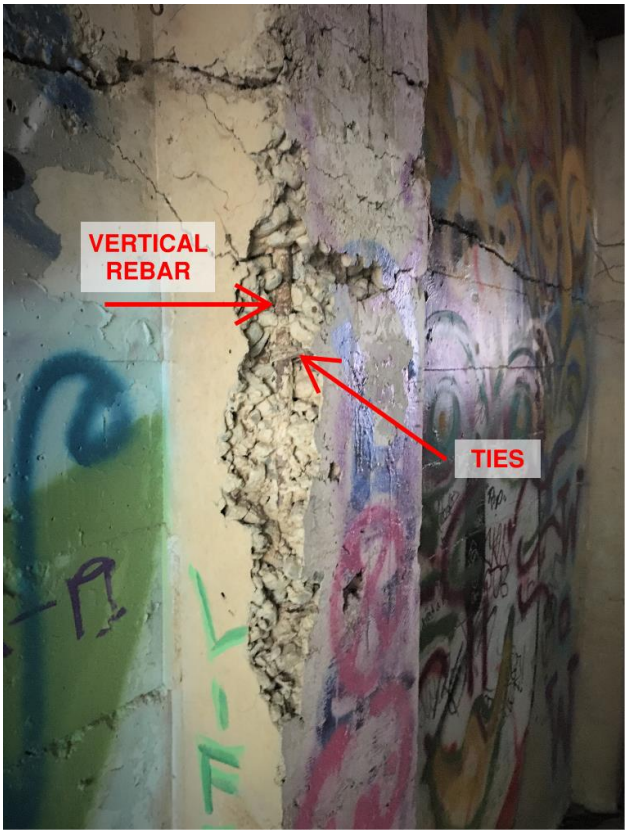


Image 16: Exposed Rebar at Pilaster

Image 17: Exposed Rebar Close-up

- A very clear and consistent horizontal crack along the backside of the wall between pilasters was observed along the full length of the wall. The crack was located at the bottom of the bridge beam haunch, at the top of the hinge in the concrete pilasters. This crack is shown in **Images 18 and 19** below.

Image 18: Left Bank Bridge Wall Horizontal Crack

Image 19: Left Bank Bridge Wall looking South

- At a few pilaster locations, it was observed that there had been previous attempts at filling the cracks by injecting them with an injection repair product. At some locations, the cracks appeared to still be filled. At most locations, the cracks appear to have re-opened indicating that the cause of the distress was not addressed by prior repair procedures. The date of the previous repairs was not known.
- **Image 20** shows a typical crack injection location where the crack remained covered by the repair product.
- **Image 21** shows a typical crack injection location where the crack had opened-up since the repair attempt, in this case by approximately 1/8". An abandoned nozzle tip from the cracking injection operation is still visible.

Image 20: Signs of Previous Crack Repair

Image 21: Failed Crack Injection

4. LEFT BANK RETAINING WALL (C)

- The Left Bank Retaining Wall is a 10” thick concrete full-height retaining wall that was observed from inside the tunnel. It is connected to the concrete slab above that spans across the tunnel to the Left Bank Bridge Wall. **Image 22** below shows the wall and tunnel from the South side of the bridge, and **Image 23 and 24** shows the wall and tunnel from the North side of the bridge.
- 15” wide by 18” tall concrete tie beams at 7’-0” on-center horizontally brace the bottom of the wall to the adjacent Left Bank Bridge Wall. These tie beams show no significant signs of deterioration.
- The wall was reviewed for signs of deflection, deterioration, and cracking. No significant signs of deterioration or cracking was observed, and the wall appears to be in relatively good shape for its age. Using a four-foot level, the wall was checked to see if it had deflected or rotated relative to being vertically plumb, as shown in **Image 25** below. The wall appeared to be close to vertically plumb.
- Foundations for this wall are unknown and could not be observed.

Image 22: Left Bank Tunnel looking North

Image 23: Left Bank Retaining Wall

Image 24: Left Bank Retaining Wall looking South

Image 25: Vertical Plumb Check

Scott Henderson, Senior Project Engineer with Martin/Martin, met with consulting engineer Michael Watkins and County of Marin DPW Assistant Director Berenice Davidson at BB2 on September 12th, 2022, to discuss the Foundation Repair work that Michael Watkins engineered in 2002 (as described in the Document Review section above).

Michael explained that the foundation repair work was completed because the horizontal cracks in the Left Bank Bridge Wall were visible at that time, and he believed the cracks were caused by the Left Bank Retaining Wall sliding towards the creek and imparting a horizontal force at the bridge slab elevation (top of the walls). The goal of the repair work was to stabilize the Left Bank Retaining Wall and stop horizontal forces from being imposed onto the Left Bank Bridge Wall.

Michael Watkins also noted that he believed the cracks in the Left Bank Bridge Wall have worsened since 2002, indicating that the excessive flexural demands on the pilasters and the flexural movement observed are continuing to occur. Michael also noted that he believed the downward vertical displacement of the Right Bank Wall, most likely caused by flood water induced scouring and undermining of the foundation, may be the cause of the flexural demands at the top of the Left Bank Bridge Wall and observed cracking. It was noted that the structural repairs recommended in Michael Watkins 2006 report were never implemented.

Scott Henderson of Martin/Martin was in general agreement with Michael Watkins opinions.

CONCLUSIONS AND RECOMMENDATIONS

The following Conclusions and Recommendations for immediate and long-term repairs and mitigation work are based on our limited visual review and the Observations presented above. Recommendations provide herein are subject to the Limitations provided at the end of this report.

1. CONCRETE DECK AND BEAMS

Conclusions

- The concrete deck, an existing 6" one-way concrete slab, appears to be in adequate condition given it's age. There were no signs of an immediate life safety hazard, or obvious need for immediate repairs.
- The concrete beams appear to be in relatively good condition given their age and use, with limited and localized exceptions where deterioration or damage has exposed rebar. The beams themselves are not cause of concern. Adequate supports for these beams, however, is discussed below.

Recommendations

1. If the BB2 structure is going to be repurposed in the future, and reused in the long-term, a structural engineer should be engaged to observe the concrete deck from the top to determine if there are any obvious signs of deterioration that were unavailable to view during our limited inspection.
2. If the BB2 structure is going to remain in use long-term, the existing beams should be evaluated in more detail. Mid-span deflection measurements should be taken to determine if there is excessive deflection potentially caused by long-term creep. Repair recommendations should be provided to mitigate the risk of rebar deterioration where rebar is currently exposed. The repair would likely involve the use of a repair mortar to protect the exposed rebar and strengthening with a fiber reinforced polymer (FRP) solution.
3. An engineer should be engaged if further landscaping or additional loading is intended to be added to the bridge in the future.

2. RIGHT BANK WALL (A)

Conclusions

- The Right Bank Wall and foundation has experienced significant cracking and concrete separation at two specific locations. Further structural evaluation would be required to determine the cause of this damage, but there are two likely possible explanations for the observed behavior:
    1. The cracks may be an indication of an in-plane flexural failure of the wall and foundation. This would create tension at the bottom of the wall (where cracks are larger) and compression at the top of the wall, matching the pattern of the cracks and damage. It's possible the excessive in-place flexural demand was caused by a failure of the foundations in the middle of the wall. It's possible that years of erosion of the creek bed has undermined and deteriorated the foundations, creating a gap in adequate and continuous vertical soil support. This scenario is considered very likely based on the visual observations made.
    2. The cracks may have been caused by a buildup of hydrostatic pressure behind the wall due to poor drainage and/or concentrated water discharge (such as drainpipes). Damage would have then been caused by water intrusion deteriorating the concrete and rebar overtime.
- The concrete retaining wall may have rotated or laterally displaced due to the lateral earth pressure and/or buildup of hydrostatic pressures acting on the soil-side of the wall. No measurements were taken to determine if the wall has rotated or laterally displaced during this limited evaluation.
- Damage on the soil-side of the concrete wall is not available to view, and it's possible that damage exists which is similar to the damage identified at the Left Bank Bridge Wall. It's therefore not possible to make a conclusion as to the structural integrity of the wall at this time.

Recommendations

1. If the BB2 structure is going to have a long-term use with public accessibility, prior to determining the extent of repairs, further structural evaluation should be performed to determine:
    A. The extent of damage along the soil-side of the wall caused by excessive flexure, similar to the Left Bank Bridge Wall.
    B. Whether the wall has experience excessive rotation or lateral displacement, which may have induced damage at the Left Bank Bridge Wall.
    C. The extent of erosion and damage to the foundations to determine if that are still adequate to support the wall for future use. This would likely require exploratory pits dug at multiple locations.
2. Repair recommendations should be made after further evaluation is completed. Repairs may include new horizontal support for the wall in the form of tiebacks or foundation replacement.

3. LEFT BANK BRIDGE WALL (B)

Conclusions

- The Left Bank Bridge wall clearly has significant localized cracking and deformation, greater than should be seen in a concrete structure that has performed adequately over its lifespan.
- The hinge formation in the concrete wall and pilasters is caused by an excessive flexural demand at the top of the pilaster. The flexural demand has caused the East face of the pilasters to experience excessive tensile strain in the concrete and rebar, causing the concrete to crack and spall, and the integrity of the concrete to deteriorate.
- Since no original drawings are available, the level of structural deficiency is unknown.
- The cracks and spalling have exposed the pilaster rebar to rust and deterioration, the extent of which is unknown and would require further study. Rebar deterioration reduces the available flexural strength in the pilasters.
- The flexure and resulting rotational deformation in the pilasters appear to be an ongoing issue that has worsened over time. This conclusion is based on the observation that previous crack repairs appear to have failed and cracks re-opened, and observations made by Michael Watkins during our September 12th, 2022 on-site meeting.
- The cause of the flexural demand in the wall has not been clearly identified, and therefore repair requirements cannot be fully determined without further structural evaluation. Possible explanations for the observed behavior include:
    1. Lateral displacement at the top of the Right Bank Wall, caused by retaining wall rotation or sliding, has induced a lateral force and displacement into the Left Bank Bridge Wall pilasters via the bridge deck and beams. The possibility of this lateral displacement at the top of the Left Bank Bridge Wall could have induced a flexural demand in the pilasters at the observed hinge location due to fixity at the bottom of the pilasters.
    2. Bending deflection of the concrete bridge beams, possibly caused by long-term creep, has induced a rotational demand at the top of the pilasters.
    3. Lateral displacement of the Left Bank Retaining Wall, due to lateral earth pressures or a buildup of hydrostatic pressure, or base of wall sliding due to erosion while the top of wall remains braced. The possibility of this lateral displacement at the bottom of the pilasters could have induced additional flexural demand at the top of the pilasters.
    4. Significant flood events which caused the water elevation to be higher on the bridge (West) side of the wall than the tunnel (East) side of the wall could have induced out-of-plane flexural reactions in the pilasters.
    5. Vertical displacement of the Right Bank Wall most likely caused by a failure of the foundation supporting materials due to the scouring effect of the creek. This vertical displacement may have induced a rotation at the top of the Left Bank Bridge Wall and induced the observed horizontal cracking.
    6. Other reasons not yet identified, or a combination of multiple issues.
- Given the damage evident in the Left Bank Bridge wall, we recommend temporary lateral bracing be installed immediately. Further investigation will be required to effectively evaluate the structural integrity of the BB2 structure and develop full recommendations for rehabilitation of the structure. Until temporary and permanent lateral stability is enhanced, there remains a possibility of failure of the structure. Items supporting this conclusion include:

1. The deflected shape of the pilasters.
2. The size of the cracks and extent of spalling and deterioration.
3. The risk of rust and deterioration of pilaster reinforcement.
4. The risk of future loading events inducing significant short-term loads, such as a firetruck on the bridge plaza, or a future flood.

Recommendations

- If the BB2 structure is going to remain in use supporting public assembly, Martin/Martin recommends immediately implementing one of two strategies to reduce the likelihood of further damage and reduce the risk of structural failure in the immediate future.

1. **Option 1 - Temporary Horizontal Shoring:** Temporary horizontal shoring columns should be installed at each pilaster (15 locations), between the East face of the pilaster and the Left Bank Retaining Wall, by a competent contractor experience with shoring installation. See **Image 26** below.

Image 26: Schematic of Temporary Horizontal Shoring (one location shown)

The shoring should be adequately fastened to the concrete at each end with concrete screws or adhesive anchors, as the shoring will see some hydraulic loading during a flooding event. The shoring could cause a safety hazard for people walking through the tunnel between the Left Bank Retaining Wall and Bridge Wall, so we recommend closing off the entrance to the tunnel with floodway compliant breakaway walls or similar means. At the upstream end of the tunnel, large debris be blocked by the shoring columns, and create an obstacle to the flow of water. Therefore, some means of directing large debris toward the middle of the creek is recommended. These elements may require further design services from a professional consultant.

2. **Option 2 – FRP Column Strengthening:** A Fiber-Reinforced Polymer (FRP) wrap should be installed on the East face of each existing concrete pilaster (15 locations). The FRP should be installed by a competent and experienced FRP installer. The FRP designer should provide the maximum amount of FRP flexural strengthening that is practical for this application. See **Image 27** below.

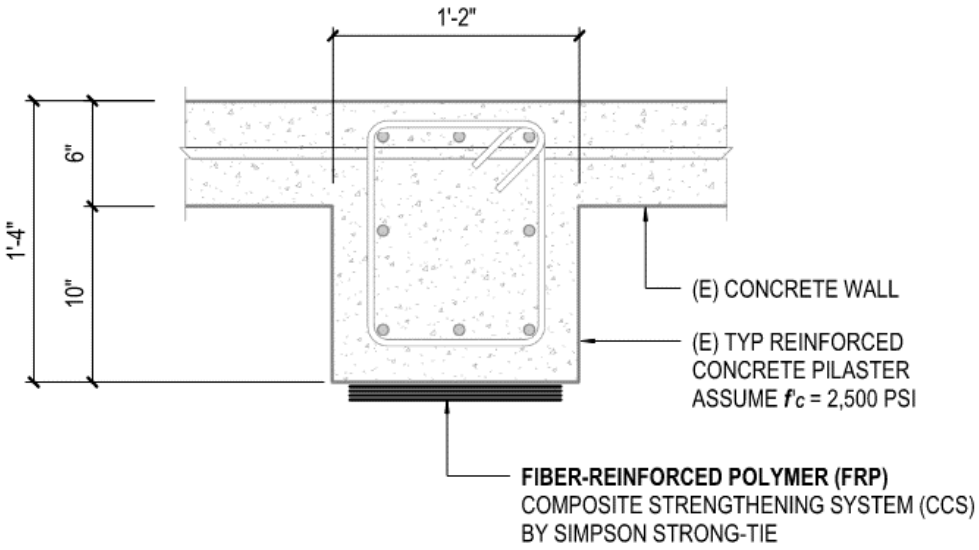


Image 27: Schematic of FRP Reinforcing at Pilasters

The FRP strengthening of the columns may not be enough to increase the flexural strength to be in compliance with current building codes. It is only intended to increase the flexural strength of the pilasters enough to reduce the likelihood of further damage and reduce the risk of structural failure in the immediate future.

- If the BB2 structure is going to remain in use for the long-term, and not demolished as part of the SAFRR project, then further evaluation is required to determine the exact cause of the observed damage and determine the appropriate repair strategies. The repairs may include a combination of:
    1. Tiebacks at the Right Bank and Left Bank retaining walls.
    2. Foundation replacement at the Right and Left Bank walls.
    3. FRP solutions for flexural strengthening of the concrete pilasters.
    4. Grout injection at cracks to protect existing rebar and reduce water intrusion.
- If monitoring of the horizontal displacement of the walls, and size of the cracks in the pilasters, is desired then monitoring equipment can be installed. Monitoring equipment may include the installation of Linear Variable Displacement Transformers (LVDTs), Tell-Tale crack monitors, or other similar technology. Site monitoring and reporting of changes and conditions of the bridge on a regular basis is recommended. If conditions changed, the bridge should be re-evaluated by Martin/Martin (or another structural engineer with competency in investigative engineering).

4. LEFT BANK RETAINING WALL (C)

Conclusions

- The Left Bank Retaining Wall appears to be performing adequately. There are no obvious signs of failure that would necessitate repairs for immediate or long-term use of the BB2 structure.
- It is possible that horizontal displacement of the wall has caused the tie beams at the base of the wall to impose a lateral force on the Left Bank Bridge Wall and pilasters. Further evaluation is required to determine if that is the case.
- Foundation repair work completed in 2002 under the direction of Michael Watkins should have greatly reduced the likelihood of a horizontal sliding displacement of the bottom of the wall.

Recommendations

- If during further evaluation it is discovered that the Left Bank Retaining Wall is continuing to impose lateral force on the Left Bank Bridge Wall, then the Left Bank Retaining Wall should be braced against sliding at the top of the wall. One solution would be to install tiebacks in the Left Bank Retaining Wall to resist the lateral earth pressures and eliminate the risk of future horizontal displacement.
- If any alterations are made to the BB2 structure, the Left Bank Retaining Wall should be evaluated by a registered structural engineer for safety and code compliance.

LIMITATIONS

Our investigation was limited solely to a visual observation of the BB2 structure as described in the Observations section above and is based on conditions that were readily observable at the time of our site visit. Existing drawings were not provided for review and no invasive testing was performed. No calculations or quantitative analysis was completed. Repair recommendations are conceptual in nature and are not intended for construction. No opinion has been provided by Martin/Martin on whether the BB2 structure is in compliance with any building code or reference document or considered “safe”. Martin/Martin, Inc. does not accept responsibility for deficiencies not evident during an observation of this type.

We appreciate this opportunity to be of service. Please contact us if you have any questions regarding this report or if you require further assistance.

Sincerely,

Scott Henderson

Scott Henderson, PE SE
Senior Project Engineer

Emily Guglielmo

Emily Guglielmo, PE SE
Principal

MGE ENGINEERING, INC.

7415 Greenhaven Drive • Suite 100 • Sacramento, CA 95831 TEL (916) 421-1000 • FAX (916) 421-1002

PROPOSAL TO MARIN COUNTY DEPARTMENT OF PUBLIC WORKS FOR STABILITY ANALYSIS AND LOAD RATING OF BUILDING BRIDGE 2 (BB2)

Dear Ms. Davidson,

MGE engineering, Inc., is pleased to submit the following proposal for analysis of Building Bridge 2 (BB2). We appreciate the importance of this investigation in the larger County Flood Control Program in Ross Valley Watershed. MGE has been involved in the San Anselmo Flood Risk Reduction (SAFRR) program, a cooperative work between the County and San Anselmo, and has firsthand knowledge of its elements. We have designed the abutments of the pedestrian bridge in the current SAFRR project and the baffle attached to it, designed to temporarily mitigate the hydraulic change that the removal of BB2 would results and to meet FEMA's requirements.

BB2 is likely 80 to 90 years old, constructed like a two-span bridge across San Anselmo Creek, having supported a low-rise commercial building in the recent decades. It has two distinct spans, the primary span (32' ±) being a deck and girder system and the shorter span (12' ±) a slab deck. The structure has three concrete wall supports, consisting of a south abutment, an intermediate pier and a north abutment. Anecdotally, the structure was originally built to support a gas station on top. The deck and girder span likely supported all manners of vehicular loads and the slab span most likely supported the gas station's workshop and office on top. The most recent building was removed in spring of 2022, after which the structure's deck surface has been serving as a temporary public gathering place until the entire structure will be removed as part of the SAFRR project.

There are no "as-built" plans available for the structure. However, simple illustrations of the structure have been developed by the SAFRR project, as well as Martin/Marin, Inc., a County consulting firm. We have reviewed the report by the latter, dated August 3, 2022, prepared based on field observations of the structure and laser measurements of the buckling pier wall. No testing or structural analysis was involved in the opinions expressed in the report. The report's recommendations are for both the long- and short-term use of the structure.

We have visited the structure and had many of the same observations as Marin/Martin, and perhaps few more:

1. The super- and substructure joints in the bridge are rigid, moment-connection types. If designed properly, this type of connection introduces redundancies that are good for the structure, enabling it to perform better under everyday loads and in seismic conditions.
2. Spalling of the south abutment concrete has exposed some of the horizontal and vertical reinforcement in the wall, showing a light, widely spaced grid of rebars. We suspect the reinforcement in both abutments and the pier wall is generally light.
3. The span arrangement, with 32' and 12' spans, is unbalanced. This causes unbalanced moments on top of the pier wall, with the larger moment being on the longer-span side. As a result, the pier wall has developed a full-length horizontal crack, as well as a network of associated cracks, at the bases of the girder end haunches. The main horizontal crack looks old and appears to be moment-induced and not caused by shear, and, consistently, on the short-span side of the pier wall. As a result, the wall has buckled, as much as 3"-4", as reported by Martin/Martin. The culprit is likely the high moment capacity of the haunched girder ends, versus the capacity of the relatively thin and lightly reinforced pier wall.
4. Two major, full-length vertical cracks and spalls exist in the face of the south abutment, likely corresponding to a differential settlement of the abutment's foundation between the cracks. There are few less alarming concrete spalls, with some exposed reinforcement in the girders and elsewhere.

5. Like most vintage structures in central Marin, the shallow foundations of the abutments and the pier wall are likely not pile-supported. However, based on our borings for the adjacent pedestrian bridge, we know the ground is capable of supporting medium to heavy loads, depending on the footing elevations.

The design flaw noted in the third observation above usually manifests itself after overload conditions, such as extra heavy vehicular loads, unexpected ambient temperature fluctuations and seismic events, causing cracks and failure in the weaker of the two connecting members, in this case the pier wall. Depending on whether the vertical rebars crossing the long horizontal crack in the pier wall have yielded, or even snapped, the connection may no longer be a rigid one, but hinge-like. As such, the load distribution in the structure has changed from the time of its design and should be investigated under the current compromised conditions.

The current primary role of the structure is to serve as a public plaza until it is removed, presumably in mid-2023. How soon or late the structure will be removed will mean differing importance levels associated with the current flaws and failures in the structure and how they should be handled. Since the structure is used by the public and carries such live loads, we believe a modest analytical assessment of its current condition is warranted.

For the assessment, additional data from the structure will be collected to create the analytical model. The loads on the structure are self-weight (or dead load); live loads (weight of people on the deck); stream pressures, buoyancy and uplift; temperature loads; soil pressure and possible hydrostatic pressure behind the abutments. An attempt will need to be made to determine the nature of the reinforcement in the concrete members using ground penetrating radar (GPR). The concrete strength itself needs to be assessed based on its age and quality. Also, based on the elevations of the footings, the ground bearing capacity will need to be estimated.

Once the condition of the structure is fully assessed, recommendations for stabilization of the structure may be necessary and will be made in our report. Depending on the duration of the utilization of the structure, the stabilization may be in the form of propping up the deck immediately on either side of the intermediate pier wall with vertical falsework-type supports to relieve the pier wall from most of its load. (Horizontal or angled bracings are not the best since they oppose the flow and collect floating debris.) We will delineate the support and list the loads in such a way that, with the details we will provide, a contractor can erect this light temporary and supplemental support in a couple of days once the materials have been delivered to the site. This mitigation work, if necessary, may be done under an emergency contract to stabilize the structure and we anticipate the usual regulatory permits may be avoided.

Our proposed analysis and recommendations consist of ten tasks, described below.

Task 1. Field Measurements and Condition Observations – MGE will measure the structural dimensions in the field, including member thicknesses, heights and lengths; as well as support skews; for preparation of a Structure General Plan (GP) and a detail sheet. The field observations will be timed concurrently with the next task, Ground Penetrating Radar (GPR) Tests, so that MGE and the GPR subconsultant, NORCAL Geophysical Consultants, can collaborate in the field. MGE will observe and document the current distress at various locations in the structure, take photos and prepare field notes.

MGE staff will also see whether the vertical rebars crossing a full-length horizontal crack near the top of the north side of the intermediate pier wall have been severed due to elongation. MGE will request the data collected and monitored from the previous instrumentation of the said crack at Pier 2 from Marin County and/or the Town of San Anselmo.

Task 2. Ground Penetrating Radar (GPR) Tests – MGE's subconsultant, NORCAL, will operate a hand-held GPR instrument to nondestructively determine the approximate layout of the rebar grid near each concrete surface, abutment thicknesses, and footing locations and depths. The elements observed for their reinforcement patterns and sizes will be primarily the two abutments, the single pier in the creek, the girders and the entire deck. Rebar sizes will be determined nondestructively based on visuals of exposed rebars at distress locations.

Task 3. Structure General Plan (GP) and Detail Plan Sheets – The GP will be a single-sheet CAD drawing showing the three primary views of the structure: Plan, Elevation and Typical Section, calling out important dimensions and features of this concrete structure. A second detail sheet, showing the two abutments and the pier wall, their dimensions, the approximate rebar patterns and the existing distress shapes and locations. The CAD plan border will be based on the County's standard format. The two plan sheets will be used for the structural and analytical modeling of the structure, mitigation and the report to be submitted to the County.

Task 4. Geotechnical Review – MGE has designed the abutments of the future Creek Park Pedestrian Bridge adjacent to this structure as part of SAFRR, to be operated by the Town of San Anselmo. Miller Pacific has performed geotechnical borings at the site and has a very good grasp of its geotechnical makeup and performance. Upon locating the approximate elevations of the footings under the structure's abutments and pier wall, and after determination of their approximate sizes, the loads on the footing can be calculated and compared with the ground bearing resistance provided by Miller Pacific for safety factor calculations.

Task 5. Structural Analysis and Load Rating – Based on the structural layout and properties, a model of the bridge-like structure will be created. The concrete strength and rebar properties will be surmised based on the vintage of the structure, which is possibly 80-90 years old, or older, and the quality of the concrete. This model will be tested for the static loads (structure dead load, flow pressure, etc.), plus any live load on the structure. The current live loading is primarily human weight on structure's deck, being utilized as a public gathering place. No vehicular loading is expected on the deck. Based on the structural properties collected from the fieldwork by MGE and NORCAL, structural member capacities will be generated and compared with the applied loads. A safety factor for each primary member, namely the deck, girders, the two abutments and the pier wall will be generated.

Task 6. Seismic Stability Opinion – The structure is longitudinally boxed in by its two abutments and its deck acts like a compression strut between the two banks of the creek bound by the abutments. The structure is almost underground and low in height, not like a tall vertical structure exposed above the ground. Transversely, it is very wide and supported on two abutments and a continuous pier, not individual columns. As old as it is, this is not a typically vulnerable structure under seismic loads. MGE will prepare a qualitative seismic evaluation of the structure and devote a discussion to its seismic condition and performance.

Task 7. Draft Report – MGE will prepare a draft report, including the Structure General Plan and the detail sheet, photos, the results of the findings, determination of any structural vulnerability and our recommendations. The latter will include any possible mitigation and an approximate cost of repairs, if any will be needed. The draft report will be submitted for review and comment by the County.

Task 8. Meetings with Marin County – MGE will schedule two meetings with the County to discuss the work, its progress and our findings during investigations and after submittal of the Draft or Final Report.

Task 9. Final Report – Based on the comments received from the County (and possibly others), the draft report will be finalized and submitted in final form.

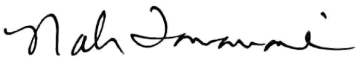
Task 10. Final Presentations – MGE will schedule one meeting for presentation to the County Public Works, the County Board of Supervisors, the public and/or other stakeholders and interested parties.

Schedule. MGE can begin the fieldwork and analysis in early September after receiving notice to proceed (NTP). We anticipate the Draft Report taking approximately three months after the NTP is issued. The Final Report will be submitted within a week after review by the County.

Consulting Fees. Please see the attached fee and its breakdown based on the above ten tasks. The total proposed fee for this project is $79,880. The work will be invoiced monthly and based on progress to date. A brief progress report will be included with each invoice.

We thank you for entrusting this important structural investigation to MGE Engineering. Please let us know if we can provide additional information regarding this proposal.

Sincerely,



Nader Tamannaie, PE
Project Manager

Attach.: MGE Consulting Fee Breakdown

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COST PROPOSAL FOR STABILITY ANALYSIS AND LOAD RATING OF BUILDING BRIDGE 2 (BB2)

Task	Prime Firm's (MGE Engineering) Hours and Fees					NorCal (Field GPR Subconsultant)	Miller Pacific (Geotechnical Subconsultant)	Total Fee
	Nader Tamannaie	Wesley Sennett	Joe Siemers	Jeff Caravalho	Total			
	PIC, PM	Sr Struc Engr	Inspection Engineer	CAD				
	320	270	270	180				
1. Field Measurements and Condition Observations	4	8	8		$5,600			$5,600
2. Ground Penetrating Radar (GPR) Tests & Results	2	4			$1,720	$3,800		$5,520
3. Structure General Plan (GP) and Single Detail Sheet	2	8		24	$7,120			$7,120
4. Geotechnical Review	2	2			$1,180		$3,000	$4,180
5. Structural Analysis and Load Rating	8	72	40	4	$33,520			$33,520
6. Seismic Stability Opinion	4	4			$2,360			$2,360
7. Draft Report	16	18	4	4	$11,780			$11,780
8. Meetings with County	8				$2,560			$2,560
9. Final Report	8	4	2		$4,180			$4,180
10. Final Presentations	8				$2,560			$2,560
Expenses					$500			$500
Total Hours	62	120	54	32	268			
Total	$19,840	$32,400	$14,580	$5,760	$73,080	$3,800	$3,000	**$79,880**

September 15, 2022

Mr. Sean Condry, Public Works and Building Director
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

Substrate, Inc
270 Crest Rd
Novato, CA 94945
T: 415.246.4920
substrateinc.com

Sunny Jhutti, PE, SE
Construction Manager
sunny@substrateinc.com

Subject: Structural Assessment and Peer Review of Building Bridge #2 – 632-636 San Anselmo Avenue, San Anselmo, CA 94960

Dear Mr. Condry:

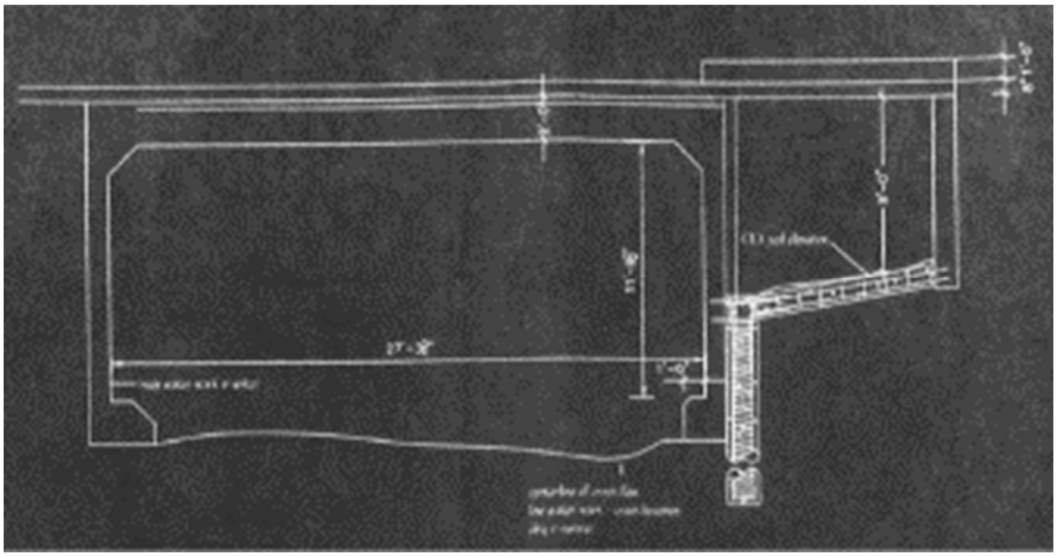
On September 9, 2022, Sunny Jhutti, SE, of Substrate, Inc performed a site visit of Building Bridge #2 on 632-636 San Anselmo Avenue, in San Anselmo, California. A subsequent site visit was performed on September 10th, 2022.

Building Bridge #2

These site visits and observations were part of a Structural Assessment and Peer Review performed on behalf of the City of San Anselmo and to review the structural adequacy of the existing structure in its current state and as a Peer Review of the Structural Foundation Repair Plans by Ballard and Watkins, which addressed the repair of the foundation of this bridge in August 2001, with revisions approved in October 2022. The actual repair work was performed in 2003.

DESCRIPTION OF PROJECT

The project is a “building bridge” that was likely constructed post war (circa 1945-1950) as evidenced by the board-formed concrete and round rebar discovered on site. The bridge type is a single span T-girder slab bridge sitting atop concrete pilasters and shallow spread foundations that spans (27’3”) over San Anselmo Creek. The pilasters have in-fill walls that help with transverse shear capacity of the structure.



Building Bridge #2 – Plans by Ballard and Watkins

Originally the site of a gas station building that was built atop the bridge, the gas station was removed in the 1960’s or 1970’s and the area was closed to vehicular traffic and has served as a park and pedestrian pathway ever since.

The bridge was designed for the dead load of the building plus an H12 or H20-44 Live Load, none of which the structure sees today as the building has been removed and the only Live Loading is a Pedestrian Live Load of 100 PSF.

Site Location

Serves as a park today

SITE GEOLOGY

The regional bedrock geology consists of complexly folded, faulted, sheared, and altered sedimentary, igneous, and metamorphic rock of the Jurassic-Cretaceous age (65-190 million years ago) Franciscan Complex (MPEG 2020). Regional geologic mapping by the USGS indicates the site consists of alluvial deposits (MPEG 2020). Alluvial deposits are composed of loose to soft and friable sand, gravel, and clay. Franciscan Complex bedrock is mapped beneath the alluvium. Based on my site visit there were shallow outcroppings of bedrock were observed and noted for this report.

SEISMICITY OF REGION

The building site is in a zone of known seismicity. The San Andreas Fault located approximately 8 miles from the site is an 8.0 Maximum Credible Earthquake (MCE) fault and the Rodgers Creek/North Hayward Fault, a 7.0 MCE Fault, is around 15 miles away.

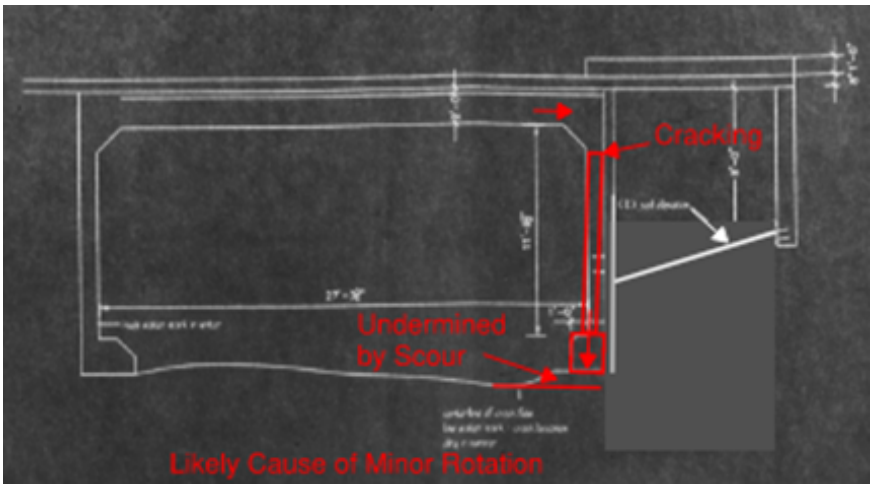
A quick seismic analysis indicates that the short and long period seismic acceleration at this site is Ss = 1.60 g and S1 = 0.60 g, which is a typical mid-range earthquake force for the Bay Area. Therefore, this structure does not pose any higher seismic risk activity than what is typical for the Bay Area and is located far enough away from existing identified fault zones to have no anticipated source impacts from unforeseen earthquake activity.

OBSERVATIONS AND FINDINGS

Based on the structural observations conducted on the September 9th and 10th, the bridge historically underwent significant scour events that caused the footings on the Northeast Abutment to be scoured and undermined. This could have occurred over an extended period of successive floods or a single event that impacted the bridge but were not documented as part of this Assessment. There is evidence of some settlement behind the Southeast Abutment on the sidewalk of San Anselmo Avenue.

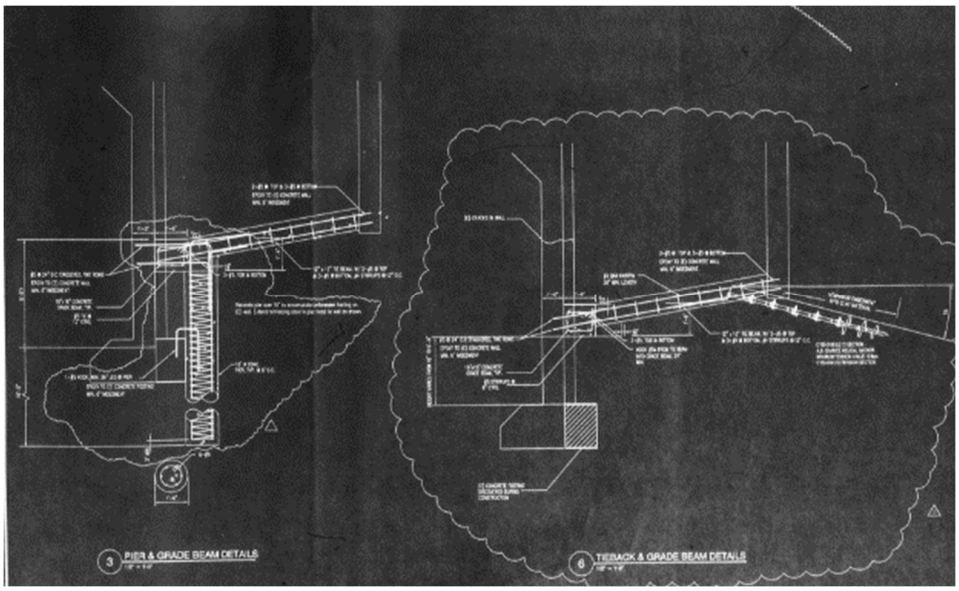
Minor Settlement of Sidewalk over Southeastern Abutment

What is observed and deduced in this report is that the Northeast Abutment appears to have rotated and the structure has slightly racked laterally to the Northeast. Because the bridge was previously locked from movement and had substantial reinforcement in the pilasters (6-#6 Bars) and knee braces, the structure did not collapse; it appears to have simply rotated to a new point of equilibrium. It should be prudent to note that the columns did not undergo full plastic hinging as the reinforcement does not appear to have lost section and confinement reinforcement is still intact. It appears that only the cover has cracked and spalled.



Scour event that caused minor rotation

The racking did, however, cause tension on the back side of the knee brace/pilaster and caused some cracking. The repair strategy used by Ballard and Watkins revolved around the idea of underpinning the footings with doweled-in piers extending into stiff clay or bedrock at 8'0" o.c. In addition, a continuous grade beam with helical piers was used to help restrain the Pilasters from future racking. This also serves be restraining the columns and footings from kicking out towards the creek.



Underpinning and Tiebeams with Helical Piers Repair by Ballard and Watkins

In my professional opinion, based on over 25 years of Engineering practice, this repair strategy has proven effective in stabilizing the structure as it has maintained its integrity for almost 20 years since repairs were completed.

Based on the condition of the structure observed on the September 9th and 10th site visit, the structure does not indicate any significant new cracking or distress. Crack monitors were witnessed on site and appear to have been placed on the structure to determine if new movement has occurred. In my professional observation, I did not identify any movement of the crack monitoring devices and can state at the time of my site visits the structure did not appear to be moving. All movement appeared to have occurred some time ago.

Also noted in my site visits, it is evident that the columns/pilasters have cracked as a result of the scour event(s). This is partial plastic hinging as the columns deflected a few degrees out of plumb. However, reduced structural capacity does appear to have taken place and the structure is sufficient to support applied gravity loads (DL+LL) Fortunately, this cracking does not show signs of severe effect into the core of the column. This suggests there is sufficient capacity to support the nominal pedestrian loading that it currently undergoes.

Cracking due to tension on the back face of the Pilasters/Columns

Other observations include cracks that appear to be at least 10 years in age based on no evidence of freshness. In addition, there appears to be no evidence of significant corrosion cracks and no splitting

or expanding of the concrete. This means that although some corrosion has occurred, it is not significant enough to condemn the structure. Although exposed cracks are not desirable, these observed existing cracks appear to have been there for a long time and have not significantly impacted the structural integrity of this bridge.

On September 10th, the cracks and various areas were “sounded” with a hammer and no areas of hollowness or unsound concrete was determined, except at the areas where concrete segregation was pre-existing. The few locations of segregated concrete that were observed were original to the structure and were most likely the result of poor concrete vibration during construction.

What strengthens my assessment that the structural still has substantial capacity against collapse is the inside face of the Northeastern pilaster/knee braces appear to be in excellent condition with virtually no evidence of cracking.

Inside face of structure is near original condition and structurally sound.

Moreover, since the bridge is braced against lateral movement with soil and tie beams with helical piers and underpinned with drilled piers, the probability for a catastrophic failure is low based on known conditions.

The bridge deck and girders appear to be in good condition.

There is a crack identified in the West Abutment wall that has occurred as a result of a waterline failure at some time in the past, and that was repaired with continuity straps and angle iron. There did not appear to be new movement at that location. This location corresponds to the cracked sidewalk, which remains consistent with waterline failure that occurred sometime in the past.

All this evidence suggests that the structure has been stable in its current condition for approximately 15-20 years and there is no evidence to suggest that any considerable damage has occurred recently.

RECOMMENDATIONS

SHORT TERM (0-5 Years)

Based on a comprehensive review of the engineering plans and performing two site visits, it is my professional opinion as a California Licensed Structural Engineer that the structure does not appear to be in a condition of imminent danger or hazard. Based on the fact that a lot of the former building dead load was removed, and it does not see a H20-44 Truck Loading, the structure is safe for the existing pedestrian use. The structure is currently supporting a pedestrian live load, and since the previous repair has stabilized the structure, I can recommend it remain fully functional as there no inherent danger of collapse or a force majeure event.

That being said, there are some minor repairs that are recommended to be performed over the next year or so:

Repair concrete spalls at the knee braces using the following procedure as I have determined 2 types of

concrete issues in the pilasters:

1) **Type 1 (Surficial Defects)** that are 0.25 to 2” cracks and honeycombing in the cover.

Type 1 Defect

2) **Type 2 (Minor Defects)** that are 1.5 to 3” cracks and honeycombing in the cover and minor entry into the core area.

Type 2 Defect

- **Type 1 Repairs**: it is acceptable to use Caltrans Category 1 Repair Product SikaTop123 Plus. Please ensure manufacturer’s recommendations are followed.

- **For Type 2 Repairs**: after performing unsound concrete test and chipping out (hand tools only) unsound concrete, it is acceptable to use Caltrans Category 1 Repair Product SikaTop123 Plus. Please ensure manufacturer’s recommendations are followed. Do not remove concrete past the

core of the pilaster as that will weaken the structure. This repair is only required at a few locations on the East Abutment.

If during chipping operations damage to the core of the pilaster is caused, it is recommended to create a 2" air gap around the rebar by chipping the unsound material. A min 4,000 psi mix design of PCC concrete (peagravel blend) shall be used with after first applying a concrete glue. It is recommended to remove the formwork after the pour to perform a wet "strikeoff" finish once the concrete is set.

In addition to these repairs of the column/pilasters, it is recommended to fill in the cracks in the concrete infill walls with Epoxy Resin to seal the cracks and prevent a path for future corrosion. SikaTop 123 Plus, Simpson SET-XP or equivalent may be used.

Finally, paint all repaired areas with Xypex Concentrate Skim Coat per manufacturer's recommendations.

Estimated cost of repair: $10,000 - $15,000

In addition to these minor repairs, an annual inspection and crack monitoring program is recommended post-storm season to continue to evaluate any potential movement, new cracks, or new scour. A licensed professional engineer shall perform this inspection and prepare a report.

LONG TERM (6-40 Years)

The potential for long-term effects could grow with successive flood events, seismic activity, and increased P-delta on the column/pilasters which will gradually reduce the service life of the structure. Therefore, if this structure is intended to be kept long term, it is recommended a repair strategy using FRP shall be employed.

If this structure is required to be preserved long term (leaving Hydraulic factors aside), it is my professional recommendation that strengthening the pilasters/knee braces by wrapping them with Fiber Reinforced Polymer (FRP) to increase their stiffness, eliminate the effects of P-delta and stop any path for corrosion be implemented. If FRP is performed on the damaged pilasters, the service life of the structure could be increased by up to 40 years. The FRP work should be perform in conjunction with locking the superstructure from racking using steel or timber braces.

Example FRP beam/column repair at 526 San Anselmo Ave

Another concept for your consideration would be to add structural steel braces to the rotated location of the pilaster which would be bolted to both the pilaster and the tie-beam.

HSS Brace to Restrain Knee-Brace and prevent racking

In addition, a more long-term repair of the area on the Southwest Abutment damaged by the waterline burst should be implemented. Considering that this repair would add approximately 35 years of life to this structure, it should be something worth considering.

Estimated cost of repair: $150,000 - $300,000

LIMITATIONS

The following recommendations have been made based solely on visual inspection of the existing field conditions on September 9, 2022, and September 10, 2022, and the approved structural plans by Ballard and Watkins dated August 2001. All photos were taken on Sept 9 and 10th, 2022 by S. Jhutti. Third party readers of this report do so at their own risk and should engage their own experts.

The client has agreed to limit the liability of Sunny Jhutti, SE and Substrate, Inc to the amount of $10,000 or the fee whichever is smaller, for any and all matter arising from these visual examination and report. No destructive testing was performed. No calculations were performed. Substrate, Inc did not have historical records or inspection reports of this bridge at the time of this report. Cost Estimates are ballpark in nature, the City shall obtain in independent cost estimate for work performed in the Recommendation Section. Sunny Jhutti, SE and Substrate, Inc shall assume no liability for other parties who use this report without expressed written consent of the undersigned.

If you have any questions, please give me a call at 415.246.4920. Thank you.

Sincerely,

Sunny Jhutti, S.E. 5238
Principal

BALLARD & WATKINS
CONSTRUCTION SERVICES

ENGINEERING OBSERVATION REPORT

San Anselmo Avenue Deck Structure
APN: 006-102-28

San Anselmo Avenue
San Anselmo, CA 94960

performed by Michael G. Watkins, PE
September 12, 2022

9 Irving Drive San Anselmo, CA 94960 415-515-9433 mgwatkins@aol.com

ENGINEERING OBSERVATION REPORT

Date: September 12, 2022

To: Berenice Davidson
cc: Scott Henderson

From: Michael Watkins, P.E. Principal, Ballard & Watkins

Property: San Anselmo Deck Structure
APN: 006-102-28
San Anselmo Avenue
San Anselmo, CA 94960

Subject: Engineer`s Review of the Damaged Concrete Deck Structure

Ballard and Watkins was contacted by Scott Henderson, of Martin/Martin Consulting Engineers in regards to projects which were done at the property located at the subject Assessor`s Parcel Number. We designed and coordinated two repair projects for the concrete structure located on the subject property while working for the property owner, Jeffrey Koblick, during the early 2000s. Mr. Henderson requested that our Principal Engineer, Michael Watkins, attend a site visit on Monday, September 12, 2022 to discuss the previous projects, and the current status of the structure.

When Engineer Watkins arrived at the location, he was please to encounter not only Mr. Henderson, but also Berenice Davidson, Hamid Shamsapour, and another gentleman whose name I did not record from the County of Marin. It appears that the County of Marin has significant concerns about the structural stability of the concrete deck structure at this location, and wanted to enlist Ballard and Watkins` opinion due to our previous experience with the structure.

OBSERVATIONS

An examination of the structure and a discussion occurred of the work which was done on the previous two projects, performed in the early 2000s. An examination of the current condition of the structure at the narrow channel revealed that substantial horizontal cracking of the center wall had occurred since the previous repair projects were completed. The previous cracks which were repaired by epoxy injection have appeared to have re-cracked, and were substantially wider than those observed during the previous repair. New cracks had occurred at the entire length of the wall at a location just under the corbels of the beams which span between beneath deck across the large channel. The wall appeared to be bowing for a substantial portion of it`s length.

The current condition of these walls has degraded substantially since the repairs were performed in the early 2000s. It is the opinion of this engineer that the wall closest to San Anselmo Avenue has settled, resulting in rotation of the entire structure around the location where the center wall encounters the corbels from the deck beams. The repair made at the narrow channel appears to be preventing that structure from settling and the rotation is resulting in the concrete cracking at the location observed.

DISCUSSION

The structural condition of center wall and wall closest to San Anselmo Avenue show significant degradation since the original repairs were made almost 20 years ago. The signification settlement and cracks in the walls demand that some repair be executed. The cracking of the center wall, and the bowing of the center wall are quite obvious and it is clear that the reinforcing steel within that wall is being stressed. Of concern is how much stress has been placed on that reinforcing steel, and how close it is to the yield point. The fact that this reinforcing steel is periodically subjected to wetting and drying during the winter months almost assures that there is some rusting of these bars occurring. Should this steel yield, it is possible that the joint where the crack is visible at the center wall will unzip like a zipper as the reinforcing steel is stressed beyond its yield point and the load is transferred to the adjacent bars. This could lead to a catastrophic failure in this structure.

This discussion focuses on the effects of gravity loads on this structure, and has not yet introduced concerns of lateral loads which might be introduced during an earthquake. The degradation of this structure surely has resulted in the reduction of the ability to survive an earthquake.

RECOMMEDATIONS

I recommend that the structure have repairs implemented as soon as possible to avoid the potential of further stress being placed on the center wall. The repairs would required that the wall closest to San Anselmo Avenue be underpinned with either concrete piers or helical piers with support brackets, The large vertical cracks need to be stitched across with reinforcing steel epoxied into the concrete walls, and filled with nonshrink epoxy grout, and carbon fiber bridging placed on the surface across the location of the crack repairs.

The center wall should have the cracks filled with epoxy grout, or epoxy injection, depending on the width, and the wall should be surfaced on the side closest to the narrow channel with a carbon fiber reinforcing layer in each direction.

Contrary to the rapid completion of this work, I recommend that the structure be declared unsafe and all activity on the structure terminated. If an earthquake occurs when a large activity is in progress on the deck, a structural collapse could occur which would result in many serious injuries.

If you have any questions, please do not hesitate to contact me on my cell phone at (415) 515-9433, or via email at mgwatkins@aol.com.

9 Irving Drive San Anselmo, CA 94960 415-515-9433 mgwatkins@aol.com

MGE ENGINEERING, INC.

7415 Greenhaven Drive • Suite 100 • Sacramento, CA 95831 *TEL (916) 421-1000 • FAX (916) 421-1002*

Technical Memo

From: Nader Tamannaie, PE, MGE Engineering

To: Rosemarie Gaglione, Marin County Public Works
Berenice Davidson, Marin County Public Works
Hamid Shamsapour, PE, Marin County Public Works
Farhad Farazmand, Marin County Public Work

Copied: Robert Sennett, SE, PE, MGE Engineering
Wesley Sennett, PE, SE, MGE Engineering

Subject: BB2 Second Site Visit

Date: September 9, 2022

The group visited the site again on September 8, 2022. From the County, Berenice, Hamid, Farhad and Maria attended. Greg from Ghilotti Construction was there. From SLMO, Sean, Scott and Erica attended. Eric from MPEG, and Wes and I from MGE were there.

2002 Repair Design Plans Observations

- The reason for the repairs is stated on the plans as loss of soil at the toe of the Pier 2 footing and subsequent loss of resistance to sliding resulting from soil pressure behind the pier wall. In simpler terms, this means the soil pressure was kicking the bottom of the pier wall out, making the wall crack because of the outward swinging of its base.
- Seven 12”x18”± (not 12x12, as shown on the plans) tie-beams run between the base of Abut 3 and the near mid-height of Pier 2’s back along the east half of the structure. They connect to a continuous 18”X18” grade beam poured against the lower part of Pier 2.
- They used helical anchors, presumably at the abutment ends of the tie-beams, to neutralize the soil pressure behind the abutment.
- A pile is presumed to be under each Pier 2 end of the tie-beam, as shown on the repair plans. Some of its rebar meshes with tie-beam rebars, which in turn mesh with grade beam rebars, all in close proximity. The grade beam/tie-beam/piles junction is dowel-connected to the back of Pier 2.
- The purpose of using the 18”-diameter piles near the pier end of each tie-beam was probably to create a drag through the soil for the pier wall that’s connected to them so the wall does not kick out from its base. The piles may also support the pier vertically.

Important Field Observations

- We verified seven tie-beams had been placed per the 2002 repair plans. The underside of two tie-beams (first and 6th from the east edge) were excavated slightly to verify the existence of a pile at the expected spot, but no pile was seen. Overall, seven piles are supposed to exist.
- Existence of helical anchor could not be verified. Seven are supposed to be there.
- We observed another generation of repairs at the site, clearly from a time other than 2002, having added seven other tie-beams from the bottom of Abut 3 to Pier 2 in the west half of the structure. No plans are

available for these repairs. Some of these tie-beams are above the soil grade and no pile was seen under them and there is no grade beam to spread their force to the pier.

- In the above half of the structure, a one-foot-wide concrete strip has been added to the toe of the Pier 2 footing under the main span. It's not obvious how deep the footing toe augmentation is dug into the soil.
- The horizontal crack in the back of the wall is nearly continuous to the west edge of the structure. In general, the crack is wide in the discrete 18"x18" pier wall "pilasters" that are connected together with 12"-wide web walls. The cracks run continuously along the web walls as well and are relatively wide.

MGE's Conclusions

The presence of the two sheets of plans and discovery of the second set of repairs in the field have added to our better understanding of the history of the structure and the modifications made to it. These modifications may have been effective arresting the distress. Over the past year, when the wall has been closely monitored by the Town, it has been observed that the cracks have not increased in width, and, subsequently, the wall has not experienced additional lateral displacement. We do not have the history of the above two indicators of structural distress from the time before the repairs were done to last year, when the monitoring began.

Based on our observations and the configuration of the structure, as well as the two sets of repairs implemented, we do not believe that this structure would fail abruptly and catastrophically due to additional movement of the Pier 2 footing. Given this, it may not be necessary to pursue partial or full removal of the structure. However, review of repair plans and structure condition inspection are not sufficient to conclude whether the structure is safe for public use. Additional analysis and non-destructive investigations would need to be performed to assess the safety and load capacity of the structure.

Based on the above conclusions, we recommend the following additional measures be implemented to ensure the safety of the public using this facility:

1. Continue the monitoring of the crack at Pier 2. Measure and record the crack size at specific locations every 2-4 weeks and immediately after rain events. If evidence of increased cracking is observed, public use of the structure should be prohibited until the conditions can be investigated and evaluated.
2. Limit the public use of the structure. Large public events or gatherings on the deck should not be allowed.

COUNTY OF MARIN

DEPARTMENT OF PUBLIC WORKS

Quality, Excellence, Innovation

Raul M. Rojas
DIRECTOR

Administration
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415 473 3799 F
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www.marincounty.org/pw

Accounting

Airport

Building Maintenance

Capital Projects

Certified Unified Program Agency (CUPA)

Communications Maintenance

County Garage

Disability Access

Engineering & Survey

Flood Control & Water Resources

Land Development

Purchasing

Real Estate

Reprographic Services

Road Maintenance

Stormwater Program

Transportation & Traffic Operations

Waste Management

June 9, 2020

APPROVED
JUN 09 2020
Marin County
Flood Control & Water Conservation District
Board of Supervisors

Board of Supervisors
Marin County Flood Control and Water Conservation District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Lease Agreement between the District and the Town of San Anselmo (Town) for District-owned lands, commonly referred to as 632-636 San Anselmo Avenue, along San Anselmo Creek (APN: 006-102-28).

Dear Board Members:

RECOMMENDATION: Approve and authorize the President to execute the Lease Agreement between the District and the Town of San Anselmo.

SUMMARY: On November 13, 2018 your Board approved and authorized the President to execute a Purchase and Sale Agreement for the acquisition of the referenced property, formerly a commercial retail building that was constructed atop a concrete deck over and within San Anselmo creek. The concrete deck and foundation that the buildings formerly rested upon have been identified as a primary contributor to flooding in the town of San Anselmo. This commercial property was purchased with the intent of restoring San Anselmo Creek in this location to reduce flood risk. The Town completed demolition of the buildings atop the concrete deck last month during the public health order. Construction in the creek and stabilization of the creek bank slopes is planned for June 2021. Until then, the Town desires to enter into a Lease Agreement with the District to allow for use of a portion of the Property as a public park space. The term of the agreement is month-to-month until such time that the Parties begin construction of the San Anselmo Flood Risk Reduction Project in 2021. Rent payments in the amount of $1.00 will be made monthly. District staff recommends approval of the enclosed Lease. County Counsel has reviewed and approved the Lease as to form.

FISCAL IMPACT: A nominal amount of lease payment revenue will be received in the Flood Control Zone 9 Fund (23781-6219011000). There are no additional impacts by this action.

REVIEWED BY:	[ ]	Department of Finance	[X]	N/A
	[X]	County Counsel	[ ]	N/A
	[ ]	Human Resources	[X]	N/A

Respectfully submitted,

Eric K. Lueder
Chief Real Property Agent
Real Estate Division

Enclosures

LEASE AGREEMENT

THIS LEASE is entered into this 9th day of June 2020, by and between **MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,** a political subdivision of the State of California, hereinafter called "District" and **TOWN OF SAN ANSELMO**, hereinafter called "Town".

W I T N E S S E T H

WHEREAS, District is the owner of certain real property frequently referred to as 632-636 San Anselmo Avenue, San Anselmo, County of Marin, State of California, and commonly referred to as Assessor Parcel No. 006-102-28, hereinafter called "the Property"; and

WHEREAS, District acquired the Property which abuts San Anselmo Creek with the intent to construct the proposed flood control project known as the San Anselmo Flood Risk Reduction Project, hereinafter referred to as "the Project"; and

WHEREAS, District and Town, collectively referred to as "the PARTIES", desire to enter into an agreement to allow the Town to use a portion of the Property as a public viewing deck until such time Project construction can commence; and

WHEREAS, the PARTIES agree that there is a public benefit to allow for the use and management of said Property through a Lease Agreement between the PARTIES; and

WHEREAS, the PARTIES also entered into a Cooperative Agreement that identifies the roles and responsibilities related to construction of the Project slated to begin in 2021.

NOW, THEREFORE, District, for and in consideration of the rents, covenants and promises contained herein, does hereby lease unto Town and Town hereby rents from District the Property.

This Lease is made upon the following terms, covenants and conditions to which the PARTIES hereby agree.

1. ADMINISTRATION

This Lease shall be administered on behalf of District by the Chief, Real Estate Division, Department of Public Works, whose mailing address is:

Marin County Department of Public Works
Real Estate Division
Attn: Eric Lueder
P.O. Box 4186
San Rafael, CA 94913

and on behalf of Town by:

Town of San Anselmo
Department of Public Works
Attn: Sean Condry
525 San Anselmo Avenue
San Anselmo, CA 94960

Any notice or notices provided by this Lease or required by law to be given or served upon District or Town, may be given or served by depositing the same in the United States Mail, postage prepaid, addressed as set out in this section.

2. DESCRIPTION OF PROPERTY.

The Property herein leased is more particularly described as a portion of that real property commonly referred to as 632-636 San Anselmo Avenue, San Anselmo also known as Assessor's Parcel No. 006-102-28, and more specifically identified as the "Pedestrian Area" as shown on Exhibit "A", attached hereto and by reference made a part hereof.

3. TERM, TERMINATION.

The term of this Lease shall be month-to-month commencing on the date this Lease is entered into and terminating upon thirty (30) days' notice provided by either Party. Either Party may terminate this Lease by notifying the other Party in writing at least thirty (30) days prior to the end of any such month that the Party elects to terminate the Lease. Town acknowledges that this tenancy is temporary because District has acquired the Property for flood control purposes.

4. RENT

Town shall pay to District monthly rent in the amount of ONE DOLLAR ($1.00) for the Property. Rent payments shall be made payable to **Marin County Flood Control and Water Conservation District** and sent to:

Department of Public Works
Real Estate Division
P.O. Box 4186
San Rafael, CA 94913
Reference: BB2 Viewing Deck

5. USE

The Property shall be used predominantly for flood control and Project purposes. District agrees to lease the Property to Town specifically for public pedestrian use as a public viewing deck as more fully set forth in Paragraph 6 below and for property management related purposes which shall include day-to-day incidental maintenance, temporary improvements, and nuisance abatement (if necessary), subject to the limitations described herein.

Town agrees there shall be no unreasonable interference with District's use of the Property by any work herein authorized. Town agrees to comply with all applicable laws and regulations when using Property for said purposes. Any other uses by the Town not specifically granted herein shall be requested by written notice to District. No other uses will be allowed under this Lease.

6. SPECIAL CONDITIONS

District and Town further agree to the following special conditions:

(a) The viewing deck shall have a maximum capacity of 250 persons at any given time.

(b) The Property shall be visually inspected by Town monthly to ensure the support structure is not overburdened.

(c) Town may make temporary improvements to the Property with written consent by District.

(d) Specifics provisions for Project construction, demolition and maintenance are further outlined in the attached Cooperative Agreement between the Parties, attached and herein referenced as Exhibit "B".

(e) That Town shall not interfere with District's use of Property to construct and maintain the Project and San Anselmo Creek.

7. MAINTENANCE OF PROPERTY

Town shall furnish at its sole expense all maintenance, trash removal, nuisance abatement (if necessary), and vandalism repair services which may be required by its use of the Property. Such services shall be provided at the level necessary to maintain the Property in a clean and orderly condition.

8. INSURANCE

Town, at Town's own cost and expense, shall maintain commercial general liability insurance, with coverage in an amount not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage on an "occurrence" basis for the benefit of the Town as named insured and the County of Marin and Marin Flood Control and Water Conservation District, its officers, elected and appointed officials, agents, boards, commissions, and employees as additional insureds against claims for bodily injury, death, personal injury and property damage liability in connection with the any negligent acts or omissions of the Town related to the Town's use of the Property.

Town, at Town's own cost and expense, shall maintain auto liability insurance for owned vehicles, with coverage in an amount not less than $1,000,000 per occurrence for bodily injury and property damage.

Town, at Town's own cost and expense, shall maintain workers' compensation insurance for its employees as required by the State of California and Employer's Liability insurance in an amount not less than $1,000,000 per occurrence.

Town, at Town's own cost and expense, shall maintain real property insurance for the replacement cost value of the Property with the County of Marin and Marin Flood Control and Water Conservation District, its officers, elected and appointed officials, agents, boards, commissions, and employees named as the Loss Payee for such policy.

The Town may satisfy all of the insurance obligations contained in this section by providing self-insurance equivalents for the coverage requirements. The District shall receive thirty (30) days written notice from the insurer prior to any cancellation of coverage or diminution of limits except ten (10) days notice of cancellation for nonpayment of premium.

On or before the commencement date of this Lease, Town shall furnish District with a certificate evidencing the aforesaid insurance coverages and renewal policies or certificates shall be furnished to the District at least thirty (30) days prior to the expiration date of each policy.

9. WAIVER OF SUBROGATION RIGHTS

District and Town hereby grant to each other, on behalf of an insurer providing insurance other than workers compensation, both primary, self-insurance or excess insurance of District with respect to the Property, a waiver of any right of Subrogation, which an insurer of one party may acquire against the other by virtue of payment of any loss under such insurance except coverage as it may relate to benefits payable under District's workers' compensation program.

10. ALTERATIONS AND IMPROVEMENTS

No Town improvements or alterations permanently affecting the Property shall be made without District's prior written approval. Town shall submit plans of any proposed improvements or alteration to District for review and possible approval. In no event shall any permanent improvements or alterations be made or approved that in any way interfere with the District's use of the Property.

11. DAMAGE TO THE IMPROVEMENTS

It is agreed that while using, maintaining and/or improving the Property or adjoining lands (San Anselmo Creek), District shall take reasonable care to not damage any existing temporary improvements. It is further agreed that the District shall not be held responsible for any damages to the Property caused by members of the public, whether said damages occur through negligent or intentional acts of the public.

12. COVENANT FOR MECHANIC'S LIENS

Town will save District free and harmless, and indemnify it against any and all claims for labor and materials in connection with any improvements, repairs, or alterations to the Property made by Town and also the cost of defending against any and all such claims including reasonable attorneys' fees and court costs.

13. WASTE, QUIET CONDUCT

Town shall not dispose of, or store, any waste, including but not limited to hazardous waste, upon said Property, nor commit, or suffer to be committed any nuisance, or other act or thing which may disturb the quiet enjoyment of others. Likewise, Town, by paying said rent and performing the conditions and agreements under this Lease, shall and may at all times during the said term peaceably and quietly have, hold and enjoy the Property according to the terms and conditions set forth in this Lease.

14. ABANDONMENT OF PROPERTY

Town shall not vacate or abandon the Property at any time during the term.

15. ACCEPTANCE OF PROPERTY AS IS. SURRENDER AT END OF TERM

By entry hereunder, Town accepts the Property as being in good and sanitary order, condition and repair and agrees on the last day of said term, or upon sooner termination of this Lease, to surrender unto District said Property in the same condition as when received, reasonable use and wear thereof, Act of God or by the elements excepted.

16. DISTRICT TO BE HELD HARMLESS

This Lease is made on the express condition that District shall be free from all liability or loss by reason of injury to any person or property, from whatever cause, while on the Property, or in any way connected with the Property or with the improvements or personal property therein or thereon, including any liability for injury to the person or property of Town, its agents, officers, employees or invitees, during the term of this Lease. Town hereby covenants and agrees to, and shall, indemnify and defend District and save District harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses however occurring.

17. CONDEMNATION

If all or any part of the Property shall be taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party hereto shall have the right at its option exercisable within thirty (30) days of receipt of notice of such taking to terminate this Lease as of the date possession is taken by the condemning authority, provided, however, that before Town may terminate this lease by reason of taking or appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede, or impair Town's use of the Property. If any part of the Property shall be so taken or appropriated, District shall have the right at its option to terminate this Lease. No award for any or entire taking shall be apportioned, and Town hereby assigns to District any award which may be made in such taking or condemnation, together with any and all rights of Town now or hereafter arising in or to the same or any part thereof. In the event of a partial taking, which does not result in a termination of this Lease, rent shall be abated in the proportion which the part of the Property so made unusable bears to the rented area of the Property immediately prior to the taking. No temporary taking of the Property and/or of Town's rights therein or under this Lease shall terminate this Lease or give Town any right to any abatement of rent thereunder; any award made to Town by reason of any such temporary taking shall belong entirely to Town and District shall not be entitled to

share therein.

18. ENTRY BY DISTRICT

Town shall permit District and its agents to enter onto and upon said Property at all times for the purpose of inspecting the same and maintaining District's property.

19. ASSIGNMENT OR SUBLETTING

No assignment or sublet of the Property shall be permitted.

20. CONTINUATION OF LEASE AFTER BREACH

Should Town breach this Lease, the lease will continue in effect so long as District does not terminate Town's right to possession at District's option. District may enforce all its rights and remedies under this Lease including the right to recover rent as it becomes due hereunder.

21. DEFAULT

In the event that District or Town shall default in the performance of any term or condition of this Lease and shall fail to cure such default within 30 days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice (per Clause 1, Administration) of such termination.

22. WAIVER

The waiver by District of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance of rent hereunder by District shall not be deemed to be a waiver of any preceding breach by Town of any term, covenant, or condition of this Lease, other than the failure of Town to pay the particular rental so accepted, regardless of District's knowledge of such preceding breach at the time of acceptance of such rent.

23. HOLDING OVER

There shall be no holding over without the express written consent of District. Any holding over so granted after the term of this Lease shall be construed to be a

tenancy from month-to-month, subject to the terms of this Lease so far as applicable, except the rent shall be increased to market rate, as established by District staff, and paid monthly.

24. DISTRICT' S LIABILITY

The term "District" as used herein shall mean only the owner or owners of the fee title, at the time in question, and in the event of any transfer of such title, District herein named (and in case of any subsequent transfers, the then grantor) shall be relieved from and after the date of such transfer of all liability as respects District's obligations thereafter to be performed. The obligations contained in this Lease to be performed by District shall, subject as aforesaid, be binding on District's successors and assigns only during their respective periods of ownership.

25. INUREMENT

The terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

26. ORDINANCES AND STATUTES

District and Town further agree to comply with the following:

Town shall comply with the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the Property, and shall faithfully observe in the use of the Property all Municipal Ordinances and State and Federal Statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Town in any action or proceeding against Town whether District be a party thereto or not, that Town has violated any such ordinance or statute in the use of the Property, shall be conclusive of that fact as between District and Town.

Town agrees to abide by Marin County Code, Chapter 23.19 (Integrated Pest Management Policy). If there is a conflict with another code or law, then the more restrictive language will control.

27. DISTRICT'S RIGHT

It is further understood and agreed by Town that District's rights to Property are paramount to this Lease. Town shall in no way interfere or permit or tolerate interference with District's right to use, access or possess the Property.

28. NO PRESUMPTION REGARDING DRAFTER

The Parties acknowledge and agree that the terms and provisions of this Lease have been negotiated and discussed between the Parties and their attorneys, and this Lease reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Lease, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Lease.

29. ENTIRE AGREEMENT

This Lease contains the entire agreement between the Parties hereto and no term or provision thereof may be changed, waived, discharged or terminated unless the same be in writing executed by both Parties hereto.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, on the day and year first above written, the Parties hereto have caused this Lease to be executed.

DISTRICT:
MARIN COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Katie Rice
President, Board of Supervisors

Approved as to form.

BOARD OF SUPERVISORS - MARIN COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

County Counsel

ATTEST

Deputy Clerk

TOWN:
TOWN OF SAN ANSELMO

Ford Greene
Mayor, Town Council

Date

Approved as to form.

Town Counsel

ATTEST

Town Clerk

Exhibit "A"

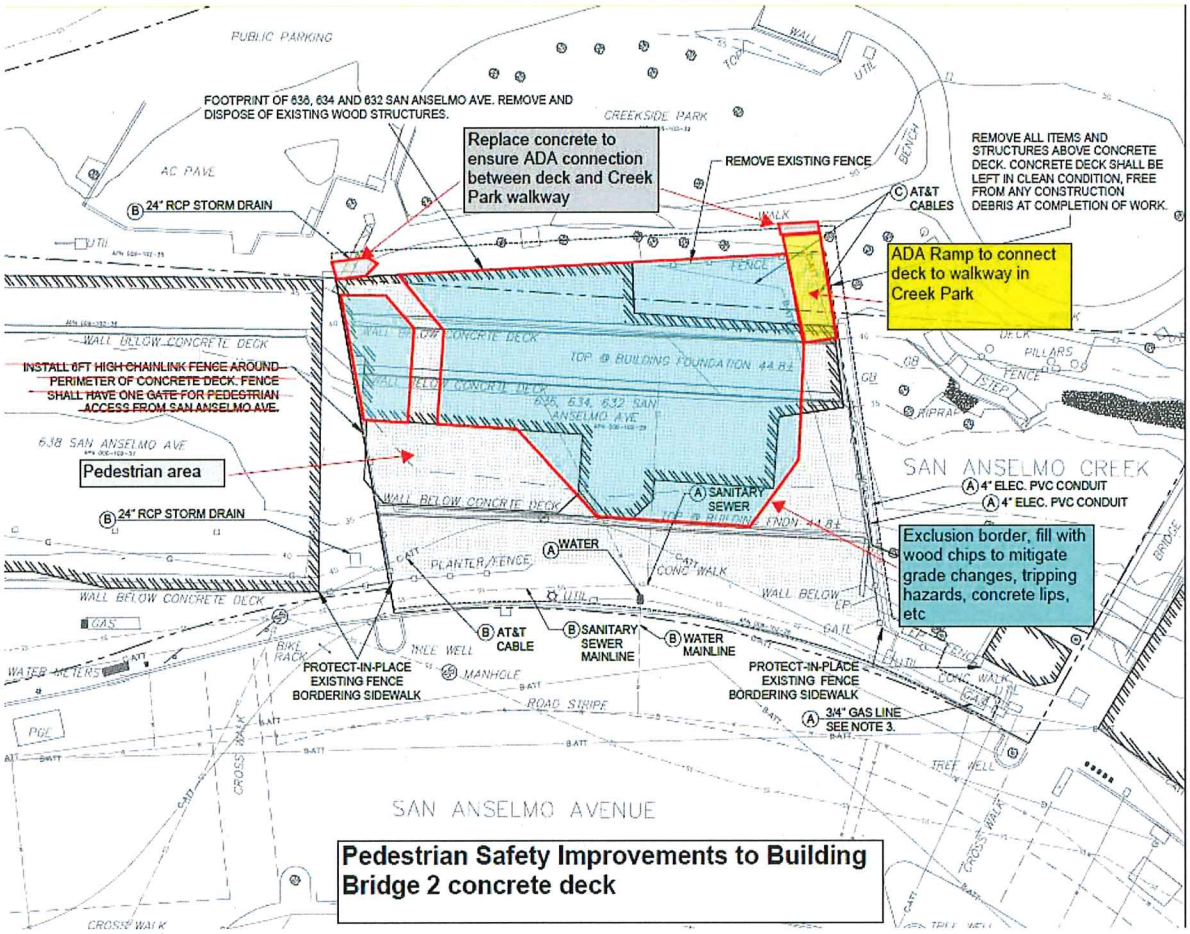

PUBLIC PARKING
FOOTPRINT OF 636, 634 AND 632 SAN ANSELMO AVE. REMOVE AND DISPOSE OF EXISTING WOOD STRUCTURES.
CREEKSIDE PARK
Replace concrete to ensure ADA connection between deck and Creek Park walkway
REMOVE EXISTING FENCE
REMOVE ALL ITEMS AND STRUCTURES ABOVE CONCRETE DECK. CONCRETE DECK SHALL BE LEFT IN CLEAN CONDITION, FREE FROM ANY CONSTRUCTION DEBRIS AT COMPLETION OF WORK.
AC PAVE
24" RCP STORM DRAIN
AT&T CABLES
ADA Ramp to connect deck to walkway in Creek Park
WALL BELOW CONCRETE DECK
INSTALL 6FT HIGH CHAINLINK FENCE AROUND PERIMETER OF CONCRETE DECK. FENCE SHALL HAVE ONE GATE FOR PEDESTRIAN ACCESS FROM SAN ANSELMO AVE.
TOP @ BUILDING FOUNDATION 44.81
636, 634, 632 SAN ANSELMO AVE
638 SAN ANSELMO AVE
Pedestrian area
SAN ANSELMO CREEK
4" ELEC. PVC CONDUIT
SANITARY SEWER
WATER
Exclusion border, fill with wood chips to mitigate grade changes, tripping hazards, concrete lips, etc
PLANTER/FENCE
CONC WALK
AT&T CABLE
SANITARY SEWER MAINLINE
WATER MAINLINE
PROTECT-IN-PLACE EXISTING FENCE BORDERING SIDEWALK
MANHOLE
ROAD STRIPE
3/4" GAS LINE SEE NOTE 3.
TREE WELL
SAN ANSELMO AVENUE
Pedestrian Safety Improvements to Building Bridge 2 concrete deck
CROSS WALK

Exhibit B

COOPERATIVE AGREEMENT BY AND BETWEEN THE TOWN OF SAN ANSELMO AND MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR DESIGN AND CONSTRUCTION OF THE SAN ANSELMO FLOOD RISK REDUCTION PROJECT at 632-636 SAN ANSELMO AVENUE

This AGREEMENT is made this ___ day of _____ 2020, by and between the Town of San Anselmo, hereinafter referred to as "TOWN," and the Flood Control and Water Conservation District, hereinafter referred to as "DISTRICT," for design and construction of the San Anselmo Flood Risk Reduction Project.

SECTION 1: RECITALS

WHEREAS, TOWN and DISTRICT support the design and construction of the San Anselmo Flood Risk Reduction Project (hereinafter referred to as "PROJECT"); and

WHEREAS, DISTRICT Board of Supervisors certified the PROJECT environmental impact report ((hereinafter referred to as "PROJECT EIR") on September 18, 2018; and

WHEREAS, DISTRICT awarded a contract on January 8, 2019 and a contract amendment on March 31, 2020 to Stetson Engineers of San Rafael to design the PROJECT; and

WHEREAS DISTRICT will pay for 100% of the design and demolition of building structures and concrete abutments, and the construction of restored creek banks at 632-636 San Anselmo Avenue including a new pedestrian plaza along San Anselmo Avenue, replacement of the performance stage in Creek Park, a new vegetated stabilized slope on the left bank (looking downstream), a retrofitted retaining wall and a new floodwall along San Anselmo Avenue and any other improvements that are consistent with the 2018 certified PROJECT EIR or through damage caused to Creek Park by the PROJECT; and

WHEREAS, TOWN is responsible for demolition of existing wood and masonry buildings atop the concrete deck in San Anselmo Creek and the design and construction of park features identified as part of Reimagine Creek Park that are outside of scope for the PROJECT. DISTRICT agrees to replace in kind any park elements that are disturbed during construction of the DISTRICT's PROJECT unless the final plan set specifically notes not to replace said park element; and

WHEREAS, TOWN is responsible for demolition of the existing wood and masonry buildings that sit atop the concrete deck in San Anselmo Creek; DISTRICT will reimburse TOWN for costs to demolish buildings, specifically, those costs for the contractor, temporary fencing and proper disposal of demolition debris. TOWN will submit invoices for demolition within 90 days of work completed to the satisfaction of the DISTRICT; and.

WHEREAS, DISTRICT may, at its sole discretion, transfer title to the properties (APNs 006-102-28 and 006-102-29) to the TOWN following construction of the PROJECT, and the TOWN may accept title and possession of the properties by Resolution of the Town

Council and recordation of a Grant Deed or Quitclaim Deed from DISTRICT to TOWN; and

WHEREAS, DISTRICT is funding the PROJECT with the revenues received from the Flood Control Zone 9 Watershed Fee according to the uses and purposes stated in the fee ballot measure adopted by the DISTRICT Board of Supervisors on May 1, 2007 and from the DWR agreement dated April 2, 2018; and

WHEREAS, DISTRICT will cover all costs related to the PROJECT's development up to 100% design, demolition, permitting (to include resource agency permits for specific TOWN features such as the new pedestrian bridge and abutments) and construction; and

WHEREAS, DISTRICT will be responsible for five years, from the date of PROJECT completion, of post-construction monitoring of PROJECT improvements and any PROJECT improvement repairs or maintenance that may be necessary as determined by the District, in its sole discretion, as defined in permits issued by State and Federal regulatory agencies..

SECTION 2: PURPOSE OF THE AGREEMENT

This AGREEMENT is entered into by and between the PARTIES to define the responsibilities of the PARTIES for the implementation of the PROJECT.

SECTION 3: PROJECT DEFINITION AND SCOPE

The PROJECT is defined as the design, permitting, demolition of building structures and construction of the following features located at 632-636 San Anselmo Avenue and as shown on Phase 1 design plans dated February 5, 2020, which are attached hereto as Exhibit A and incorporated herein by reference, and on subsequent plans from the DISTRICT.

- Demolition of the existing building structures and concrete abutments within San Anselmo Creek located at 632-636 San Anselmo Avenue
- New pedestrian plaza and flood wall to back of existing sidewalk along San Anselmo Avenue
- Retain and reinforce existing retaining wall at the creek and along San Anselmo Avenue at or near 632-636 San Anselmo Avenue
- Stabilization and planting of the creek bank slope on the left bank in the existing Creek Park (looking downstream)
- Stabilization and planting of the creek bank slope on the right bank (along San Anselmo Avenue) below the art kiosk
- Retention of the art kiosk structure throughout construction of these improvements
- Replace existing performance stage with similar footprint and using existing piers with similar materials as the existing stage but built to a new height to comply with Americans with Disabilities Act

The PROJECT would be constructed in two phases in 2020 and 2021.

Phase 1 PROJECT work in 2020 includes:

- Surveys, mapping and right-of-way engineering
- Traffic analysis, geotechnical analysis, civil engineering, hydraulic analysis, environmental permitting and public outreach support
- Engineering reports documenting hydraulic, civil and geotechnical findings to support basis of design
- 100% plans, specifications and estimate (PS&E)
- Project and construction management (PM)
- Secure permits required from the Town and other agencies as required for construction.
- Provide keys to TOWN public works director to perform demolition as described below.

PHASE 1 PROJECT building demolition in 2020 to be performed by the TOWN in collaboration with the DISTRICT and includes:

- Demolition of the existing wood and concrete masonry block structures of 632-636 San Anselmo Avenue that are supported on a reinforced concrete slab that spans the creek
- Abandonment of utilities that service the buildings at 632-636 San Anselmo Avenue
- Development of a basic plan to secure the demolished building space that protects public health and safety.
- Implementation of said plan to protect public safety until full scope of PROJECT is completed.

Phase 2 PROJECT work in 2021 includes:

- Project and Construction Management
- Demolition of the concrete deck and abutments within San Anselmo Creek
- New pedestrian plaza and flood wall along San Anselmo Avenue
- Retain and reinforce existing retaining wall along San Anselmo Avenue
- Retention of the art kiosk building in its existing condition and reinforce creek bank slope below it.
- Stabilization and planting of the creek bank slope on the left bank (looking downstream)
- Replace performance stage with similar footprint and area as the existing stage but built to a new height to comply with Americans with Disabilities Act

The PROJECT planned 2021 construction, specifically the removal of the concrete abutments in San Anselmo Creek will proceed in concert with removal and replacement of the Winship Bridge in the Town of Ross in 2021 and with funding of recommended flood mitigation measures at residences as described in the February 19, 2020 memo.

SECTION 4: RESPONSIBILITIES

1. The TOWN Shall:

1.1. Work collaboratively with the DISTRICT always;

1.2. Comply with any and all laws related to the PROJECT;

1.3. The TOWN shall secure a contractor to demolish the wood and masonry buildings atop the concrete deck at 632-636 San Anselmo Avenue. The TOWN will provide any required ancillary services required including providing debris boxes, proper disposal of debris, installing temporary fencing, securing the site to eliminate public hazards within the demolished footprint area and traffic control if needed;

1.4. Work cooperatively with the DISTRICT to ensure that all opportunities for economization of tasks are pursued;

1.5. Coordinate all supplemental grant applications with the DISTRICT to ensure there is no duplication of effort and to maximize eligibility and competitiveness;

1.6. Provide technical review of all phases of design and provide comments to the DISTRICT within two (2) weeks of receiving the documents;

1.7. Circulate to the DISTRICT any press releases or similar media-focused release for review and comments by the DISTRICT prior to release;

1.8. Submit all invoices for building demolition within 90 days of work completed to the satisfaction of the DISTRICT.

1.9. Following construction of PROJECT, accept title and possession of the properties by Resolution of the Town Council and recordation of a Grant Deed or Quitclaim Deed from DISTRICT to TOWN.

2. The DISTRICT Shall:

2.1. Work collaboratively with the TOWN always;

2.2. Comply with any and all laws related to the PROJECT;

2.3. Provide comments and/or decisions to the TOWN in a timely manner during PROJECT design phase;

2.4. DISTRICT will reimburse TOWN for costs not to exceed $120,000, unless authorized by the District, to demolish buildings, specifically, those costs for the contractor(s), temporary fencing, elimination of public hazards within demolished

building footprint and proper disposal of demolition debris in compliance with State and Federal regulations.

2.5. Coordinate with TOWN on PROJECT change order requests;

2.6. Be the Point of Contact (POC) for all inquiries about the PROJECT through all phases of the PROJECT;

2.7. Work cooperatively with the TOWN to ensure that opportunities for economizing efforts and tasks are pursued;

2.8. Work with the TOWN to conduct public outreach effort with respect to all phases of the PROJECT.

2.9. Transfer title to the properties (APNs 006-102-28 and 006-102-29) to the TOWN following construction of the PROJECT.

2.10. Provide post-construction monitoring of PROJECT improvements and any PROJECT improvement repairs or maintenance that may be necessary as determined by the District, in its sole discretion, as defined in permits issued by State and Federal regulatory agencies

SECTION 5 GENERAL PROVISIONS

5.1. FINANCES. Town will provide its estimates for the building demolition to the DISTRICT for review. Invoices for the demolition shall meet the following format requirements:

i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
ii. Sufficient evidence (i.e., receipts, copies of checks) must be provided for all costs included in the invoice.
iii. Original signature and date (in ink) of TOWN's Project Manager.

5.2. TERMINATION. This AGREEMENT will be subject to termination as follows: a) for breach of any obligation, covenant or condition by the other party, upon notice to the breaching party, or b) by mutual consent of both parties. TOWN agrees that upon thirty (30) working days written notice, DISTRICT may suspend or terminate all or part of the design and construction if for any reason the DISTRICT determines the PROJECT is infeasible.

5.3. CORRECTION OF BREACH. For purposes under this section, a breach shall be defined as a violation of any section of this AGREEMENT. With respect to any breach, TOWN or DISTRICT shall have ten (10) working days from the date of notice of breach to cure the breach.

SECTION 6 LIABILITY. INDEMNIFICATION, AND GENERAL LIABILITY

6.1 INDEMNIFICATION.

a. TOWN shall indemnify, protect, defend and hold harmless the DISTRICT from and against any and all losses arising from, in connection with TOWN's performance of this AGREEMENT, including, but not limited to, the following: (a) a material breach of this AGREEMENT by TOWN; (b) a material breach of any representation or warranty of TOWN contained in this AGREEMENT; (c) any personal injury or death caused, directly or indirectly, by any act or omission of TOWN or its employees, sub-grantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of TOWN or its employees, sub-grantees or agents. The foregoing indemnity obligation shall not apply to losses arising from the negligence and willful misconduct of the DISTRICT. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, (including those incurred in-house), consultants and experts and related costs, and DISTRICT'S costs of investigating any claims against DISTRICT. TOWN shall require any contractor for the PROJECT hired by TOWN to list DISTRICT as an additional insured under the Contractor's insurance policies.

b. DISTRICT shall indemnify, protect, defend and hold harmless the TOWN from and against any and all losses arising from, in connection with DISTRICT's performance of this AGREEMENT, including, but not limited to, the following: (a) a material breach of this AGREEMENT by DISTRICT; (b) a material breach of any representation or warranty of DISTRICT contained in this AGREEMENT; (c) any personal injury or death caused, directly or indirectly, by any act or omission of DISTRICT or its employees, sub-grantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of DISTRICT or its employees, sub-grantees or agents. The foregoing indemnity obligation shall not apply to losses arising from the negligence and willful misconduct of the TOWN. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, (including those incurred in-house), consultants and experts and related costs, and TOWN'S costs of investigating any claims against TOWN. For portions of the PROJECT directly involving the TOWN, DISTRICT shall require any contractor for the PROJECT hired by DISTRICT to list TOWN as an additional insured under the Contractor's insurance policies.

6.2 DUTY TO DEFEND; NOTICE TO LOSS.

a. TOWN acknowledges and agrees that its obligation to defend the DISTRICT herein: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any loss which actually or potentially falls within the scope of the above stated section, regardless of whether the allegations asserted in connection with such loss are or may be groundless, false, or fraudulent; and (c) arises at the time the loss is tendered to TOWN by the DISTRICT and continues at all times thereafter. The DISTRICT shall give TOWN prompt notice of any loss covered by the above stated Section and TOWN shall have the right to defend, settle and compromise any such loss; provided, however, that the DISTRICT shall have the right to retain its own counsel at the expense of TOWN if representation of DISTRICT by the counsel retained by TOWN would be inappropriate due to conflicts of interest between the parties. DISTRICT'S failure to notify TOWN promptly of any loss shall not relieve TOWN of any liability unless such failure materially impairs TOWN's ability to defend such loss. TOWN shall

seek the DISTRICT'S prior written consent to settle or compromise any loss if TOWN contends that DISTRICT shares in liability with respect thereto.

b. DISTRICT acknowledges and agrees that its obligation to defend the TOWN herein: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any loss which actually or potentially falls within the scope of the above stated section, regardless of whether the allegations asserted in connection with such loss are or may be groundless, false, or fraudulent; and (c) arises at the time the loss is tendered to DISTRICT by the TOWN and continues at all times thereafter. The TOWN shall give DISTRICT prompt notice of any loss covered by the above stated Section and DISTRICT shall have the right to defend, settle and compromise any such loss; provided, however, that the TOWN shall have the right to retain its own counsel at the expense of DISTRICT if representation of TOWN by the counsel retained by DISTRICT would be inappropriate due to conflicts of interest between the parties. TOWN'S failure to notify DISTRICT promptly of any loss shall not relieve DISTRICT of any liability unless such failure materially impairs DISTRICT's ability to defend such loss. DISTRICT shall seek the TOWN's prior written consent to settle or compromise any loss if DISTRICT contends that TOWN shares in liability with respect thereto.

6.3 INCIDENTAL AND CONSEQUENTIAL DAMAGES. Losses covered under the above sections shall include any and all incidental and consequential damages resulting in whole or in part from TOWN's acts or omissions. Nothing in this AGREEMENT shall constitute a waiver or limitation of any rights that DISTRICT may have under applicable law with respect to such damages.

6.4. OBLIGATIONS. Termination of this AGREEMENT will not invalidate the indemnification obligations of TOWN and DISTRICT and/or obligations properly incurred by TOWN before the termination date to the extent those obligations cannot be canceled.

6.5. INTEGRATION. This AGREEMENT represents the entire AGREEMENT of the PARTIES with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

6.6. AMENDMENT. Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing and approved by all parties hereto.

6.7. INDEPENDENT AGENCY. TOWN performs the terms and conditions of this AGREEMENT as an entity independent of DISTRICT. TOWN'S agents or employees shall not be agents or employees of DISTRICT. The TOWN is acting in an independent capacity and is solely responsible for the PROJECT. Review or approval of all PROJECT-related documents by TOWN is solely for the purpose of proper administration of funds by DISTRICT and shall not be deemed to relieve or restrict DISTRICT's responsibility for the preparation, submission, management, or control of the PROJECT.

6.8. ASSIGNMENT. The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

6.9. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES. This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of TOWN. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

6.10. SEVERABILITY. Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

6.11. SUCCESSORS; NO THIRD-PARTY BENEFICIARIES. Nothing in this AGREEMENT, whether express or implied, shall be construed to give any person or entity (other than the PARTIES hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this AGREEMENT or any covenants, conditions or provisions contained herein.

6.12. RESOLUTION OF SIGNATORY AUTHORITY REQUIRED. Upon request of DISTRICT, TOWN shall deliver to DISTRICT a copy of the municipal resolution authorizing the execution, delivery and performance of this AGREEMENT, certified as true, accurate and complete by the appropriate authorized representative of TOWN.

6.13. SURVIVAL OF TERMS. The obligations of TOWN, the terms and duties agreed upon by TOWN in this AGREEMENT shall survive and continue following expiration or termination of this AGREEMENT.

6.14. DISPUTE RESOLUTION. Any dispute or claim in law or equity between TOWN and DISTRICT arising out of this AGREEMENT shall be resolved by negotiation between the parties. If no resolution is achieved, the parties agree to formal negotiations by a mediator mutually chosen and paid for by both parties

6.15 CONTACTS AND NOTICES. All notices under this AGREEMENT shall be in writing (unless otherwise specified) delivered to the parties by hand, by commercial courier service, or by United States mail, postage prepaid, addressed to the parties at the addresses set forth below or such other addresses as the parties may designate by notice.

It is mutually agreed and understood that, upon signing of this AGREEMENT, PARTIES agree to cooperate and coordinate efforts consistent with this AGREEMENT.

Correspondence related to this AGREEMENT will be directed to:

For TOWN:

Sean Condry
Department of Public Works Director
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960
scondry@townofsananselmo.org

For DISTRICT:

Liz Lewis
Water Resources Manager
Marin County Flood Control and Water Conservation District
3501 Civic Center Drive, Room 404
San Rafael, California 94903
Phone: (415) 473-7226
lizlewis@marincounty.org

Authorized by:

DISTRICT:

By: _____

_____
Print Name

_____
Print Title

By:

_____
District Counsel

TOWN:

By: _____

_____
Print Name

_____
Print Title

By:

_____
Town Attorney

Exhibit A

DISTRICT DESIGN PLANS DATED FEBRUARY 5, 2020 INCLUDING ANY SUBSEQUENT REVISIONS PROVIDED BY THE DISTRICT.

THE FEBRUARY 2020 DESIGN PLAN SHEETS ARE POSTED TO THE PROJECT PAGE:

HTTPS://WWW.MARINWATERSHEDS.ORG/RESOURCES/PROJECTS/SAN-ANSELMO-FLOOD-RISK-REDUCTION-SAFRR-PROJECT

COUNTY OF MARIN

OFFICE OF THE
COUNTY ADMINISTRATOR

Matthew H. Hymel
COUNTY ADMINISTRATOR

Daniel Eilerman
ASSISTANT COUNTY
ADMINISTRATOR

Marin County Civic Center
3501 Civic Center Drive
Suite 325
San Rafael, CA 94903
415 473 6358 T
415 473 4104 F
CRS Dial 711
www.marincounty.org/cao

September 15, 2022

Town of San Anselmo
Attn: Dave Donery
525 San Anselmo Avenue
San Anselmo, CA 94960

Re: 30 DAY NOTICE OF LEASE TERMINATION
Marin County Flood Control and Water Conservation District lands at
632-636 San Anselmo Avenue – APN: 006-102-28

Dear Mr. Donery,

Pursuant to the Lease between the Town and the District dated June 9, 2020, copy attached, this letter shall serve as the District's thirty (30) day notice to the Town that the District is terminating the Lease in accordance with section "3. Term, Termination".

The District has determined that the bridge structure that exists within the leased premises is structurally unsound and poses a danger and hazard to the public. The Town is advised to immediately prohibit any and all use of the area and take reasonable actions to prevent entry by the public during the 30-day termination notice period. At this time, we would like to work with the Town to erect barriers to prevent access to the property.

Rosemarie Gaglione, our Director of Public Works, will be reaching out to you to coordinate next steps to address this public safety concern. Her contact information is rgaglione@marincounty.org or (415) 473-6530. Thank you for your cooperation.

Sincerely,

Matthew Hymel
County Administrator

Enclosure: Lease Agreement

cc: Rosemarie Gaglione, DPW Director
Berenice Davidson, DPW Assistant Director
Eric Lueder, DPW Chief of Real Estate

Robyn Clifford

From: Corey Wood <corbettwood@gmail.com>
Sent: Friday, September 16, 2022 9:40 PM
To: Town Council
Subject: Creek Park

CAUTION: External Sender

Hello town council,

My name is Corey Wood, and my family recently moved to San Anselmo. We love it. Creek Park is one of the reasons we fell in love with this town. Prior to moving here we would come visit San Anselmo almost every weekend. We loved having pizza and ice cream and listening to live music at Creek Park. Now that we live here we still come here multiple times a week to meet friends and enjoy the beautiful down town. It seems like such a miss to demolish this gathering space - instead why not find a way to keep the park, the town adores it.

Best,
Corey
--
Corey Wood
LinkedIn
925.487.5443

Robyn Clifford

From: Lindsay Dwyer <lindsay.dwyer@gmail.com>
Sent: Friday, September 16, 2022 8:25 PM
To: Town Council
Subject: PLEASE KEEP CREEK PARK PLAZA

to all five council members:

I just heard the news - and saw tonite while I was at the concert with my 3 yo son - that the county is shutting down the park for our use do to... flood hazard???? The county and no one else can stop floods. Why take away an area of our town that we love? It's wonderful for families and friends to gather and is bumping every day of the week lunch through dinner. It's the epicenter of the town and the BEST thing about san anselmo. People from other towns come every weekend and spend time together (and money at our businesses). I urge you to listen to me and everyone else. I'm a tax payer in san anselmo and would be devastated to not have Creek Park Plaza anymore :(. What a major loss. This is our town!!!!
Thank you,
Lindsay Dwyer
617-285-8657

Robyn Clifford

From: C Snell <violincsnell@gmail.com>
Sent: Friday, September 16, 2022 5:47 PM
To: Town Council
Subject: Please don't ruin the creek park plaza

CAUTION: External Sender

We need it; Especially now, during our covid era.
Thankyou, Carol Snell

Sent from my iPhone

Robyn Clifford

From: Jennifer Mota <jrosemota@gmail.com>
Sent: Friday, September 16, 2022 4:51 PM
To: Town Council
Cc: nancy.steinberger@fema.dhs.gov; towncouncil@townofross.org; BOS@marincounty.org
Subject: Concerns of BB2 emergency removal plans for the SAFRRP

CAUTION: External Sender

Hello All,

We are Jenny and Lucas Mota owners of 82 Sir Francis Drake Blvd., Ross CA 94957.

If BB2 is removed before mitigation is performed for my property (and others) under The Marin County Code of Ordinances, this work would be classified as prohibited and illegal and not meeting FEMA requirements. This could disqualify the County from support from FEMA and I will be left with no choice other than to turn to litigation to protect my home and family.

The information below is found in section 23.09 Flood Plain Management of The Marin County Code of Ordinances:
23.09.030 - Definitions.
Unless specifically defined below, words or phrases used in this chapter, shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this chapter its most reasonable application, and shall apply to this chapter only.
(4)
"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year (also called the one hundred-year flood).
(18)
"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. The floodway is delineated on the flood boundary-floodway map.

23.09.038 - Floodways.
Located within areas of special flood hazard established in this chapter are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions apply:
(a)
Prohibit encroachments, including fill, new construction, substantial improvements and other development, unless certification by a registered civil engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

My parcel (as well as my neighbors) are located in FEMA Floodway Zone AE.

It is clearly stated in The Marin Flood Boards "Residential Survey and Site Inspection Results and Preliminary Mitigation Measures Feb. 19th, 2020 Mitigation Memo" that this project will increase flood levels during a base flood discharge (aka 100 year flood) at my home as well as my neighbors. The County has been aware of this since the EIR was finalized and still no plans for mitigation have been made and are trying to find ways to continue with their project without having to provide necessary mitigation.

Mitigation needs to be provided by the County for my home and ANY home that is going to see any rise in base flood levels BEFORE any more work is performed.

Robyn Clifford

From: Doug Ryan <dougryan999@gmail.com>
Sent: Friday, September 16, 2022 3:23 PM
To: Town Council
Subject: Flooding my house????

CAUTION: External Sender

I reside at 74 Sir Francis Drake Blvd in Ross.

Apparently the county is hellbent on demolishing BB2 on an emergency basis, and not being transparent regarding this.

Should this occur, and mitigation for my property not be completed prior to any work done in the creek, my property will flood.

If the town of San Anselmo issues a building permit for this project, or otherwise allows this project to occur, without first requiring mitigation be performed on my house, rest assured I will include San Anselmo along with the county in any legal action regarding liability for any damage to my house.

Regards
Doug Ryan
415.297.8402

Robyn Clifford

From: Doug Ryan <dougryan999@gmail.com>
Sent: Friday, September 16, 2022 3:17 PM
To: Cheung, Serena
Cc: Nakagaki, Michael; Mansell, Frank; Bishop, Michael; Steinberger, Nancy; Koper, Brian; towncouncil@townofross.org; Town Council; Richard Halstead
Subject: Re: San Anselmo So Called Flood Reduction Program

CAUTION: External Sender

Serena,
We have just learned that the County of Marin is planning to declare BB2 unsafe and try to use emergency powers to remove the structure. This will allow more floodwater in the creek and flood my (and other) homes.
Here is the notice the county gave the town of San Anselmo informing them of lease termination on the property, a first step in their demolition process.
Apparently the town of San Anselmo's engineer, Sean Condrey, does not agree with their finding that collapse is imminent.

This project has been mismanaged from the start. The county has deliberately tried to avoid providing mitigation to those whose homes will be impacted by their actions. This borders on negligence and intentional infliction of stress.

I implore you to stop this madness and not allow the County to bypass every safeguard that exists to prevent them from flooding my property.

Please help the homeowners!!!!

Letter to close park .jpeg

On Tue, Sep 6, 2022 at 4:33 PM Cheung, Serena <serena.cheung@fema.dhs.gov> wrote:

Hi Doug,

Thank you for the follow-up. I have not been contacted by Jared Huffman, but we have been in communication with Marin County and have discussed the NFIP requirements applicable to this project, notably the no-rise requirement in the regulatory floodway. We will continue to work with the County to ensure compliance with the minimum NFIP standards.

Thanks,

Serena Cheung

Why remove BB2 and knowingly flood 20 homes? Especially when it has been stated stabilization of BB2 would only cost $60,000-$80,000!

It is very simple. Follow the law: Mitigate first, Removal second.

I have yet to see a hydronic model or analysis for this project which keeps base flood elevations at a 0.00 increase at my home WITH a zero percent margin of error. Since this is not possible, the removal of BB2 should be prohibited UNTIL my home and others are safe from an increased risk of flooding.

With Concern,
Jennifer and Lucas Mota

Sent from my iPhone

Floodplain Management Specialist | Mitigation Division | FEMA Region 9

Mobile: (510) 424-2783

serena.cheung@fema.dhs.gov | Pronouns: she/her

Federal Emergency Management Agency
fema.gov

From: Doug Ryan <dougryan999@gmail.com>
Sent: Tuesday, September 6, 2022 3:54 PM
To: Cheung, Serena <serena.cheung@fema.dhs.gov>
Cc: Nakagaki, Michael <michael.nakagaki@fema.dhs.gov>; Mansell, Frank <Frank.Mansell@fema.dhs.gov>; Bishop, Michael <michael.j.bishop@fema.dhs.gov>; Steinberger, Nancy <nancy.steinberger@fema.dhs.gov>; Koper, Brian <brian.koper@fema.dhs.gov>; towncouncil@townofross.org; Town Council <towncouncil@townofsananselmo.org>
Subject: Re: San Anselmo So Called Flood Reduction Program

Status update?

Serena,
I was wondering if there were any status updates on this.

As homeowners, we are greatly concerned the Board of Supervisors is going to use the services of our "representative" Jared Huffman to try to get FEMA to waive the mitigation requirements because (a) it's a lot of money; (b) the County somehow (even with flood professionals on staff) didn't realize they were subject to the no-rise rule; (c) needs to show some progress in order to satisfy certain constituents and maintain flow of grant money; and (b) probably are unable to repay the grant money already spent if the project is left unfinished or abandoned.

Has your agency received any contact from Jared Huffman regarding this project? If so, what was the content of the communication?

Thanks in advance,

Doug Ryan

On Thu, Aug 4, 2022 at 11:28 AM Cheung, Serena <serena.cheung@fema.dhs.gov> wrote:

Good morning Mr. Ryan,

Thank you for emailing us your concerns regarding the SAFRR project. My name is Serena Cheung and I am a Floodplain Management Specialist at FEMA Region 9, based in Oakland, CA. I work on compliance for the National Flood Insurance Program (NFIP). FEMA's Region 9 Mitigation staff in Oakland have reviewed your May 23 email.

You are correct that our minimum NFIP regulations, Title 44 of the Code of Federal Regulations (44 CFR) Section (§) 60.3(d)(3), state that any alterations to a floodway must not cause ANY rise in the base flood elevation (BFE).

> **44 CFR Section 60.3(d)(3)** states that a community shall "Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge."

In order to comply with this regulation, local communities must perform an encroachment review and maintain a record of all projects in the regulatory floodway to ensure that the project does not increase flood heights. This is commonly referred to as a "no-rise" certification, which is certified and prepared by a licensed, professional engineer and supported by a hydrologic and hydraulic (H&H) study and modeling.

A rise in BFE is only allowed by complying with **44 CFR § 65.12** "Revision of flood insurance rate maps to reflect base flood elevations caused by proposed encroachments," which states:

> (a) When a community proposes to permit encroachments upon the flood plain when a regulatory floodway has not been adopted or to permit encroachments upon an adopted regulatory floodway which will cause base flood elevation increases in excess of those permitted under paragraphs (c)(10) or (d)(3) of § 60.3 of this subchapter, the community shall apply to the Federal Insurance Administrator for conditional approval of such action prior to permitting the encroachments to occur and shall submit the following as part of its application..."

This means, an applicant must submit a Conditional Letter of Map Revision (CLOMR) if the proposed project elevates the BFE more than allowed: Letters of Map Revision and Conditional Letters of Map Revision | FEMA.gov.

While FEMA staff have attended in-person and virtual public meetings regarding the County's SAFER program, a key staff member with institutional knowledge retired in February 2022. However, yesterday we emailed the County to relay your concerns and to set up a meeting to review the status of the program and ensure the project complies with the minimum NFIP standards.

Thank you again for sending us your concerns. Please let me know if you have any additional questions or concerns. I will be in contact once we have touched base with the County.

Thank you,

Serena Cheung

Floodplain Management Specialist | Mitigation Division | FEMA Region 9

Mobile: (510) 424-2783

serena.cheung@fema.dhs.gov | Pronouns: she/her

Federal Emergency Management Agency
fema.gov

From: Steinberger, Nancy <nancy.steinberger@fema.dhs.gov>
Sent: Tuesday, May 24, 2022 8:19 AM
To: Doug Ryan <dougryan999@gmail.com>
Cc: Bishop, Michael <michael.j.bishop@fema.dhs.gov>; Nakagaki, Michael <michael.nakagaki@fema.dhs.gov>; Koper, Brian <brian.koper@fema.dhs.gov>; Mansell, Frank <Frank.Mansell@fema.dhs.gov>
Subject: RE: San Anselmo So Called Flood Reduction Program

Hi Mr. Ryan,

I wanted to let you know that we received your email. Michael Nakagaki is out a few days this week, and Michael Bishop is currently on travel. I'm adding Mr. Brian Koper (FEMA HQ's CLOMR lead) and Mr. Frank Mansell (FEMA R9 external affairs) for their awareness. I've included your attachment for them also.

Best,

Nancy Steinberger, P.E.*

Civil Engineer - FEMA Region IX

Risk Analysis Branch, Mitigation Division

202-430-4945 (cell)

1111 Broadway, Suite 1200

Oakland, CA 94607

*Registered in CO

Pronouns: she, her, hers

FEMA

Nancy.Steinberger@fema.dhs.gov

From: Doug Ryan <dougryan999@gmail.com>
Sent: Monday, May 23, 2022 5:01 PM
To: Nakagaki, Michael <michael.nakagaki@fema.dhs.gov>
Cc: Steinberger, Nancy <nancy.steinberger@fema.dhs.gov>; Bishop, Michael <michael.j.bishop@fema.dhs.gov>
Subject: San Anselmo So Called Flood Reduction Program

My name is Doug Ryan and I reside at 74 Sir Francis Drake Blvd in Ross.

The San Anselmo Flood Risk Reduction ("SAFRR") program is going to negatively impact my house, i.e. increase the water level at the back of my house when completed.

This project has been going on since the faulty EIR was approved in 2018. The fact my house will be negatively impacted has been known since the EIR was approved. To date, no mitigation measures have been presented to me.

I am attaching a copy of the survey from the project showing the water level at my house increasing. Please note that at one corner the numbers are shown in green when they should be in red. I have to assume that was done intentionally so that it would give the appearance that my house wasn't as impacted as it will be.

When the EIR was adopted, the Board of Supervisors also passed a negative declaration, acknowledging some homes would be negatively impacted but it was for the greater good.

Myself and other homeowners have been seeking mitigation since 2018, thus far without results.

My understanding of FEMA flood regulations is the allowable increase is 0.00" - in other words, any increase above 0.00" REQUIRES mitigation.

When I asked the project manager, on a zoom call in 2020, why my house wasn't being mitigated, I was told "the increase isn't significant". Mind you, the increase on their own survey of my house is at least two inches, which can easily be the difference between flooding and not flooding.

A year and a half ago, the project manager stood on my deck and said "there will be an increase, but it will minor and won't increase the risk of flooding much." I responded any increase above zero was more than I would accept.

The last time the project manager was out to my house, in October 21, he seriously suggested as a mitigation measure cutting my house in half and raising of my house.

I implore you to please get involved and ensure that my home is not negatively impacted by this project. If my house isn't mitigated, not only will my property suffer in the event of a flood, the saleability and resale value of my house will suffer. And I will demand to be made whole. This entire ordeal has needlessly caused stress to my wife and I, and we have suffered mental anguish as a result.

I encourage you to get involved in the details of this project and make the County of Marin do the right thing, which is to provide mitigation to those of us negatively impacted by this project.

I have voluminous documentation I can provide of the good faith attempts I have made to get the County to abide by FEMA no rise regulations, and getting either no response or no specific actions.

Please contact me directly for further details.

Doug Ryan

415.297.8402

Robyn Clifford

From: ross asselstine <ross.asselstine@comcast.net>
Sent: Friday, September 16, 2022 3:13 PM
To: 'Ross'
Subject: The Public's Right to Vote

CAUTION: External Sender

Good Afternoon All,

I have you all on bcc, but it includes all current members of Council and those that are candidates for Council. And that's it.

I wanted to make you all aware that I dropped off a letter to Dave Donery this morning with **Draft of a Public Initiative** to allow citizens to vote on if San Anselmo should withdraw from the Flood Zone. It's not a formal submission, it's a draft for comment.

You might ask David for a copy of that. It includes my statements in June on the subject.

In short, either a vote will happen by the initiative process or the Council voting to put it on the ballot. I write today to suggest that you consider your answer to the question: "If you are on Council, will you vote in that forum to put a public vote on Withdrawal from the Flood Zone the ballot?" An answer that "I don't know enough right now" or similar will be of concern to myself and others. Preventing a simple vote surely cannot be the purpose of a Council Member's position.

My letter details the implications of people walking door to door to gain this right. I would hope you consider the letter in with seriousness. I and others will be listening if you clearly support public vote, or will waiver like many saw of Council in the Save Memorial Park effort.

My prior experience with Memorial Park and Lefty Gomez suggests that a public vote on this subject is both fair and needed. Five of you will decide if we simply vote, or the complex way where a bunch of folks walk streets, flyers are distributed, people sign on to put it on the ballot...and then we vote.

The numbers are out of control, the waste is unbelievable, the management is highly questionable, and the people deserve to have a say in all this.

Thanks

Ross Asselstine
41-730-4530

Robyn Clifford

From: Suellen Lamorte <suellenlamorte@gmail.com>
Sent: Monday, September 19, 2022 5:55 PM
To: Town Council
Subject: Fwd: Briefly.... Bcse you will get many emails

Sent from my iPhone

Begin forwarded message:

> **From:** Suellen <suelamorte@yahoo.com>
> **Date:** September 19, 2022 at 5:37:24 PM PDT
> **To:** towncouncil@townofsananselmo.com
> **Cc:** Suellen Lamorte <suellenlamorte@gmail.com>, Stephen Burdo <stephenburdo@yahoo.com>, Alexis Fineman <afineman@townofsananselmo.org>
> **Subject: Briefly.... Bcse you will get many emails**
>
> I'm in favor of removing the thick bulky cement pillars under the plaza.... Bcse they impede the flow of water and should never have been built like that.
> I favor the info from the hydronic engineers. I think a fine park can be created without the plaza. I sure wish it could stay there until it's time to take it down. But I'm in the camp that wants flood control. I'm up on the problem of down stream mitigation. I still favor flood control and hope something can be worked out
> Suellen Lamorte. 53 yr resident!!
> Sent from my iPhone

Robyn Clifford

From:	Doug Ryan <dougryan999@gmail.com>
Sent:	Monday, September 19, 2022 4:51 PM
To:	Katie Rice; Damon; Dennis; smoultonpeters@marincounty.org; Judy; Eric@ericlucan.com; ELucan@marincounty.org; BOS; Town Council; towncouncil@townofross.org
Cc:	Cheung, Serena; Bishop, Michael; Nakagaki, Michael; Mansell, Frank; Richard Halstead
Subject:	"EMERGENCY REMOVAL" of BB2 in San Anselmo???
Attachments:	Town of San Anselmo - Structural Peer Review-Assessment - 632-636 San Anselmo Avenue. (1).pdf

Marin County Flood Control and Water Conservation District Board of Supervisors

My name is Doug Ryan and I reside at 74 Sir Francis Drake Blvd in Ross.

I learned with dismay that the latest attempt to bypass the required mitigation for the properties downstream of "BB2" in the San Anselmo Flood Risk Reduction project is to declare an "emergency removal" requirement for BB2 and remove it without first providing the required mitigation to those properties downstream you will be flooding.

I am attaching an engineer's report from this month (September 2022) commissioned by the Town of San Anselmo. That report, prepared by a professional engineer with no axe to grind or skin in the game, comes to a MARKEDLY different conclusion that you all need to be aware of and reconcile yourself to.

He states that with minor repairs the structure is not in danger of collapsing. In fact, among other things, he says the load now (with foot traffic) is much less than when it had the restaurant that you tore down. He is also very specific about the type/size of an earthquake that might occur in this area.

I urge you to strongly reconsider your position. Your desire to demolish this structure will put additional flood waters at my home, a fact you have known since at least 2018.

I understand Supervisor Rice is wedded to this project at this point out of necessity. She can hardly abandon that which she has championed for years.

I ask the rest of you to do what is moral and correct - don't advance your project by flooding my house.

I will also be requesting the Town of San Anselmo to not issue you a building project for an unnecessary project that is attempting to bypass all the safeguards required when working in a regulatory floodplain, and to take whatever other steps they can to block this ill-guided attempt.

Doug Ryan
415.297.8402

September 15, 2022

Mr. Sean Condry, Public Works and Building Director
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

Substrate, Inc
270 Crest Rd
Novato, CA 94945
T: 415.246.4920
substrateinc.com

Sunny Jhutti, PE, SE
Construction Manager
sunny@substrateinc.com

Subject: Structural Assessment and Peer Review of Building Bridge #2 – 632-636 San Anselmo Avenue, San Anselmo, CA 94960

Dear Mr. Condry:

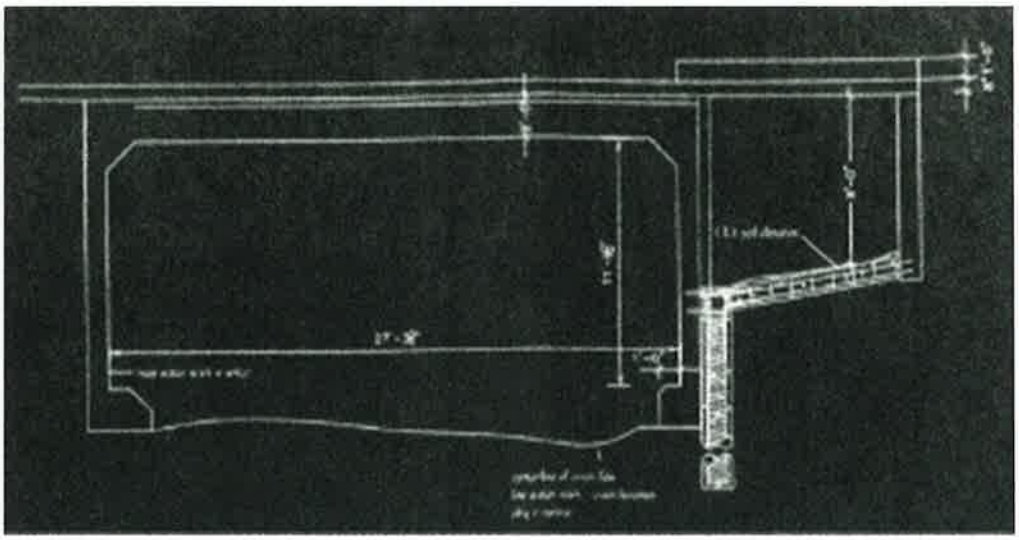
On September 9, 2022, Sunny Jhutti, SE, of Substrate, Inc performed a site visit of Building Bridge #2 on 632-636 San Anselmo Avenue, in San Anselmo, California. A subsequent site visit was performed on September 10th, 2022.

Building Bridge #2

These site visits and observations were part of a Structural Assessment and Peer Review performed on behalf of the City of San Anselmo and to review the structural adequacy of the existing structure in its current state and as a Peer Review of the Structural Foundation Repair Plans by Ballard and Watkins, which addressed the repair of the foundation of this bridge in August 2001, with revisions approved in October 2022. The actual repair work was performed in 2003.

DESCRIPTION OF PROJECT

The project is a "building bridge" that was likely constructed post war (circa 1945-1950) as evidenced by the board-formed concrete and round rebar discovered on site. The bridge type is a single span T-girder slab bridge sitting atop concrete pilasters and shallow spread foundations that spans (27'3") over San Anselmo Creek. The pilasters have in-fill walls that help with transverse shear capacity of the structure.



Building Bridge #2 – Plans by Ballard and Watkins

Originally the site of a gas station building that was built atop the bridge, the gas station was removed in the 1960's or 1970's and the area was closed to vehicular traffic and has served as a park and pedestrian pathway ever since.

The bridge was designed for the dead load of the building plus an H12 or H20-44 Live Load, none of which the structure sees today as the building has been removed and the only Live Loading is a Pedestrian Live Load of 100 PSF.

Site Location

Serves as a park today

SITE GEOLOGY

The regional bedrock geology consists of complexly folded, faulted, sheared, and altered sedimentary, igneous, and metamorphic rock of the Jurassic-Cretaceous age (65-190 million years ago) Franciscan Complex (MPEG 2020). Regional geologic mapping by the USGS indicates the site consists of alluvial deposits (MPEG 2020). Alluvial deposits are composed of loose to soft and friable sand, gravel, and clay. Franciscan Complex bedrock is mapped beneath the alluvium. Based on my site visit there were shallow outcroppings of bedrock were observed and noted for this report.

SEISMICITY OF REGION

The building site is in a zone of known seismicity. The San Andreas Fault located approximately 8 miles from the site is an 8.0 Maximum Credible Earthquake (MCE) fault and the Rodgers Creek/North Hayward Fault, a 7.0 MCE Fault, is around 15 miles away.

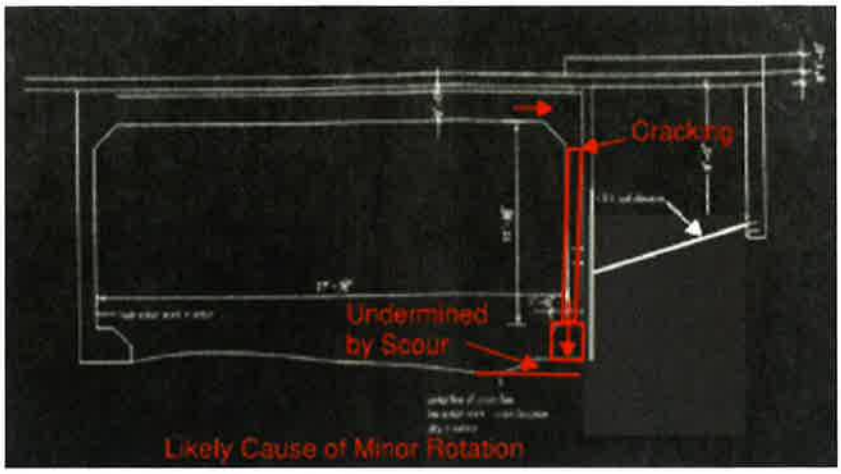
A quick seismic analysis indicates that the short and long period seismic acceleration at this site is Ss = 1.60 g and S1 = 0.60 g, which is a typical mid-range earthquake force for the Bay Area. Therefore, this structure does not pose any higher seismic risk activity than what is typical for the Bay Area and is located far enough away from existing identified fault zones to have no anticipated source impacts from unforeseen earthquake activity.

OBSERVATIONS AND FINDINGS

Based on the structural observations conducted on the September 9th and 10th, the bridge historically underwent significant scour events that caused the footings on the Northeast Abutment to be scoured and undermined. This could have occurred over an extended period of successive floods or a single event that impacted the bridge but were not documented as part of this Assessment. There is evidence of some settlement behind the Southeast Abutment on the sidewalk of San Anselmo Avenue.

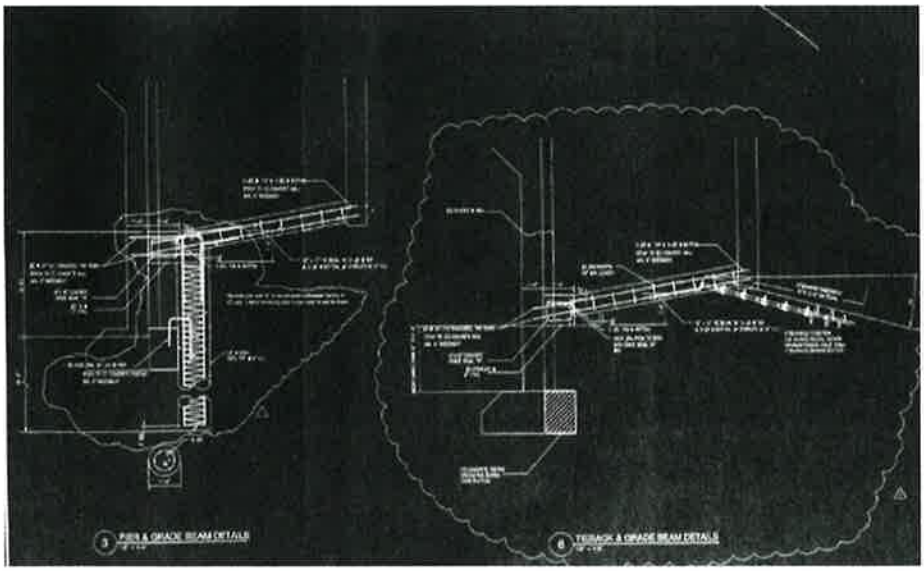
Minor Settlement of Sidewalk over Southeastern Abutment

What is observed and deduced in this report is that the Northeast Abutment appears to have rotated and the structure has slightly racked laterally to the Northeast. Because the bridge was previously locked from movement and had substantial reinforcement in the pilasters (6-#6 Bars) and knee braces, the structure did not collapse; it appears to have simply rotated to a new point of equilibrium. It should be prudent to note that the columns did not undergo full plastic hinging as the reinforcement does not appear to have lost section and confinement reinforcement is still intact. It appears that only the cover has cracked and spalled.



Scour event that caused minor rotation

The racking did, however, cause tension on the back side of the knee brace/pilaster and caused some cracking. The repair strategy used by Ballard and Watkins revolved around the idea of underpinning the footings with doweled-in piers extending into stiff clay or bedrock at 8'0" o.c. In addition, a continuous grade beam with helical piers was used to help restrain the Pilasters from future racking. This also serves be restraining the columns and footings from kicking out towards the creek.



Underpinning and Tiebeams with Helical Piers Repair by Ballard and Watkins

In my professional opinion, based on over 25 years of Engineering practice, this repair strategy has proven effective in stabilizing the structure as it has maintained its integrity for almost 20 years since repairs were completed.

Based on the condition of the structure observed on the September 9th and 10th site visit, the structure does not indicate any significant new cracking or distress. Crack monitors were witnessed on site and appear to have been placed on the structure to determine if new movement has occurred. In my professional observation, I did not identify any movement of the crack monitoring devices and can state at the time of my site visits the structure did not appear to be moving. All movement appeared to have occurred some time ago.

Also noted in my site visits, it is evident that the columns/pilasters have cracked as a result of the scour event(s). This is partial plastic hinging as the columns deflected a few degrees out of plumb. However, reduced structural capacity does appear to have taken place and the structure is sufficient to support applied gravity loads (DL+LL) Fortunately, this cracking does not show signs of severe effect into the core of the column. This suggests there is sufficient capacity to support the nominal pedestrian loading that it currently undergoes.

Cracking due to tension on the back face of the Pilasters/Columns

Other observations include cracks that appear to be at least 10 years in age based on no evidence of freshness. In addition, there appears to be no evidence of significant corrosion cracks and no splitting

or expanding of the concrete. This means that although some corrosion has occurred, it is not significant enough to condemn the structure. Although exposed cracks are not desirable, these observed existing cracks appear to have been there for a long time and have not significantly impacted the structural integrity of this bridge.

On September 10th, the cracks and various areas were "sounded" with a hammer and no areas of hollowness or unsound concrete was determined, except at the areas where concrete segregation was pre-existing. The few locations of segregated concrete that were observed were original to the structure and were most likely the result of poor concrete vibration during construction.

What strengthens my assessment that the structural still has substantial capacity against collapse is the inside face of the Northeastern pilaster/knee braces appear to be in excellent condition with virtually no evidence of cracking.

Inside face of structure is near original condition and structurally sound.

Moreover, since the bridge is braced against lateral movement with soil and tie beams with helical piers and underpinned with drilled piers, the probability for a catastrophic failure is low based on known conditions.

The bridge deck and girders appear to be in good condition.

There is a crack identified in the West Abutment wall that has occurred as a result of a waterline failure at some time in the past, and that was repaired with continuity straps and angle iron. There did not appear to be new movement at that location. This location corresponds to the cracked sidewalk, which remains consistent with waterline failure that occurred sometime in the past.

All this evidence suggests that the structure has been stable in its current condition for approximately 15-20 years and there is no evidence to suggest that any considerable damage has occurred recently.

RECOMMENDATIONS

SHORT TERM (0-5 Years)

Based on a comprehensive review of the engineering plans and performing two site visits, it is my professional opinion as a California Licensed Structural Engineer that the structure does not appear to be in a condition of imminent danger or hazard. Based on the fact that a lot of the former building dead load was removed, and it does not see a H20-44 Truck Loading, the structure is safe for the existing pedestrian use. The structure is currently supporting a pedestrian live load, and since the previous repair has stabilized the structure, I can recommend it remain fully functional as there no inherent danger of collapse or a force majeure event.

That being said, there are some minor repairs that are recommended to be performed over the next year or so:

Repair concrete spalls at the knee braces using the following procedure as I have determined 2 types of

concrete issues in the pilasters:

1) **Type 1 (Surficial Defects)** that are 0.25 to 2" cracks and honeycombing in the cover.

Type 1 Defect

2) **Type 2 (Minor Defects)** that are 1.5 to 3" cracks and honeycombing in the cover and minor entry into the core area.

Type 2 Defect

- **Type 1 Repairs**: it is acceptable to use Caltrans Category 1 Repair Product SikaTop123 Plus. Please ensure manufacturer's recommendations are followed.

- **For Type 2 Repairs**: after performing unsound concrete test and chipping out (hand tools only) unsound concrete, it is acceptable to use Caltrans Category 1 Repair Product SikaTop123 Plus. Please ensure manufacturer's recommendations are followed. Do not remove concrete past the

core of the pilaster as that will weaken the structure. This repair is only required at a few locations on the East Abutment.

If during chipping operations damage to the core of the pilaster is caused, it is recommended to create a 2" air gap around the rebar by chipping the unsound material. A min 4,000 psi mix design of PCC concrete (peagravel blend) shall be used with after first applying a concrete glue. It is recommended to remove the formwork after the pour to perform a wet "strikeoff" finish once the concrete is set.

In addition to these repairs of the column/pilasters, it is recommended to fill in the cracks in the concrete infill walls with Epoxy Resin to seal the cracks and prevent a path for future corrosion. SikaTop 123 Plus, Simpson SET-XP or equivalent may be used.

Finally, paint all repaired areas with Xypex Concentrate Skim Coat per manufacturer's recommendations.

Estimated cost of repair: $10,000 - $15,000

In addition to these minor repairs, an annual inspection and crack monitoring program is recommended post-storm season to continue to evaluate any potential movement, new cracks, or new scour. A licensed professional engineer shall perform this inspection and prepare a report.

LONG TERM (6-40 Years)

The potential for long-term effects could grow with successive flood events, seismic activity, and increased P-delta on the column/pilasters which will gradually reduce the service life of the structure. Therefore, if this structure is intended to be kept long term, it is recommended a repair strategy using FRP shall be employed.

If this structure is required to be preserved long term (leaving Hydraulic factors aside), it is my professional recommendation that strengthening the pilasters/knee braces by wrapping them with Fiber Reinforced Polymer (FRP) to increase their stiffness, eliminate the effects of P-delta and stop any path for corrosion be implemented. If FRP is performed on the damaged pilasters, the service life of the structure could be increased by up to 40 years. The FRP work should be perform in conjunction with locking the superstructure from racking using steel or timber braces.

Example FRP beam/column repair at 526 San Anselmo Ave

Another concept for your consideration would be to add structural steel braces to the rotated location of the pilaster which would be bolted to both the pilaster and the tie-beam.

HSS Brace to Restrain Knee-Brace and prevent racking

In addition, a more long-term repair of the area on the Southwest Abutment damaged by the waterline burst should be implemented. Considering that this repair would add approximately 35 years of life to this structure, it should be something worth considering.

Estimated cost of repair: $150,000 - $300,000

LIMITATIONS

The following recommendations have been made based solely on visual inspection of the existing field conditions on September 9, 2022, and September 10, 2022, and the approved structural plans by Ballard and Watkins dated August 2001. All photos were taken on Sept 9 and 10th, 2022 by S. Jhutti. Third party readers of this report do so at their own risk and should engage their own experts.

The client has agreed to limit the liability of Sunny Jhutti, SE and Substrate, Inc to the amount of $10,000 or the fee whichever is smaller, for any and all matter arising from these visual examination and report. No destructive testing was performed. No calculations were performed. Substrate, Inc did not have historical records or inspection reports of this bridge at the time of this report. Cost Estimates are ballpark in nature, the City shall obtain in independent cost estimate for work performed in the Recommendation Section. Sunny Jhutti, SE and Substrate, Inc shall assume no liability for other parties who use this report without expressed written consent of the undersigned.

If you have any questions, please give me a call at 415.246.4920. Thank you.

Sincerely,

Sunny Jhutti, S.E. 5238
Principal

Robyn Clifford

From:	John Crane <johncranefilms@gmail.com>
Sent:	Monday, September 19, 2022 3:31 PM
To:	Katie Rice; Connolly, Damon; Rodoni, Dennis; smoultonpeters@marincounty.org; Judy; Eric@ericlucan.com; ELucan@marincounty.org; BOS; Town Council; towncouncil@townofross.org
Subject:	RE: BB2 "Emergency Removal" Is Dubious at Best
Attachments:	Katie Rice Identified Funding 9.18, 2018.mov; Town of San Anselmo - Structural Peer Review-Assessment - 632-636 San Anselmo Avenue..pdf; ApprovedBOS_LTR_20150413 _HMGP_FEMA_Agmt DO NO HARM BEST•••• copy.pdf

Marin County Flood Control and Water Conservation District Board of Supervisors

RE: BB2 "Emergency Removal" Is Dubious At Best

The District has decided BB2 needs urgent "emergency removal." The Town of San Anselmo doesn't agree, and I hope you will read the SA Structural Engineer's report re: BB2 that is attached. It is significant that a professional engineer is willing to attest to BB2's safety for current use.

Not only are there differences of opinion among the engineering reports, the professionalism of Sunny Jhutti, PE, SE report prepared for the Town of San Anselmo contrasts markedly with the speculation inherent in Michael Watkins' report submitted to the public works department regarding earthquakes and safety. It should be noted that a major earthquake could cause structural collapse to any number of buildings and bridges in Marin County. I hope you will compare the two reports.

Jhutti states:

> *"A quick seismic analysis indicates that the short and long period seismic acceleration at this site is Ss = 1.60 g and S1 = 0.60 g, which is a typical mid-range earthquake force for the Bay Area. Therefore, this structure does not pose any higher seismic risk activity than what is typical for the Bay Area and is located far enough away from existing identified fault zones to have no anticipated source impacts from unforeseen earthquake activity."*

Under Supervisor Rice's leadership the County is doing everything it can to circumvent FEMA's "no rise" rule which requires mitigation to downstream residents impacted by the SAFRR project. The District's experimental baffle proposed to replicate BB2 flow constriction and provided no flood remediation whatsoever, however, it proved that the County understands FEMA's "no rise" regulation. Prior to the "emergency removal" ploy, the Board had approved funding for peer review and design of that baffle to avoid downstream impacts. At the 4.21.20 meeting Supervisor Rice said, "I just want to re-emphasize the work that would be happening in terms of demolition this summer is not going to have any impact downtown or downstream." Please see video at: https://vimeo.com/730629428

FEMA's 'no-rise' was endorsed by the MCFCWC District on October 21, 2014. This Board acts as the Marin County Flood Control and Water Conservation District Board of Supervisors. The signed agreement states that "*improvements in one location do not increase the risk of flooding elsewhere.*" (Please see attached agreement)

Declaring the BB2 structure "unsafe" and at risk of "catastrophic failure" is yet another attempt to thwart FEMA guidelines and evade mitigation justly due downstream homeowners. Morally, mitigation must be done before work can be performed in the creek. Had a portion of the millions of dollars spent on consultants been spent on the acknowledged need for mitigation, the County's current lack of funding for mitigation might have been avoided.

Supervisor Katie Rice said she wouldn't endorse a project that lacked funding. But she has. (*Please see attached video or* https://vimeo.com/751410501) Katie Rice said she would provide mitigation. But she hasn't. But what about the rest of you? Will you demonstrate bad faith by supporting this dubious demolition?

For my money as a taxpayer: "When you're in a hole, stop digging."

Respectfully,
John Crane
86 Sir Francis Drake Blvd.

John Crane Films
415.847.5054
email: johncranefilms@gmail.com

September 15, 2022

Mr. Sean Condry, Public Works and Building Director
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

Substrate, Inc
270 Crest Rd
Novato, CA 94945
T: 415.246.4920
substrateinc.com

Sunny Jhutti, PE, SE
Construction Manager
sunny@substrateinc.com

Subject: Structural Assessment and Peer Review of Building Bridge #2 – 632-636 San Anselmo Avenue, San Anselmo, CA 94960

Dear Mr. Condry:

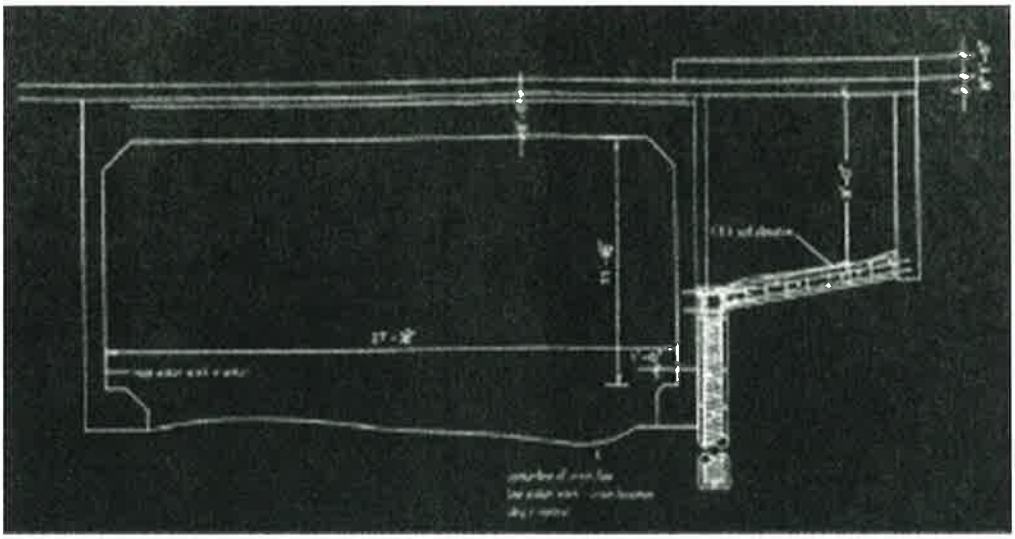
On September 9, 2022, Sunny Jhutti, SE, of Substrate, Inc performed a site visit of Building Bridge #2 on 632-636 San Anselmo Avenue, in San Anselmo, California. A subsequent site visit was performed on September 10th, 2022.

Building Bridge #2

These site visits and observations were part of a Structural Assessment and Peer Review performed on behalf of the City of San Anselmo and to review the structural adequacy of the existing structure in its current state and as a Peer Review of the Structural Foundation Repair Plans by Ballard and Watkins, which addressed the repair of the foundation of this bridge in August 2001, with revisions approved in October 2022. The actual repair work was performed in 2003.

DESCRIPTION OF PROJECT

The project is a "building bridge" that was likely constructed post war (circa 1945-1950) as evidenced by the board-formed concrete and round rebar discovered on site. The bridge type is a single span T-girder slab bridge sitting atop concrete pilasters and shallow spread foundations that spans (27'3") over San Anselmo Creek. The pilasters have in-fill walls that help with transverse shear capacity of the structure.



Building Bridge #2 – Plans by Ballard and Watkins

Originally the site of a gas station building that was built atop the bridge, the gas station was removed in the 1960's or 1970's and the area was closed to vehicular traffic and has served as a park and pedestrian pathway ever since.

The bridge was designed for the dead load of the building plus an H12 or H20-44 Live Load, none of which the structure sees today as the building has been removed and the only Live Loading is a Pedestrian Live Load of 100 PSF.

Site Location

Serves as a park today

SITE GEOLOGY

The regional bedrock geology consists of complexly folded, faulted, sheared, and altered sedimentary, igneous, and metamorphic rock of the Jurassic-Cretaceous age (65-190 million years ago) Franciscan Complex (MPEG 2020). Regional geologic mapping by the USGS indicates the site consists of alluvial deposits (MPEG 2020). Alluvial deposits are composed of loose to soft and friable sand, gravel, and clay. Franciscan Complex bedrock is mapped beneath the alluvium. Based on my site visit there were shallow outcroppings of bedrock were observed and noted for this report.

SEISMICITY OF REGION

The building site is in a zone of known seismicity. The San Andreas Fault located approximately 8 miles from the site is an 8.0 Maximum Credible Earthquake (MCE) fault and the Rodgers Creek/North Hayward Fault, a 7.0 MCE Fault, is around 15 miles away.

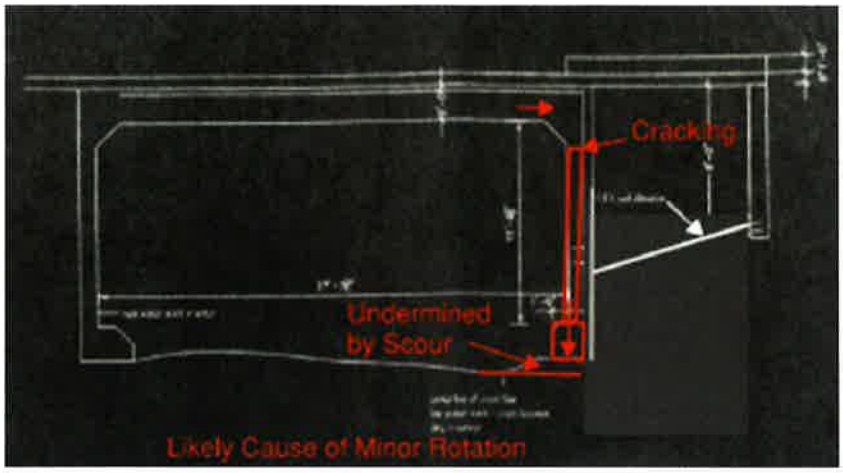
A quick seismic analysis indicates that the short and long period seismic acceleration at this site is Ss = 1.60 g and S1 = 0.60 g, which is a typical mid-range earthquake force for the Bay Area. Therefore, this structure does not pose any higher seismic risk activity than what is typical for the Bay Area and is located far enough away from existing identified fault zones to have no anticipated source impacts from unforeseen earthquake activity.

OBSERVATIONS AND FINDINGS

Based on the structural observations conducted on the September 9th and 10th, the bridge historically underwent significant scour events that caused the footings on the Northeast Abutment to be scoured and undermined. This could have occurred over an extended period of successive floods or a single event that impacted the bridge but were not documented as part of this Assessment. There is evidence of some settlement behind the Southeast Abutment on the sidewalk of San Anselmo Avenue.

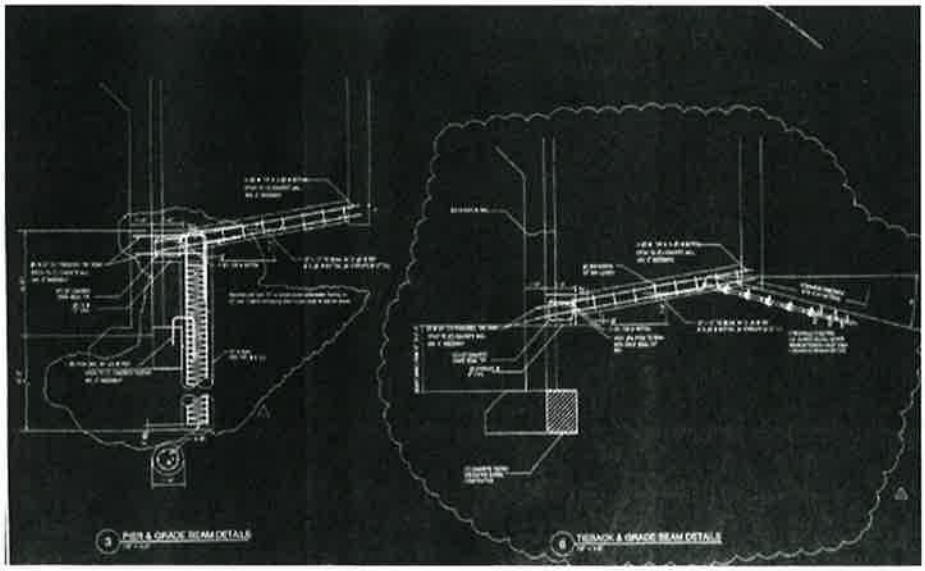
Minor Settlement of Sidewalk over Southeastern Abutment

What is observed and deduced in this report is that the Northeast Abutment appears to have rotated and the structure has slightly racked laterally to the Northeast. Because the bridge was previously locked from movement and had substantial reinforcement in the pilasters (6-#6 Bars) and knee braces, the structure did not collapse; it appears to have simply rotated to a new point of equilibrium. It should be prudent to note that the columns did not undergo full plastic hinging as the reinforcement does not appear to have lost section and confinement reinforcement is still intact. It appears that only the cover has cracked and spalled.



Scour event that caused minor rotation

The racking did, however, cause tension on the back side of the knee brace/pilaster and caused some cracking. The repair strategy used by Ballard and Watkins revolved around the idea of underpinning the footings with doweled-in piers extending into stiff clay or bedrock at 8'0" o.c. In addition, a continuous grade beam with helical piers was used to help restrain the Pilasters from future racking. This also serves be restraining the columns and footings from kicking out towards the creek.



Underpinning and Tiebeams with Helical Piers Repair by Ballard and Watkins

In my professional opinion, based on over 25 years of Engineering practice, this repair strategy has proven effective in stabilizing the structure as it has maintained its integrity for almost 20 years since repairs were completed.

Based on the condition of the structure observed on the September 9th and 10th site visit, the structure does not indicate any significant new cracking or distress. Crack monitors were witnessed on site and appear to have been placed on the structure to determine if new movement has occurred. In my professional observation, I did not identify any movement of the crack monitoring devices and can state at the time of my site visits the structure did not appear to be moving. All movement appeared to have occurred some time ago.

Also noted in my site visits, it is evident that the columns/pilasters have cracked as a result of the scour event(s). This is partial plastic hinging as the columns deflected a few degrees out of plumb. However, reduced structural capacity does appear to have taken place and the structure is sufficient to support applied gravity loads (DL+LL) Fortunately, this cracking does not show signs of severe effect into the core of the column. This suggests there is sufficient capacity to support the nominal pedestrian loading that it currently undergoes.

Cracking due to tension on the back face of the Pilasters/Columns

Other observations include cracks that appear to be at least 10 years in age based on no evidence of freshness. In addition, there appears to be no evidence of significant corrosion cracks and no splitting

or expanding of the concrete. This means that although some corrosion has occurred, it is not significant enough to condemn the structure. Although exposed cracks are not desirable, these observed existing cracks appear to have been there for a long time and have not significantly impacted the structural integrity of this bridge.

On September 10th, the cracks and various areas were "sounded" with a hammer and no areas of hollowness or unsound concrete was determined, except at the areas where concrete segregation was pre-existing. The few locations of segregated concrete that were observed were original to the structure and were most likely the result of poor concrete vibration during construction.

What strengthens my assessment that the structural still has substantial capacity against collapse is the inside face of the Northeastern pilaster/knee braces appear to be in excellent condition with virtually no evidence of cracking.

Inside face of structure is near original condition and structurally sound.

Moreover, since the bridge is braced against lateral movement with soil and tie beams with helical piers and underpinned with drilled piers, the probability for a catastrophic failure is low based on known conditions.

The bridge deck and girders appear to be in good condition.

There is a crack identified in the West Abutment wall that has occurred as a result of a waterline failure at some time in the past, and that was repaired with continuity straps and angle iron. There did not appear to be new movement at that location. This location corresponds to the cracked sidewalk, which remains consistent with waterline failure that occurred sometime in the past.

All this evidence suggests that the structure has been stable in its current condition for approximately 15-20 years and there is no evidence to suggest that any considerable damage has occurred recently.

RECOMMENDATIONS

SHORT TERM (0-5 Years)

Based on a comprehensive review of the engineering plans and performing two site visits, it is my professional opinion as a California Licensed Structural Engineer that the structure does not appear to be in a condition of imminent danger or hazard. Based on the fact that a lot of the former building dead load was removed, and it does not see a H20-44 Truck Loading, the structure is safe for the existing pedestrian use. The structure is currently supporting a pedestrian live load, and since the previous repair has stabilized the structure, I can recommend it remain fully functional as there no inherent danger of collapse or a force majeure event.

That being said, there are some minor repairs that are recommended to be performed over the next year or so:

Repair concrete spalls at the knee braces using the following procedure as I have determined 2 types of

concrete issues in the pilasters:

1) **Type 1 (Surficial Defects)** that are 0.25 to 2" cracks and honeycombing in the cover.

Type 1 Defect

2) **Type 2 (Minor Defects)** that are 1.5 to 3" cracks and honeycombing in the cover and minor entry into the core area.

Type 2 Defect

- **Type 1 Repairs**: it is acceptable to use Caltrans Category 1 Repair Product SikaTop123 Plus. Please ensure manufacturer's recommendations are followed.

- **For Type 2 Repairs**: after performing unsound concrete test and chipping out (hand tools only) unsound concrete, it is acceptable to use Caltrans Category 1 Repair Product SikaTop123 Plus. Please ensure manufacturer's recommendations are followed. Do not remove concrete past the

core of the pilaster as that will weaken the structure. This repair is only required at a few locations on the East Abutment.

If during chipping operations damage to the core of the pilaster is caused, it is recommended to create a 2" air gap around the rebar by chipping the unsound material. A min 4,000 psi mix design of PCC concrete (peagravel blend) shall be used with after first applying a concrete glue. It is recommended to remove the formwork after the pour to perform a wet "strikeoff" finish once the concrete is set.

In addition to these repairs of the column/pilasters, it is recommended to fill in the cracks in the concrete infill walls with Epoxy Resin to seal the cracks and prevent a path for future corrosion. SikaTop 123 Plus, Simpson SET-XP or equivalent may be used.

Finally, paint all repaired areas with Xypex Concentrate Skim Coat per manufacturer's recommendations.

Estimated cost of repair: $10,000 - $15,000

In addition to these minor repairs, an annual inspection and crack monitoring program is recommended post-storm season to continue to evaluate any potential movement, new cracks, or new scour. A licensed professional engineer shall perform this inspection and prepare a report.

LONG TERM (6-40 Years)

The potential for long-term effects could grow with successive flood events, seismic activity, and increased P-delta on the column/pilasters which will gradually reduce the service life of the structure. Therefore, if this structure is intended to be kept long term, it is recommended a repair strategy using FRP shall be employed.

If this structure is required to be preserved long term (leaving Hydraulic factors aside), it is my professional recommendation that strengthening the pilasters/knee braces by wrapping them with Fiber Reinforced Polymer (FRP) to increase their stiffness, eliminate the effects of P-delta and stop any path for corrosion be implemented. If FRP is performed on the damaged pilasters, the service life of the structure could be increased by up to 40 years. The FRP work should be perform in conjunction with locking the superstructure from racking using steel or timber braces.

Example FRP beam/column repair at 526 San Anselmo Ave

Another concept for your consideration would be to add structural steel braces to the rotated location of the pilaster which would be bolted to both the pilaster and the tie-beam.

HSS Brace to Restrain Knee-Brace and prevent racking

In addition, a more long-term repair of the area on the Southwest Abutment damaged by the waterline burst should be implemented. Considering that this repair would add approximately 35 years of life to this structure, it should be something worth considering.

Estimated cost of repair: $150,000 - $300,000

LIMITATIONS

The following recommendations have been made based solely on visual inspection of the existing field conditions on September 9, 2022, and September 10, 2022, and the approved structural plans by Ballard and Watkins dated August 2001. All photos were taken on Sept 9 and 10th, 2022 by S. Jhutti. Third party readers of this report do so at their own risk and should engage their own experts.

The client has agreed to limit the liability of Sunny Jhutti, SE and Substrate, Inc to the amount of $10,000 or the fee whichever is smaller, for any and all matter arising from these visual examination and report. No destructive testing was performed. No calculations were performed. Substrate, Inc did not have historical records or inspection reports of this bridge at the time of this report. Cost Estimates are ballpark in nature, the City shall obtain in independent cost estimate for work performed in the Recommendation Section. Sunny Jhutti, SE and Substrate, Inc shall assume no liability for other parties who use this report without expressed written consent of the undersigned.

If you have any questions, please give me a call at 415.246.4920. Thank you.

Sincerely,

Sunny Jhutti, S.E. 5238
Principal

COUNTY OF MARIN

DEPARTMENT OF PUBLIC WORKS

Quality, Excellence, Innovation

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DIRECTOR

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Stormwater Program

Transportation & Traffic Operations

Waste Management

October 21, 2014

APPROVED
OCT 21 2014
Marin County
Flood Control & Water Conservation District
Board of Supervisors

Board of Supervisors
Marin County Flood Control & Water Conservation District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Agreement with the Town of San Anselmo for funding applications to the FEMA Hazard Mitigation Grant Program and 2014 Flood Mitigation Assistance program for the Building Bridge #2 Project.

Dear Board Members:

RECOMMENDATIONS: Approve the Agreement

SUMMARY: Over the last 12 months, the Town of San Anselmo has been working to obtain grant funding for Building Bridge #2, a project in the Ross Valley Flood Protection and Watershed Program's 10 Year Work Plan (10 YWP) that has been identified as one of 13 high priority measures. The project consists of the acquisition and removal of a commercial building that spans Corte Madera Creek in downtown San Anselmo, which creates a flow constriction and backs up flood waters.

Funding is available for such projects through FEMA's Flood Mitigation Assistance (FMA) Program with the goal of reducing or eliminating claims under the National Flood Insurance Program (NFIP) and the Hazard Mitigation Grant Program (HMGP) to implement long-term hazard mitigation measures. Both are administered in the state by CAL OES.

On April 1, 2014, the Board of Supervisors approved an agreement with the Town of San Anselmo to fund a Building Bridge #2 grant application to FEMA for the 2013 Flood Mitigation Assistance (FMA13) Program. The project was not selected in 2013, but CAL OES recommended that the Town revise and resubmit the FMA grant application for the 2014 funding cycle and also prepare a separate application for the 2014 HMGP.

The Town procured outside professional services to complete a conceptual design, estimate project costs, and prepare the applications. The revised project cost estimate is $3.3 million. The HMGP application was submitted on June 12, 2014, and FMA14 application was submitted on July 24, 2014. If either grant is awarded, a 25% local match is required and is proposed to be funded by the Flood Zone 9 fee measure. Additional grants will continue to be sought to reduce the Zone 9 contribution.

By approval of the attached agreement, Flood Zone 9/Ross Valley is agreeing to pay the cost needed to prepare and submit the HMGP and FMA 14 grant applications in an amount not to exceed $60,200.

FISCAL IMPACT: The total cost for the applications will not exceed $60,200. Funding is available in Flood Zone 9/Ross Valley Fund 23781, Fund Center 6219011000, Professional Services 5210100. There is no impact to the County General Fund by this action.

REVIEWED BY:	[ ]	Department of Finance	[X]	N/A
	[X]	County Counsel	[ ]	N/A
	[ ]	Human Resources	[X]	N/A

Respectfully submitted,

Tracy J. Clay
Principal Civil Engineer

Attachments: Agreement

Merit Doc #10035947

P:\Division-Wide\BOS\2014\Packets\102114_Building Bridge #2 HMGP Grant Application

FUNDING AGREEMENT BETWEEN
MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AND
TOWN OF SAN ANSELMO
REGARDING THE APPLICATIONS FOR HAZARD MITIGATION FUNDING FOR THE ACQUISITION AND REMOVAL OF BRIDGE BUILDING #2 FOR THE PURPOSE OF FLOOD CONTROL

This FUNDING AGREEMENT (AGREEMENT), made and entered into this 26th day of September, 2014 by the Marin County Flood Control and Water Conservation District, hereinafter referred to as "DISTRICT", and the Town of San Anselmo, hereinafter referred to as "RECIPIENT", both in the State of California, collectively the "PARTIES", for the two Applications for Grant Funds under the Federal Emergency Management Agency's Hazard Mitigation Assistance Program and California Office of Emergency Services' Flood Mitigation Assistance program for acquisition and removal of Bridge Building #2 for the purpose of flood control ("APPLICATIONS").

SECTION 1: RECITALS

1. In response to the flood event of December 31, 2005 the DISTRICT, in cooperation with the City of Larkspur, the Towns of Fairfax, Ross, and San Anselmo, and the unincorporated communities of Kentfield, Greenbrae, and Sleepy Hollow, initiated the Flood Zone 9 Ross Valley Flood Protection and Watershed Program (Program);

2. In June 2007 the property owners of Ross Valley voted to assess themselves a fee (Watershed Fee) that raises approximately $2.2 million annually for 20 years for carrying out the Program;

3. The DISTRICT carried out a study to investigate the feasibility of creating a 100-year-flood level of protection resulting in the January 2011 "Ross Valley Capital Improvement Plan Study" (CIP Study) report by Stetson Engineers Inc.;

4. The report identified over 180 projects and improvements that, when implemented in the appropriate sequence, will provide a high level of flood protection for Ross Valley;

5. The adopted principles of Flood Zone 9 seek to "Do No Harm" to insure that improvements in one location do not increase the risk of flooding elsewhere;

6. The overall goal of the Program is to build or retrofit the necessary infrastructure to minimize or reduce damage from a 100-year-flood (as defined at the time of the CIP Study report in January 2011) while maintaining and improving the natural environment and important habitat and ecosystems;

7. The CIP Study is meant to guide flood-related work by the DISTRICT and the Towns and City so that efforts can be coordinated towards the common goal;

8. The CIP Study identifies Bridge-Building #2 (BB2) as a significant limitation to in-channel flood conveyance and responsible for flooding in San Anselmo upstream of the building due to backwatering and downstream of the building due to subsequent out-of-channel flows;

9. In March 2012 the Ross Valley Flood Control Zone 9 Advisory Board adopted the 10-Year Work Program, to set near-term goals and to focus initial implementation of CIP Study measures to provide a 25-year level of flood protection valley wide;

10. The 10-Year Work Program includes acquiring/modifying/removing/retrofitting/raising BB2. The current project described in the APPLICATIONS will include acquiring and removing the existing building for a total estimated cost of $3,308,000;

11. A previous agreement named "FUNDING AGREEMENT BETWEEN MARIN COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND TOWN OF SAN ANSELMO REGARDING THE APPLICATION FOR GRANT FUNDS FOR THE ACQUISITION AND REMOVAL OF BRIDGE BUILDING #2 FOR THE PURPOSE OF FLOOD CONTROL", dated April 1, 2014 was signed by the PARTIES and was in place to fund the 2013 Flood Mitigation Assistance grant (FMA13) application;

12. In April 2014, the RECIPIENT received a determination that the Federal Emergency Management Agency (FEMA) did not approve the application for funding from the FY13 Flood Mitigation Assistance Program for the acquisition and removal of BB2;

13. In April 2014, the RECIPIENT also received a determination from California Office of Emergency Services (CalOES) and FEMA that the acquisition and removal of BB2 may be eligible for the Hazard Mitigation Grant Program (HMGP) and FY14 Flood Mitigation Assistance (FMA14) program;

14. The Town of San Anselmo has contacted the owner of the BB2 structure about the HMGP and FMA14 grant opportunity and the owner has indicated a willingness to sell the parcel upon which it is located;

15. The RECIPIENT desires to initiate, develop, manage, and submit an HMGP proposal to FEMA and to develop, manage and submit an application for FMA14 to CalOES on behalf of the PARTIES to provide for further planning, design, and implementation of the acquisition, removal, site restoration, and ancillary engineering costs of the BB2 structure;

16. The PARTIES agree that, if one or both grants are awarded, subsequent and additional agreement(s) will be required before committing Flood Zone 9 funds, initiating a project, commencing the design, initiating the environmental and permitting process, or carrying out any and all work on the project.

SECTION 2: RESPONSIBILITIES

1. The RECIPIENT Shall:

1.1. Subject to Section 3, Subsection 6 of this AGREEMENT, bear all costs and overall responsibility for submitting the APPLICATIONS including, but not limited to, securing and paying consultants;

1.2. Submit the HMGP grant application to FEMA before the official deadline of December 31, 2014;

1.3. Submit the 2014 Flood Mitigation Assistance grant application to CalOES before the

official deadline of July 25, 2014;

1.4. Undertake and manage all tasks, including but not limited to, administration, planning, Town ordinance requirements, policy issues, public outreach, permitting, regulatory requirements, and approvals necessary to complete the APPLICATIONS according to the FEMA guidelines for the HMGP grant and CalOES guidelines for FMA14 grant;

1.5. Contact and coordinate with DISTRICT staff to obtain existing data needed to complete APPLICATIONS;

1.6. Prior to execution of any consultant contract(s) and/or agreement(s) as part of the APPLICATIONS, provide the DISTRICT with the opportunity to review and comment on the Scope of Work and other Exhibits and Attachments in the contract and incorporate suggested changes as appropriate;

1.7. Initiate, direct, administer, and manage consultant services required to compile and analyze all relevant data to complete APPLICATIONS;

1.8. Submit all drafts of all elements of the APPLICATIONS for review and comment by the DISTRICT including, but not limited to, the work plan, budget, schedule, economic, analysis, and all attachments prior to any submittal to FEMA and CalOES and incorporate suggested changes;

1.9. Coordinate or provide rights-to-enter, encroachment permit(s), and any other necessary access rights and permissions to DISTRICT staff, consultants, and sub-consultant(s),for the performance of work related to services by the DISTRICT;

1.10. Ensure Professional Services contract with third parties provide for ownership by the Town of all APPLICATIONS generated materials, data, drawings, and figures used during the application processes;

1.11. Agree to mutual ownership by the PARTIES of all APPLICATIONS generated materials, data drawings, and figures used during the application processes;

1.12. Upon completion and on-time submission of the APPLICATIONS, submit an invoice to DISTRICT for Eligible Costs and Eligible Expenses for services to prepare the APPLICATIONS but not including costs for Town of San Anselmo staff labor and expenses.

2. The DISTRICT Shall:

2.1. Make available to the RECIPIENT and its consultant(s) any and all available data District has in its possession that is needed to complete the APPLICATIONS;

2.2. Review the Work Plan, Budget, Schedule, Economic Analysis, and all attachments to, and as necessary for the APPLICATIONS;

2.3. Provide a Letter of Financial Support to be included in the APPLICATIONS that confirms the availability of the local funding share, for the APPLICATIONS local match requirement;

2.4. Following the completion and on-time submission of APPLICATIONS to FEMA and

CalOES and upon receipt of certified invoices submitted by RECIPIENT under Section 3, Subsection 15 provide reimbursement to RECIPIENT at a cost not to exceed **$60,200** for charges and expenses incurred as part of APPLICATIONS.

SECTION 3: GENERAL PROVISIONS

1. DEFINITIONS.

1.1. **"Eligible Costs and Expenses"** The reasonable and necessary actual costs and expenses, subject to Section 3, Subsection 6 of this AGREEMENT, which are associated with the work described in Section 2, but not including the Town of San Anselmo's staff labor and expenses;

2. PURPOSE FOR THE FUNDING. These funds are made available by the DISTRICT to the RECIPIENT for the RECIPIENT's Eligible Costs and Eligible Expenses in preparing the APPLICATIONS for funding from the FEMA HMGP and CalOES FMA14 programs. The APPLICATIONS, and project it refers to, are consistent with the DISTRICT's adopted goals.

3. TERM OF FUNDING AGREEMENT. The term of this AGREEMENT shall be from April 1 2014 through June 1, 2015.

4. APPLICATION COSTS. The reasonable cost of the APPLICATIONS, not including the Town of San Anselmo's staff labor and expenses, is estimated to be **$60,200.**

5. APPLICATION SCHEDULES. RECIPIENT shall perform, or cause to be performed, all work related to the preparation and submittal of the APPLICATIONS in accordance with the guidelines issued by FEMA and CalOES and submit the APPLICATIONS before the date deadlines.

6. LIMITS ON DISTRICTS FUNDS. Pursuant to the Ross Valley fee (Watershed Fee) and subject to the availability of funds, DISTRICT will provide funding to RECIPIENT in accordance with the terms of this AGREEMENT in an amount not to exceed $60,200. RECIPIENT will only be entitled to DISTRICT funding for Eligible Costs and Eligible Expenses, subject to Section 3, Subsection 7 of this AGREEMENT. RECIPIENT agrees to fund the difference, if any, between the actual application costs and the amount provided by the DISTRICT to complete the APPLICATIONS. DISTRICT'S obligations hereunder shall not at any time exceed the amount approved and certified by the DISTRICT for the purpose and period stated in such certification. No additional funds shall be available under this AGREEMENT unless and until the DISTRICT gives its certified prior written authorization.

7. ELIGIBLE APPLICATION COSTS AND EXPENSES. Eligibility for DISTRICT funding for a flood control project, grant application, study, or design initiated by the RECIPIENT will be contingent upon the following general criteria:

7.1. Compliance with the terms of the Watershed Fee ordinance adopted July 17, 2007 by the Board of Supervisors of the Marin County Flood Control and Water Conservation District;

7.2. Conformity to the list of projects in the Adopted 10-Year Work Program and to the

Adopted Principles and Goals of the Flood Zone 9/Ross Valley Flood Protection and Watershed Program;

7.3. Compliance with all local, state and federal laws and regulations.

8. FUNDING REQUEST APPROVAL. A description of the Scope of Work and Budget for the process of submitting the HMGP grant application and the FMA14 grant application by the RECIPIENT will be incorporated into this AGREEMENT as **Exhibit A**. RECIPIENT may not make any changes to **Exhibit A** without prior written approval of DISTRICT. Approval by DISTRICT of a change to scope shall not constitute an increase in the funding amount unless additional funds are approved in writing by the DISTRICT Board of Supervisors.

9. APPLICATIONS REVIEW. RECIPIENT shall respond to and provide the DISTRICT with any requested APPLICATIONS information within 5 business days of its request.

10. COMPLIANCE WITH LAW. In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall comply with all applicable federal, state and local laws, ordinances and regulations in any manner affecting the performance of this AGREEMENT, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

11. ENVIRONMENTAL COMPLIANCE. RECIPIENT shall be solely responsible for obtaining, complying with, and implementing all environmental and regulatory permits necessary for the preparation of the APPLICATIONS.

12. FINANCES. All Eligible Costs and Eligible Expenses charged to the APPLICATIONS shall be supported by properly prepared and documented time records, invoices, and/or vouchers.

14. RECORDS. All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the APPLICATIONS shall be maintained by RECIPIENT for a period of 10 Years, which is the DISTRICT's legal record retention period.

15. REIMBURSEMENTS. Payment will be made after completion and submittal of APPLICATIONS upon receipt by the DISTRICT of an invoice and all supporting documents, unless another arrangement is agreed to in writing by RECIPIENT and the DISTRICT.

16. ELIGIBLE COSTS AND ELIGIBLE EXPENSES. RECIPIENT shall expend funds only on tasks referenced in Section 2 and according to the criteria in Section 3, Subsection 7 or as agreed to in writing by DISTRICT.

17. AUDITS. DISTRICT reserves the right to request an audit for any reason. If RECIPIENT is subject to third party financial audit requirements, copies of audits performed in fulfillment of such requirements shall be provided to the DISTRICT.

18. REPAYMENT OF INELIGIBLE COSTS. DISTRICT will not pay RECIPIENT for costs that are not considered Eligible Costs or Eligible Expenses under this AGREEMENT.

19. RIGHT TO WITHHOLD. The DISTRICT may withhold funds if it determines that the RECIPIENT is not in compliance with the terms of this AGREEMENT, or:

19.1. If DISTRICT determines that the APPLICATIONS are not being implemented substantially in accordance with the provisions of this AGREEMENT, or the RECIPIENT has failed in any other respect to substantially comply with the provisions of this AGREEMENT, the Adopted Principles and Goals, and the Adopted 10-Year Work Program of the Ross Valley Flood Protection and Watershed Program, the DISTRICT may withhold funds. If RECIPIENT does not remedy any such failure to the DISTRICT'S satisfaction, DISTRICT may withhold from RECIPIENT all or any portion of the funding commitment and take any other action that it deems necessary to protect its interests;

19.2. If DISTRICT notifies RECIPIENT of its decision to withhold the entire funding amount pursuant to Section 3, Subsection 19.1, this AGREEMENT shall terminate upon receipt of such notice by RECIPIENT and the DISTRICT shall no longer be required to provide funds under this AGREEMENT.

20. RESCISSION OF AUTHORIZATION OF FUNDS. DISTRICT may adjust its allocation at any time with RECIPIENT's written concurrence. DISTRICT reserves the right to rescind its authorization of any unused or unneeded funds prior to, or at the time of the expiration of the AGREEMENT.

21. TERMINATION

21.1. **TERMINATION FOR CAUSE.** RECIPIENT agrees that, upon ten (10) working days written notice, DISTRICT may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT;

22. CORRECTION OF BREACH. For purposes under this subsection, a breach shall be defined as a violation of any section of this AGREEMENT. With respect to any breach, RECIPIENT shall have five (5) working days from the date of notice of breach to cure the breach.

23. LIABILITY, INDEMNIFICATION AND GENERAL LIABILITY

23.1. Indemnification. RECIPIENT shall indemnify, protect, defend and hold harmless the DISTRICT from and against any and all losses arising from, in connection with RECIPIENT's performance of this AGREEMENT, including, but not limited to, the following: (a) a material breach of this AGREEMENT by RECIPIENT; (b) a material breach of any representation or warranty of RECIPIENT contained in this AGREEMENT; (c) any personal injury or death caused, directly or indirectly, by any act or omission of RECIPIENT or its employees, sub-grantees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of RECIPIENT or its employees, sub-grantees or agents. The foregoing indemnity obligation shall not apply to losses arising from the sole negligence and willful misconduct of the DISTRICT. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and DISTRICT'S costs of investigating any claims against DISTRICT;

23.2. Duty to Defend; Notice of Loss. RECIPIENT acknowledges and agrees that its obligation to defend the DISTRICT herein: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any loss which actually or potentially

falls within the scope of the above stated subsection, regardless of whether the allegations asserted in connection with such loss are or may be groundless, false or fraudulent; and (c) arises at the time the loss is tendered to RECIPIENT by the DISTRICT and continues at all times thereafter. The DISTRICT shall give RECIPIENT prompt notice of any loss and RECIPIENT shall have the right to defend, settle and compromise any such loss; provided, however, that the DISTRICT shall have the right to retain its own counsel at the expense of RECIPIENT if representation of DISTRICT by the counsel retained by RECIPIENT would be inappropriate due to conflicts of interest between the PARTIES. DISTRICT'S failure to notify RECIPIENT promptly of any loss shall not relieve RECIPIENT of any liability unless such failure materially impairs RECIPIENT'S ability to defend such loss. RECIPIENT shall seek the DISTRICT'S prior written consent to settle or compromise any loss if RECIPIENT contends that DISTRICT shares in liability with respect thereto;

23.3. Incidental and Consequential Damages. Losses covered under the above subsections shall include any and all incidental and consequential damages resulting in whole or in part from RECIPIENT's acts or omissions. Nothing in this AGREEMENT shall constitute a waiver or limitation of any rights that DISTRICT may have under applicable law with respect to such damages.

24. LIMITATION ON LIABILITY OF DISTRICT. DISTRICT's obligations under this AGREEMENT shall be limited to the aggregate amount of grant funds actually disbursed hereunder. Notwithstanding any other provision contained in this AGREEMENT or any other document or communication relating to this AGREEMENT, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including lost profits, arising out of or in connection with this AGREEMENT, the grant funds, the grant plan or any activities performed in connection with this AGREEMENT.

25. OBLIGATIONS. Termination of this AGREEMENT will not invalidate the indemnification requirements and/or obligations properly incurred by RECIPIENT before the termination date; to the extent those obligations cannot be canceled.

26. INTEGRATION. This AGREEMENT represents the entire AGREEMENT of the PARTIES with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

27. AMENDMENT. Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing and approved by all parties hereto. This AGREEMENT may be amended by a designated official from each PARTY.

28. INDEPENDENT AGENCY. RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of DISTRICT. None of RECIPIENT'S agents or employees shall be agents or employees of DISTRICT. Funding RECIPIENT is acting in an independent capacity and is solely responsible for the APPLICATION. Review or approval of all APPLICATION-related documents by DISTRICT is solely for the purpose of proper administration of funds by DISTRICT and shall not be deemed to relieve or restrict RECIPIENT's responsibility for the preparation, submission, management, or control of the APPLICATIONS.

29. ASSIGNMENT. The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

30. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES. This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of RECIPIENT. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

31. SEVERABILITY. Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

32. ACCEPTANCE OF DISTRICT FUNDS. RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept DISTRICT funds and/or management, engineering, or administrative support, and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

33. RELATIONSHIP OF PARTIES. RECIPIENT is acting in an independent capacity and is solely responsible for the contracting of consultant services, public outreach, preparation of the concept design, management of the preparation and on-time submission of the APPLICATIONS, and the submission of all products of this APPLICATIONS process to the DISTRICT as described above.

34. SUCCESSORS; NO THIRD-PARTY BENEFICIARIES. Nothing in this AGREEMENT, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this AGREEMENT or any covenants, conditions or provisions contained herein.

35. RESOLUTION OF SIGNATORY AUTHORITY REQUIRED. Upon request of DISTRICT, RECIPIENT shall deliver to DISTRICT a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this AGREEMENT, certified as true, accurate and complete by the appropriate authorized representative of RECIPIENT.

36. SURVIVAL OF TERMS. The obligations of RECIPIENT, the terms and duties agreed upon by RECIPIENT in this AGREEMENT shall survive and continue following expiration or termination of this AGREEMENT.

Statement of Agreement

It is mutually agreed and understood that, upon signing of this AGREEMENT:

The PARTIES agree to cooperate and coordinate efforts for the submission of two grant applications for project funding for the removal of Bridge Building #2 in the Hazard Mitigation

Grant Program and the 2014 Flood Mitigation Assistance program.

Contracts and Notices

All notices under this AGREEMENT shall be in writing (unless otherwise specified) delivered to the parties by hand, by commercial courier service, or by United States mail, postage prepaid, addressed to the parties at the addresses set forth below or such other addresses as the parties may designate by notice.

For RECIPIENT:
Sean Condry
Department of Public Works Director
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

For DISTRICT:
Scott Lyle
Capital Planning and Project Manager
Marin County Flood Control and Water Conservation District
3501 Civic Center Drive, Room 304
San Rafael, California 94903
Phone: (415) 473-6215
slyle@marincounty.org

Duration and Termination

The terms of this AGREEMENT shall remain in full force and effect for 10 years from the date adopted and signed. This AGREEMENT may be renewed by the mutual consent of all parties.

DISTRICT:

By: Kathrin Sears

Kathrin Sears
President, Board of Supervisors

Print Title

By:.

District Counsel

RECIPIENT:

By: Sean Condry

SEAN CONDRY
Print Name

Public Works Director
Print Title

By: Robert Epstein

Town Attorney

Exhibit A
Building Bridge 2 Grant Application Costs

San Anselmo DPW

August 19, 2014

Listed below is a summary of costs estimated to complete two grant applications for funding the removal of Building Bridge 2. The following pages of this exhibit contain detailed budgets and scopes of work for each firm listed in the summary.

Hazard Mitigation Grant Program (HGMP) Application

Stetson Engineers Inc	Application	$22,476
GANDA	Cultural and Biological Resources	$7,975
KWA	Relocation Services	$1,398
William Goodwin	Appraisal	$1,750
Subtotal		**$33,599**

Flood Mitigation Assistance (FMA) Application

Stetson Engineers Inc	Application	$10,000
GANDA	Cultural and Biological Resources	$7,975
KWA	Relocation Services	$1,398
William Goodwin	Appraisal	$1,750
Subtotal		**$21,123**

Total		**$54,722**
Contingency	~10%	$5,478
Grand Total		**$60,200**

ATTACHMENT #2

STETSON ENGINEERS INC.

2171 E. Francisco Blvd., Suite K • San Rafael, California 94901
Phone: (415) 457-0701 • FAX: (415) 457-1638 • email: sr@stetsonengineers.com
Covina and Bakersfield, California • Mesa, Arizona • Centennial, Colorado • Reno, Nevada

Exhibit A

April 28, 2014 San Rafael

Sean Condry, P.E.
Public Works Director
Town of San Anselmo, Public Works
525 San Anselmo Avenue
San Anselmo, CA 94960

Re: Proposal to Prepare Application for FEMA Hazard Mitigation Grant Program (HMGP) Funding for Building Bridge #2 Project

Dear Mr. Condry:

Stetson Engineers Inc. is pleased to submit this proposal to prepare an application and associated technical documents for FEMA HMGP grant funding for the Building Bridge #2 Project.

In general the requirements for the FEMA HMGP grant application are similar to those for FEMA Flood Mitigation Assistance (FMA) grant application that the Town applied for last year, but there are some differences. The FEMA HMGP grant application will require some additional information on the project, including design and cost details and an expansion of the benefit-cost analysis (BCA).

Last year's FMA grant application found that the Project has a present value of benefits, in terms of prevented flood damage to building, in the amount of about $2,374,500, with and a benefit-cost ratio at about 1.04 based on a Project cost of $2,294,000. It is important to point out that only 34 buildings were selected and considered in computing the prevented flood damage in the BCA, while more than 400 buildings were identified as benefitting from the Project. If all 400 buildings were considered in the flood mitigation benefit analysis, the benefit-cost ratio would have further exceeded 1.0. At a pre-application meeting on March 10, 2014, CalOES staff indicated that in order to make the project more competitive, the BCA analysis should be expanded to consider the additional buildings identified as benefitting from the Project. This will require elevation survey of the first floor elevation (FFE) and inspection of the configuration of these additional buildings. Since it would be costly to survey all 400 buildings, a smaller set should be selected composed of buildings most vulnerable to flood damage.

Following is our proposed scope of work and estimated cost.

Task 1 – Survey of First Floor Elevation and Inspection of Configuration of Additional Buildings

The Town, with assistance from Stetson, will select 30-40 additional buildings most vulnerable to flood damage for the FFE survey. Stetson, with the assistance of one staff person from the Town, will survey the selected buildings. Since the buildings are privately-owned, the Town will need to obtain the necessary permission to access the properties for the survey. During the survey, Stetson will inspect the configuration of the buildings and take photos as required for the BCA. Stetson will prepare data sheets for all buildings surveyed and inspected for inclusion into the BCA documentation. Data sheets will be presented in the following example form.

Example Building Information Sheet

Street Address	
Building Type (one-story, two or more stories, split level, or other)	
Foundation Type (slab, pier, or pile)	
Any Basement? (yes or no)	
Finished or Unfinished Basement?	
FFE Location (floor of finished basement or first habitable floor)	
Surveyed Elevation Difference between FFE and BM Elevation	
Surveyed FFE	
Offset for Finished Basement (difference between FFE and the bottom of basement window)	

Task 2 – BCA

Stetson will update the previous BCA by adding the newly surveyed additional buildings into the FEMA BCA Toolkit model version 4.8. Stetson will prepare justification for all data and assumptions used in the BCA analysis.

Task 3 – Preparation of Grant Application Documents

Stetson will complete the application forms and related technical documentation for the Town's HMGP grant application in conformance with the requirements set forth in FEMA's 2013 Hazard Mitigation Assistance Unified Guidance. Major technical information and documentation required for the application include a

Statement of Work (SOW), consisting of a narrative and supporting figures, photos, and graphics that describe the project and benefits, explain technical feasibility and provide justification; preliminary design plans and a project cost estimate; project budget and schedule; economic benefit-cost analysis following FEMA methodology and using FEMA's BCA Toolkit version 4.8; and a preliminary environmental and historical preservation (EHP) assessment. Stetson will prepare these documents and provide other information as required in the grant application forms. Stetson will provide hardcopies of the application and digital copies on DVD of the entire application package for the Town to submit to CalOES.

Schedule

Stetson will provide a draft application package to the Town by May 26 for review and comment. Stetson will make revisions as requested by the Town and will provide hardcopies of the final application package by May 29.

Cost Breakdown

The table below provides a breakdown of the anticipated costs.

		Task 1 Survey of FFE	Task 2 BCA	Task 3 Preparation of Grant Application	Total
Staff	Rate ($/hr)	Hours	Hours	Hours	
James Reilly, PE	182	1	2	20	23
Xiaoqing Zeng, Phd, PE	171	4	32	30	66
Dan Herrera, PE (Survey)	105	40			40
GIS Specialist	88			8	8
Total Hours		45	34	58	137
Labor Cost		$5,066	$5,836	$9,474	$20,376
Expenses (survey equip., reproduction)					$ 500
Total Cost					$20,876

add $1,600 for survey assist. JR

Stetson charges on a time-and-materials basis in accordance with our standard fee schedule. We recommend a budget of $21,000 for this effort. If you have any questions or need clarification please feel free to call me. Thank you for considering our proposal. We look forward to working with you on this important and pressing project.

Sincerely,

James F. Reilly

James F. Reilly, PE
STETSON ENGINEERS INC.

Aproved/Authorized: _____ Date: 5/5/14

WATER RESOURCE PROFESSIONALS
SERVING CLIENTS SINCE 1957

STETSON
ENGINEERS INC.

2171 E. Francisco Blvd., Suite K • San Rafael, California 94901
Phone: (415) 457-0701 • FAX: (415) 457-1638 • Website: www.stetsonengineers.com

Northern California • Southern California • Arizona • Colorado

June 24, 2014 San Rafael

Sean Condry, P.E.
Public Works Director
Town of San Anselmo, Public Works
525 San Anselmo Avenue
San Anselmo, CA 94960

Re: Proposal to Prepare the Town of San Anselmo's Application for FEMA 2014 Flood Mitigation Assistance (FMA 14) Grant Funding in connection with the Building Bridge #2 Removal Project (BB2 Project)

Dear Mr. Condry:

Stetson Engineers Inc. is pleased to submit this proposal to prepare an application for FEMA FMA 14 grant funding in connection with the BB2 Project.

As you know, last year Stetson prepared an application for FEMA FMA 13 grant funding in connection with the BB2 Project. Since that time, Stetson has modified the concept design and cost estimate to include removal of the retaining walls and restoration of the exposed streambank using biotechnical treatments. These modifications were included in the FEMA 2014 HMGP grant application for the BB2 Project submitted earlier this year. Also, in recent weeks Stetson has surveyed additional buildings in San Anselmo and Ross in connection with the FEMA FMA 2014 grant application for the Memorial Park Detention Basin Project.

Stetson will prepare the grant application to conform to the requirements set forth in FEMA's 2013 Hazard Mitigation Assistance Unified Guidance. The grant application will need to be submitted on-line via FEMA's eGrants system. Since this is a competitive grant program, the Guidance requires that extensive information on the project be provided so that Cal OES and FEMA can evaluate the merits of the grant application and rank the project relative to the others.

Much of the information 2013 FMA application will be directly transportable to the 2014 FMA grant application. However, the economic benefit-cost analysis (BCA) following FEMA's BCA methodology and using FEMA's B-C "tool kit" calculator will need to be re-done using the new survey data and project costs. Stetson will re-do the BCA using the new survey data and project costs, make other necessary changes to the technical documents supporting the application, and will prepare the application in the eGrants application form.

A list of tasks and estimated labor hours and costs is provided in Attachment A.

Stetson charges on a time-and-materials basis in accordance with our standard fee schedule which is provided in Attachment B. The estimated cost to complete the scope of work is $10,000. Stetson will complete the work in time for the Town to submit the application by the deadline.

Sincerely,

James F. Reilly

James F. Reilly, PE
STETSON ENGINEERS INC.

Attachments:

A – List of Tasks and Associated Labor Hours and Fee
B – Stetson Standard Fee Schedule

Approved/Authorized: _____ Date: _____

Attachment A. Estimated Cost to Prepare FEMA FMA 2014 Grant Application for Building Bridge #2 Removal Project

Work Item	Cost				
	James Reilly, P.E.	Xiaoqing Zeng, P.E., Ph.D.	Noah Wasserman	Guoyuan Li P.E., Ph.D	
	Project Manager	Supervising Engineer	GIS Specialist	BCA Analyst	
	$195/hr	$180/hr	$88/hr	$110/hr	
Input survey data; process data; run BCA analysis using FEMA's BCA Tool Kit		10	10	10	**$ 3,780**
Revise FMA 13 Statement of Work (SOW) and other FMA 13 application documentation for FMA 14 application	10	10			**$ 3,750**
Prepare eGrant Online Application		13			**$ 2,520**
Reproduction					**$ 130**
Total					**$ 10,000**

ITEM 1 - ATTACHMENT 9

STETSON
ENGINEERS INC.

2171 E. Francisco Blvd., Suite K • San Rafael, California 94901
Phone: (415) 457-0701 • FAX: (415) 457-1638 • Website: www.stetsonengineers.com

Northern California • Southern California • Arizona • Colorado

Standard Billing Rate Schedule
Professional Fees

Principal	$225.00	Per Hour
Special Project Director	$225.00	Per Hour
Project Manager, Senior	$195.00	Per Hour
Supervisor I	$195.00	Per Hour
Supervising Soil Scientist	$180.00	Per Hour
Supervisor II	$180.00	Per Hour
Supervisor III	$175.00	Per Hour
Senior I	$154.00	Per Hour
Senior II	$138.00	Per Hour
Senior III	$127.00	Per Hour
Construction Manager	$126.00	Per Hour
Construction Manager / Oversight	$110.00	Per Hour
Senior Construction Inspector	$110.00	Per Hour
Senior Field Geologist	$126.00	Per Hour
Senior Associate	$116.00	Per Hour
Associate I	$110.00	Per Hour
Associate II	$105.00	Per Hour
Associate III	$100.00	Per Hour
Associate Soil Scientist	$100.00	Per Hour
Senior Assistant	$97.00	Per Hour
Assistant I	$93.00	Per Hour
Assistant II	$88.00	Per Hour
Assistant Soil Scientist	$88.00	Per Hour
Assistant III	$83.00	Per Hour
GIS Manager	$110.00	Per Hour
GIS Specialist I	$93.00	Per Hour
GIS Specialist II	$83.00	Per Hour
Technical Illustrator	$83.00	Per Hour
AutoCAD Technician	$83.00	Per Hour
Soil Technician	$73.00	Per Hour
Aide I	$68.00	Per Hour
Aide II	$58.00	Per Hour
Aide III	$53.00	Per Hour
Project Coordinator I	$127.00	Per Hour
Project Coordinator II	$93.00	Per Hour
Project Coordinator III	$83.00	Per Hour
Contract Management	$95.00	Per Hour
Administrative I	$68.00	Per Hour
Administrative II	$58.00	Per Hour
Administrative III	$53.00	Per Hour

Effective January 1, 2014

WATER RESOURCE PROFESSIONALS
SERVING CLIENTS SINCE 1957

STETSON ENGINEERS INC.

Direct Expense Rates

Expense Description	Billing Rate
Fax (In-House)	$.30 / sheet
CAD (In-House)	$15.00 / hour
GIS Expense (In-House)	$15.00 / hour
Specialty Computer Expense (In-House)	$5.00 / hour
Mileage	$.*/ mile
Reproduction B & W (In-House)	$.15 / sheet
Reproduction Color 8.5 x 11 (In-House)	$.89 / sheet
Reproduction Color 11 x 17 (In-House)	$1.89 / sheet
Plotter Reproduction (In House)	$1.50 / sq. ft
4 x 4 Truck w/Drill Rig	$150.00 / day
Survey Equipment	$120.00 / day

*Mileage is billed at the current IRS approved mileage rate and may be subject to change.

All other project reimbursable expenses (i.e., telephone, commercial transportation , meals, lodging, postage, outside reproduction, etc.) will be billed at cost.

Note: Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorney's request. Travel time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

Effective January 1, 2014

WATER RESOURCE PROFESSIONALS

SERVING CLIENTS SINCE 1957

GANDA

Garcia and Associates
1 Saunders Avenue
San Anselmo, CA 94960
Phone: (415) 458-5803
Fax: (415) 458-5829

Date: May 5, 2014

To: Sean Condty, P.E., Public Works and Building Director, Town of San Anselmo

From: Erica Schultz, Senior Architectural Historian

Re: **Proposal to Provide Cultural Resources Services for 630-636 San Anselmo Avenue, Town of San Anselmo, California.**

Garcia and Associates (GANDA) is pleased to provide cultural resources services for the proposed project at 630-636 San Anselmo Avenue in the Town of San Anselmo, California. GANDA understands that the Town proposes to remove the buildings and concrete deck at 630-636 San Anselmo Avenue in order to improve the flow of San Anselmo Creek at this location. GANDA also understands that the Town is applying for a Federal Emergency Management Agency (FEMA) grant to complete the project, which will require compliance with Section 106 of the National Historic Preservation Act (NHPA), and its implementing regulations, 36 Code of Federal Regulations (CFR) 800. An overview of our firm and cultural resources capabilities and the scope of work to prepare a Section 106 Cultural Resources Inventory and Evaluation Report are presented below, and the project budget is attached.

FIRM OVERVIEW

Garcia and Associates' (GANDA) cultural resources specialists have extensive experience throughout California, including providing services for federal agencies, private landowners, local governments, and a variety of public and private sector clients. Our expertise is conducting sound technical cultural resources investigations to comply with federal and state regulations and guidelines. All of our senior staff members exceed the U.S. Secretary of the Interior's Historic Preservation Professional Qualifications Standards for archaeology and architectural history and are fully versed in the Secretary of the Interior's Standards for the Treatment of Historic Properties. Our depth of knowledge and understanding of the implementing regulations of Section 106 of the National Historic Preservation Act (NHPA), 36 CFR 800 documentation, professional standards, current archaeological and historic research, as well as technical skills and Native American consultation, enables us to efficiently and effectively meet the needs of our clients.

GANDA provides guidance for clients through our thorough understanding of current federal and state laws and regulations, proficient communication skills, innovative project approach, and efficient project management. Our staff is committed to conducting the highest quality cultural resources management work and client satisfaction through practiced consultation and on-time delivery of quality products that comply with regulatory requirements. GANDA has completed projects that entail multi-year, million-dollar planning/impact studies for large facilities to focused studies with short deadlines and limited budgets.

GANDA is experienced in gearing up for large and small-scale, quick turn-around field efforts. We have served and continue to serve as the prime contractor on a number of open-ended services contracts for government and institutional-level clients, which require simultaneous efforts on a number of task orders varying in scope, size, and geographic location. We currently maintain open-ended contracts with Pacific Gas and Electric Company, the United States Forest Service, the United States Navy (NAVFAC SW), and the United States Army Corps of Engineers (Pacific Division/Fort Shafter). In addition, GANDA is a prime contractor or major subcontractor on multi-year contracts with the United States Bureau of Indian Affairs; United States Department of Justice; California Department of Transportation (Caltrans) Districts 1, 4, and 7; San Francisco Planning Department; and many other long term clients.

In support of our cultural resources staff, GANDA maintains a full-service graphic design department and Geographic Information Systems (GIS) labs throughout our offices. Incorporation of GIS into planning and design activities plays a key role in all of our field projects. GANDA's GIS specialists effectively communicate the capabilities of GIS with other professional specialists to further overall study and analysis. GANDA offers extremely talented in-house GIS specialists with extensive experience performing all phases of project development and operations. Our organization owns a wide variety of GPS hardware for rapid deployment to meet any project needs. We use the latest Trimble solutions including the GeoXT for sub-meter accuracy, and the Trimble Juno along with other DGPS WAAS-capable Bluetooth GPS receivers for efficient data collection from multiple users. Using customized, project-specific data dictionaries for field data collection allows us to create user-friendly GPS solutions. We use the standard GPS Pathfinder Office differential correction tool for post-processing of data, adhering to strict GPS accuracy standards for project requirements.

In addition to our technical capabilities, GANDA's standard practice is to ensure that all reports and deliverables go through an internal quality control process. This two-phase process includes peer review by a senior cultural resources staff member, followed by comprehensive technical editing to ensure that deliverables are provided to the client in the most professional manner.

CULTURAL RESOURCES CAPABILITIES

Section 106 and 110 and CEQA Compliance
Collections and Archival Research
Evaluation and Data Recovery Excavations
Mitigation Planning and Monitoring
Construction Monitoring
Cartography and Illustration
Artifact Conservation
Burial Treatment Plans
NRHP/CRHR Evaluations and Nominations
Sociocultural Impact Evaluations
Land Use History
Liability Evaluations
Historic Preservation Plans
Cultural Resource Management Plans
Ethnography and Consultation
Paleontological Studies
Artifact Analysis
Traditional Cultural Properties
Geographic Information Systems
Archival Research
Oral History
Architectural History and Evaluation
Ethnobotany
Mitigation Planning

GANDA'S cultural resources division provides comprehensive services for the disciplines of archaeology (historic and prehistoric), history, and architectural history. GANDA'S team of cultural resources professionals specialize in the cultural resources of the Pacific Rim including California, western North America, the Hawai'i-Pacific Region, and Asia. Our expertise is cultural resources management planning and legal compliance and conducting high quality archaeological and architectural history investigations in an efficient and effective manner through our compliance efforts for our clients; we track over 25 federal laws and a myriad of state, county, and municipal laws pertaining to cultural resources. GANDA offers our clients the sound professional guidance and expert technical skills necessary to successfully negotiate Section 106 of

the NHPA, the National Environmental Policy Act (NEPA), and the California Environmental Quality Act (CEQA), as well as local government policies and other environmental legislation. We routinely facilitate communication between our clients and other interested parties such as State and Tribal Historic Preservation Officers (SHPOs/THPOs), the Advisory Council on Historic Preservation (ACHP), agency staff, and the public. GANDA maintains laboratory facilities in San Anselmo and throughout California for the analysis and conservation of the artifacts recovered as a part of our field investigations. Our cultural staff members are leaders in their individual fields and many maintain affiliations with research universities, are active in publishing, and meet the professional standards established by the United States Secretary of the Interior, Register of Professional Archaeologists, and other professional associations.

SCOPE OF WORK

Task 1: Prepare APE Maps and Conduct Background Research

- GANDA will prepare an Area of Potential Effects (APE) map based on the project description and project drawings provided by the Town of San Anselmo or Stetson Engineers. The APE will encompass the area where project construction and ground disturbance will occur, including staging areas.

- GANDA will conduct a records search at the Northwest Information Center (NWIC) of the California Historical Resources Inventory System (CHRIS). The records search will provide information regarding previously conducted cultural resource surveys and previously recorded cultural resources within a 0.25-mile radius of the APE. This research will include a review of the Office of Historic Preservation's (OHP) Historic Properties Inventory, historic maps, and other documentation, as appropriate.

- GANDA will review historic maps and other historic documents to compile a historic context and background for the APE. Archival research will be completed at local and regional repositories, including the San Anselmo Historical Museum, Town of San Anselmo Planning Department, Marin County Free Library's Anne T. Kent California Room, and Marin County Recorder's Office.

- GANDA will contact the Native American Heritage Commission (NAHC) for a review of the sacred lands file to determine if the APE contain any listed sites and a list of Native American contacts who may have concerns within the APE. Native Americans groups and individuals on that list will be contacted by letter and follow-up telephone calls to inquire about any concerns or information they may have regarding the APE.

- GANDA will contact the appropriate local historical societies or organizations to request information regarding cultural resources located within the APE or concerns regarding the proposed project.

- GANDA will complete a desktop geoarchaeological analysis of the APE in order to present a preliminary assessment of the sensitivity for the presence of buried prehistoric soils or deposits. This desktop analysis will include geological maps encompassing the APE and may draw on any available geotechnical data from the client, a geologic context of the APE, and a brief sensitivity analysis.

Task 2: Conduct Field Survey

- Two GANDA cultural resources specialists will conduct a field survey of the APE in order to identify cultural resources and to assess the archaeological sensitivity based on the surrounding environment and setting. The field survey will be documented in field notes, digital photography, and a handheld sub meter GPS unit.

Task 3: Prepare Section 106 Cultural Resources Inventory and Evaluation Report

- GANDA will prepare a brief memo summarizing the results of the investigation to be appended to the project's final grant proposal submitted to FEMA. The memo will state that preparation of a Cultural Resources Inventory and Evaluation Report is currently underway and will be finalized the following month.

- GANDA will prepare a Cultural Resources Inventory and Evaluation Report to meet the requirements of Section 106 of the NHPA and its implementing regulations, 36 CFR 800. The report will include the results of the background research on the environment, geology, prehistory, ethnography, and history of the region; document the methods and results of the investigation; and present the results of the Native American and historical society consultation and the survey findings.

- GANDA will complete an internal technical review of the draft report prior to submittal to the client and will address up to two (2) rounds of comments on the draft report from Stetson Engineers and the Town of San Anselmo. GANDA will submit a copy of the final report to the NWIC.

Assumptions

- GANDA will be provided with a complete project description, maps, and engineering drawings that depict the project footprint (including acreage or square footage), access routes, and staging areas.

- GANDA assumes that the existing commercial property at 630-636 San Anselmo Avenue, including the buildings and concrete slab used for parking, will be the only built environment resource over 45 years old located within the APE. The property will be recorded on Department of Parks and Recreation (DPR) 523 forms and evaluated for listing in the National Register of Historic Places (NHPA).

- GANDA assumes that no prehistoric or historic period archaeological resources will be identified on the surface within the APE during this investigation. Therefore, GANDA assumes the preparation of DPR 523 forms for archaeological resources will not be required. If archaeological resources are identified within the APE, GANDA would be pleased to conduct this work under a modified scope and budget.

- GANDA assumes that this scope does not address the identification of potentially significant archaeological resources or human remains; the collection or analysis of artifacts; and the excavation, evaluation, and recovery of such resources should they be identified during the course of this investigation. Should such resources be identified or if additional steps are required to complete Section 106 compliance to address archaeological resources or sensitivity within the APE, GANDA would be pleased to address that work under a modified scope and budget.

Budget for:
630-636 San Anselmo Avenue, Town of San Anselmo

Date: 5/5/2014

Prepared for: Sean Condry, P.E.
Public Works and Building Director, Town of San Anselmo

Prepared by: EAS
PM Sign-off: BPS
(initials, date)

LABOR (hours)

		TASK 1	TASK 2	TASK 3	TASK 4	TOTAL
TECHNICAL STAFF	**PERSONNEL**					
PM V – Principal Scientist	JCG, CTG				1.0	1.0
PM IV – Associate Principal Scientist						0.0
PM III - Senior Scientist	BPS	1.0		2.0		4.0
PM II – Environmental Scientist						0.0
SS V – Specialist V	EAS, CD	40.0	3.0	64.0	6.0	113.0
SS IV – Specialist IV						0.0
SS III – Specialist III	JP, CK		3.0	16.0		19.0
SS II – Specialist II	RF	16.0		16.0		32.0
SS I – Specialist I						0.0
SUPPORT STAFF						
GRA II – Graphics Supervisor	RS					0.0
GIS III – Sr. GIS Specialist	IE					0.0
GIS II – GIS Specialist	CBS, DG, KK, JR, JW	4.0		6.0		10.0
WP IV – Sr. Technical Editor				4.0		4.0
WP III – Jr. Technical Editor						0.0
WP II – Word Processor	–					0.0
WP I – Clerical						0.0
CA III – Contract Administrator	CTG				2.0	2.0
CA II – Project Analyst	JG, ED, CY				1.0	1.0
CA I – Project Accountant	EL				1.0	1.0
TOTAL LABOR HOURS		62.0	6.0	108.0	11.0	187.0

LABOR (Cost)		**RATE/HR.**					
TECHNICAL STAFF							
PM V – Principal Scientist		$178	$0	$0	$0	$178	$178
PM IV – Associate Principal Scientist		$145	$0	$0	$0	$0	$0
PM III - Senior Scientist		$125	$250	$0	$250	$0	$500
PM II – Environmental Scientist		$104	$0	$0	$0	$0	$0
SS V – Specialist V		$90	$3,600	$270	$5,760	$540	$10,170
SS IV – Specialist IV		$77	$0	$0	$0	$0	$0
SS IV – Specialist IV – OT (pre-approval req)	OT Hrs only	$116	$0	$0	$0	$0	$0
SS III – Specialist III		$65	$0	$195	$1,040	$0	$1,235
SS III – Specialist III – OT (pre-approval req)	OT Hrs only	$98	$0	$0	$0	$0	$0
SS II – Specialist II		$56	$896	$0	$896	$0	$1,792
SS II – Specialist II – OT (pre-approval req)	OT Hrs only	$84	$0	$0	$0	$0	$0
SS I – Specialist I		$43	$0	$0	$0	$0	$0
SS I – Specialist I – OT (pre-approval req)	OT Hrs only	$65	$0	$0	$0	$0	$0
SUPPORT STAFF							
GRA II – Graphics Supervisor		$67	$0	$0	$0	$0	$0
GIS III – Sr. GIS Specialist		$90	$0	$0	$0	$0	$0
GIS II – GIS Specialist		$75	$300	$0	$450	$0	$750
WP IV – Sr. Technical Editor		$86	$0	$0	$344	$0	$344
WP III – Jr. Technical Editor		$65	$0	$0	$0	$0	$0
WP II – Word Processor		$58	$0	$0	$0	$0	$0
WP I – Clerical		$56	$0	$0	$0	$0	$0
CA III – Contract Administrator		$94	$0	$0	$0	$188	$188
CA II – Project Analyst		$76	$0	$0	$0	$76	$76
CA I – Project Accountant		$60	$0	$0	$0	$60	$60
TOTAL LABOR COST			$5,046	$465	$8,740	$1,042	$15,293

			TASK 1	TASK 2	TASK 3	TASK M	TOTAL
SUBCONTRACTORS:							
None							$0.00
							$0.00
G&A Handling on Subs	10.00%		$0.00	$0.00	$0.00	$0.00	$0.00
SUBCONTRACTOR TOTAL COST:			$0	$0	$0	$0	$0
OTHER DIRECT COSTS		Rate					
In-House Equipment							
GANDA Vehicle Use (Field Truck)		$50 / day					$0
GANDA Vehicle (2x2/nonfield usage)		$35 / day					$0
Suburban		$100/day					$0
GANDA Vehicle Fuel, etc.		$0.37 / mile					$0
Digital Camera		$2.50/day		3			$3
GPS Receiver with 1-3 m accuracy		$45 /day		45			$45
Juno Pocket PCs		$14.50/day					$0
Garmin and Etrex hand-held navigational devices		$6.50/day					$0
Field Laptop		$12.50/day					$0
Graphics Workstation		$2.50/hr					$0
GIS Workstation		$7.50/hr	30		45		$75
8x11 color copies		$1/page					$0
8x14 color copies		$1.25/page					$0
11x17 color copies		$2/page					$0
In-House Equipment Subtotal:			*$30*	*$48*	*$45*	*$0*	*$123*
Reimbursables:							
Personal Vehicle Mileage		0.56/mile	75				$75
Tolls		at cost					$0
Per Diem		U.S. Gov rate					$0
Records Search		at cost	400				$400
Curation		at cost					$0
Maps (7.5" quads)	Est. $8 per	at cost					$0
Phone/Fax /Postage		at cost					$0
Misc. Supplies/Film Processing		at cost					$0
Reimbursables Subtotal:			*$475*	*$0*	*$0*	*$0*	*$475*
SUBTOTAL ODCs			$505	$48	$45	$0	$598
Fee on ODCs	10.00%		$51	$5	$5	$0	$60
TOTAL ODCs			$556	$52	$50	$0	$657
TOTAL PROJECT COST			$5,602	$517	$8,790	$1,042	$15,950

TASK DETAIL:
Task 1: APE Map/Background Research
Task 2: Field Survey
Task 3: Cultural Resources Report
Task M: Project Management

2014 RACK RATES Budget

Revised April '14

SCOPE AND BUDGET FOR RELOCATION ASSISTANCE SERVICES

TOWN OF SAN ANSELMO
634 San Anselmo Avenue, San Anselmo, CA 94960

The following scope and budget is based upon a preliminary field review of the subject property and information contained in a Summary Appraisal Report prepared by William P. Goodwin, dated September 17, 2013.

There are currently five businesses located on two (2) assessor parcels. Four (4) of the businesses are located within one building and one (1) business is located within a separate structure. The scope and budget addresses the work required to relocate the businesses should the Town of San Anselmo purchase the property for its Building Bridge #2 or "BB2" project.

Scope of Work

- Relocation Cost Estimate (lump sum fee)
  $ 1,150*

  Interview all occupants, research available commercial spaces, write-up

  (Estimate 10 hours @ $115/hr)

- Relocation Impact Statement (lump sum fee) $ 1,675*

  Prepare condensed version of relocation study (using Caltrans format) using information gathered in the field, market research and summary of relocation benefits and guidelines.

  (Estimate 15 hours @ $115/hr)

- Relocation Assistance Services to five (5) eligible occupants
  $18,400

  Prepare relocation forms and notices in compliance with state and/or federal guidelines, provide advisory assistance to occupants,
  provide ongoing referrals to replacement locations, assist with obtaining
  moving bids and preparing inventory of personal property, explanation of
  relocation benefits, preparation and filing of claims forms, assistance with appeals, as necessary, prepare 90 day notices (as necessary,) maintain relocation files with diary entries.

  (Estimate a total of 160 hours @ $115/hr)

- General Relocation Consulting
  $2,900

  Attend meetings with client agency, advisory and general consulting services.

  (Estimate 20 hours @ $145/hr.)

**Please note that some of the work involved in preparation of the Relocation Cost Estimate and the Relocation Impact Statement overlaps. The client may want to consider merging the relocation cost estimate into the Relocation Impact Statement to create efficiency and economy of time. The consolidated budget would be $2,070 - lump sum fee (based upon an estimate of 18 hours @ $115/hr.)*

TOTAL COSTS FOR RELOCATION SERVICES:
$24,125

[redacted]

** less $805 if the Relocation Cost Estimate and Relocation Impact Statement are combined into one document.*

William P. Goodwin & Associates, LLC
A REAL ESTATE APPRAISAL & CONSULTING FIRM

P. O. Box 703
San Anselmo, CA 94979
Telephone (415) 458-8610
Facsimile (415) 458-8611

APPRAISAL PROPOSAL

September 6, 2013

Sean Condry
Public Works & Building Director
Town of San Anselmo
525 San Anselmo Avenue
San Anselmo, CA 94960

Dear Mr. Condry:

You have requested that I submit a proposal to perform a real estate appraisal for a commercial property located at 634 San Anselmo Avenue in downtown San Anselmo, California. The property is further identified as assessor parcel numbers 006-102-28 and 29. I have been requested to complete the appraisal in order to form an estimate of the current Market Value for the leased fee interested in the subject property. The purpose of the appraisal is for the Town of San Anselmo to purchase the property for flood control purposes. The intended user is the Town of San Anselmo.

The scope of our work to be completed will consist of 1) a complete inspection of the subject property, 2) a search of the market for current comparable rents and sales, 3) consideration of all pertinent historical income and expense information and rental information specific to the subject property, and 4) provide written appraisal reports conforming to the Uniform Standards of Professional Appraisal Practices (USPAP) adopted by the Appraisal Foundation. I understand the proposed assignment to be as follows:

1. Value Date:	Current Market Value. (Market Value Definition attached)
2. Property Rights:	Leased Fee Interest.
3. Purpose of Appraisal:	For the Town of San Anselmo to purchase the property for flood control purposes.
4. Report Type:	Summary Appraisal Report
5. Copies:	Electronic PDF copy only
6. Appraisal Fee:	$3,500.
7. Retainer Fee:	$2,000. **(Balance due prior to delivery of final report.)**
8. Delivery:	Preliminary range of value letter by September 23, 2013. Complete final appraisal report by October 15, 2013, providing acceptance of this proposal is received by September 9, 2013 at 5:00 pm.

This quotation is predicated on the absence of any material problems with the properties, such as structural work, soils, slides, toxic contamination, title defects, lack of permits, etc. and is not valid, at our option, if such problems exist. Additional conferences, depositions, hearings or whatever would be at then-prevailing hourly rates.

The client agrees to provide all relevant documents and correspondence (or other specifically requested materials.) If any reports of other are provided to us, we will assume we are authorized to contact the authors unless you specifically instruct us otherwise. The client agrees to disclose to us anything known to the client that the client would be obligated to disclose or report to a buyer of the property, including but not limited to possible problems or defects; possible contaminants, toxic material, asbestos, radon or foam insulation; and work done without permits or approvals.

I will need the following documents in order to proceed and I have request said documents from Jeff Koblick, the current owner of the property.

1. A current detailed rent roll.
2. 2011, 2012 and year to date 2013 income and expense statements that itemize all operating expenses for the subject building.
3. A complete copy of all existing leases with any modifications.
4. If available, a sketch of the building from an old appraisal or blue prints.
5. A retainer check made payable to William P. Goodwin & Associates, LLC.

If the terms of this proposal are acceptable to you, please sign and return a copy of the signed proposal. Further, please mail the retainer portion of the appraisal fee and the requested information to my P.O. Box 703, San Anselmo, CA 94979.

Respectfully submitted,

William P. Goodwin
California State Certified General
Real Estate Appraiser (AG006518)
Expiration - 9-29-2014

Agreed By,

Sean Condry
Public Works & Building Director

Date Signed: 9/6/13

DEFINITION OF MARKET VALUE

"Market Value" is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and passing of title from the seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed and well advised, and acting in what they consider their own best interest;
3. a reasonable time is allowed for exposure to the open market;
4. payment is made in terms of cash or U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the "normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."[1]

[1]Office of Comptroller of Currency under 12 CFR, part 34, Subpart C-Appraisals, 34.42 Definitions (f).

Robyn Clifford

From: ross asselstine <ross.asselstine@comcast.net>
Sent: Tuesday, September 20, 2022 10:42 AM
To: Town Council; Dave Donery; Sean Condry
Cc: beachkuhl35@gmail.com; 'Richard Simonitch'; elizabethb@brekhus.com; 'tarrellforsananselmo'; guymeyer2@gmail.com
Subject: San Anselmo Plaza "Emergency" BS
Attachments: BOS Comment Sept 20.pdf

CAUTION: External Sender

All,

I was intending to speak at the BOS today, but their shifting schedule preventing me from speaking on the matter. My intended comments are attached.

The attached note outlines a consistent decline in the ever-decreasing confidence that citizens have in the Marin County DPW staff that run this show. Ten years of bad ideas and constant spending. When you start writing a list of failed efforts it's amazing. I didn't even mention the failed plan that DPW had in the Town of Ross.

Now this insanity. It's like the worst case of "Whack-a-Mole" I've ever seen.

Amongst many things, **the risk to the health and stability redwoods from demolition of the plaza has not been assessed.** If my neighbor wanted to potentially destabilize amazing trees this big, I'd raise heck. We have NOTHING to say they won't fall down this winter. **Anyone want to campaign for office after seeing a pile of fallen redwoods in the park?**

I cannot for the life of me figure out why DPW is constantly pursuing the worst possible outcomes! A decade of expensive bad ideas that are COMPLETELY out of touch with local citizens. It's easily the worst relationship with the public (and reality) that I've seen in my career in large construction / development projects. If anyone knows why, please tell me.

I lay this at the feet of Katie Rice. It's now more than a decade of divisiveness, chaos, and waste.

San Anselmo (and Ross) needs to stand up to her and DPW staff yet again.

I copy the Mayor of Ross, The Vice Mayor and their head of DPW. This could affect them as well.

I also copy the candidates running for Council.

For EVERYONE on the bcc and those running for Council, please invite and encourage the public to speak up at **SA TC tomorrow night at the Special Meeting at 7pm on Zoom.**

SA lists this zoom link

https://us02web.zoom.us/j/86791424945

Ross

Public Comment (intended) the Marin County Flood District Meeting September 20, 2022

Ross Asselstine

As someone with a long career in project management on both Coasts, The UK, Malaysia and Australia, I've come to speak today about what I see as an all but complete failure in confidence of DPW.

I was on the San Anselmo Flood Committee and have read all the public reports since the beginning when the Master Plan came out in 2011.

In the first meetings in 2011 there was optimism that it might work

Within months, a critical detention basin was no longer viable. About two thirds of the detention basins was no longer available as a solution. Confidence in DPW went down.

Within the next few years, it was made clear that Master Plan cost estimates included digging up parks but not putting the park facilities back in place. Confidence in DPW went down again.

Within the next few years, private landowners notified the District that their land was not to be used for a detention basin, and legal action would be taken. Confidence in DPW went down again.

Within the next few years, the citizens of San Anselmo campaigned against use of their park as a detention basin. Many local official as well as Katie Rice and Jarred Huffman campaigned against a public initiative and eventual victory to prevent a basin. Confidence in DPW and some elected representatives went down again.

The next year the citizens of Fairfax campaigned against use of a school playground as a detention basin. Fairfax Council passed the initiative by a quick vote. Confidence in DPW went down again.

The next year, District staff advised 20 homeowners in Ross and San Anselmo that the flood waters would be increased on their property. DPW talked to these people about financial compensation but no expertise to do the work required. Those landowners felt legitimately threatened and responded accordingly. We now have 20 homeowners at the ready to sue. Confidence in DPW went down again.

At this point, something on the order of 95% of the Master Plan Detention Basins are no longer feasible. The possibility to increase the creek capacity flow also decreased to the point that all but only insignificant projects can be conducted. It has been noted that the District has spent about $35,000,000 as of last year. I believe that that the public is now experiencing the straw that broke the camel's back. Years and years of DPW / District staff moving forward with a march to nowhere as the public left without much confidence at all in DPW.

Now we have DPW telling San Anselmo that a building purchased just a few years ago is flawed to the point that it should be torn down immediately. Not repaired, town down at yet more cost with no benefit to reducing flooding. The building was purchased for $1,600,000! If anyone of us looked to buy a house, we would have an expert look at it for us. It is more than apparent that DPW did not even do a cursory survey of the structure.

Confidence in DPW is at an all-time low in San Anselmo. Emergency demo of the structure is not required and may well make the adjacent 50' tall redwoods unstable as the roots are intertwined with the structure. Demolition is NOT required at this time.

This is a time for careful consideration of options, not a time for another failed idea from DPW as well as a failure in District leadership. I suggest that you do NOT vote for emergency demolition and suggest more detailed investigations progress.

Robyn Clifford

From: Trista Gormley <trista@jettonconstruction.com>
Sent: Tuesday, September 20, 2022 3:03 PM
To: Town Council
Subject: Comments on Creek Park Plaza and Bridge 2

Hello,

I have lived in Marin Country for 30 years, initially in Mill Valley and currently in San Anselmo for the past 9 years. The flooding in San Anselmo has happened for years, but in all honesty was never a concern of mine when deciding to move to central Marin.
I live downtown -flood zone, and have experienced two times when the horns have sounded due to creek breaking the banks, nothing terrible has happened.

When L'Apart was torn down due to the instability of the bridge, at first I was sad, but as the park plaza emerged, I realized this was a much better use of space. I always knew that the idea to restore the bridge was possible, over many years, but for some reason was chosen NOT to be completed. The park plaza became more than a COVID savior, it became a focal point of the town. Business booming, and people communing of all ages from all over the surrounding area. I have worked at home for the past 2 years and noticed DAILY that the park plaza is being utilized no matter what time, day or night.

I've seen all the postings of the Creek Park revival, creating the creek as the centerpiece of our community. This is a far reaching endeavor. The creek is seasonal AT BEST. The majority of the year, it is dry and just overgrown weeds. The creek itself is lovely when flowing, and already able to be viewed from multiple places throughout town. If the bridge 2 site was opened, all that would emerge would be an EYE SORE! We don't live on a river, it is a CREEK, that flows when we have rain. WE ARE IN A SEVERE DROUGHT STATE> this is not changing! The long range forecast for regular rainy seasons, the likes of 16-17inches are few. If you open up the beautiful park plaza to expose an eye sore, you will be degrading the quality of life in our town. The energy in your face will be the FACT that we live in a drought laden state! Eventually people will stop shopping, eating, or just plain wanting to stroll down main street because all you will see in your face is the FACT THAT WE LIVE IN A DROUGHT STATE!

I welcome plans by the County to control the flooding that happens, but the realities of it are FEW! There are buildings all around the flow of creek from up above Bridge 2, to below where the creek flows under Sir Francis Drake behind Insalata. There are many issues to be considered but destroying a park plaza that has shown to be a very special place that has increased foot traffic to our downtown area would be a grave error. I'm sure there are alternative scenarios that could be worked thru.

The County has had 17 years since the last major flood in San Anselmo to show they are competent to address this issue. I haven't seen ANYTHING they have done. Can they show us how action they have taken over these years, have addressed rains in excess of 16-17inches? Have we even had rains in excess of 17inches since 2005? Are there any weather forecast they can show that warrants their action now? Again, I'm sure there are alternative scenarios that could be worked thru.

I don't believe opening up the Bridge is the answer. I only see many additional problems coming from this action. #1 being the detrimental effect it will have on the quality of downtown vibrance. The pipedreams of creating a town centered around a "seasonal" creek in a drought state, is moronic.

I wonder who / what company is pushing this dream? I'll bet your can draw a line straight from the contractor to one of the County officials!

We live in a time of climate crisis.....we don't need to see it in our face every day with an opening of a dried up creek bed!

Trista P. Gormley | LEED AP
JETTON CONSTRUCTION, INC.
1117-A Virginia Street | Berkeley
O 510.845.3506 | C 323.377.5366
www.jettonconstruction.com

Robyn Clifford

From: ross asselstine <ross.asselstine@comcast.net>
Sent: Tuesday, September 20, 2022 8:47 PM
To: Town Council; Dave Donery; Sean Condry; Brian Colbert
Subject: The Plaza, Parodies and Policy
Attachments: Repair Not Destroy Flyer.pdf; Crazy Train Flyer.pdf; Lease Termination Duuuude!.pdf

San Anselmo Council Members,

A few of you are aware of the parodies / humor that I've recently put out there. They are attached if you don't have copies already. Some folks might think I'm way off the mark. Many have that opinion of past political cartoons in the Marin IJ about their day to day efforts on Council. I see these as both a distillation of a decade of "public outreach" and the slow motion mess this has been. They are not perfect; they are parodies.

I will be writing more of these in the coming months as I think we all need to keep a fun and fresh perspective on what citizens have been subject to. If anyone is rightfully indignant it is the homeowners that now know $35,000,000 has gone down the toilet. THAT is a real insult.

I remain concerned that some members of SA council may think that there is any credible or significant flood reduction provided by demolition of this structure and required additional flooding on private property. There is none.

I see lawsuits from downstream neighbors, not some form of "greater benefit" to others as some false trade-off for the emotionally inclinded. The County well and truly pissed off the people that will be subject to additional flooding years ago and they are all mobilized and well prepared to act. Just as any of us would.

The credibility of the County's efforts is in tatters. Any review of their past demonstration of skills suggest demolition, a baffle and a few pedestrian bridges....has to suggest they will get us all in more trouble, not less.

There is no flood benefit of significance. The most coherent path financially is to repair the structure.

Ross

HELP SAVE SAN ANSELMO CREEK PARK PLAZA

REPAIR IT, NOT DESTROY IT!

It is possible to repair the San Anselmo Creek Park Plaza Structure.

No engineer has written a report that says it has to be demolished.

IT SHOULD BE REPAIRED.

Demolition only increases liability to everyone up and down the entire Ross Valley.

Building a "Baffle" is the most expensive "No Rise" Solution.

The best and least expensive option for no lawsuits and no rise, is REPAIR.

Email your council members today: towncouncil@townofsananselmo.org
and Supervisor Rice's Office at KRice@marincounty.org
Speak up on line at the next Town Council Special Meeting
on Tuesday, September 21st
via the Zoom link on the Agenda that will be posted a few days before.

"REPAIR NOT DEMOLISH", "FIX NOT NIX", "REUSE NOT REFUSE", "SAVE OUR FEES", "NO EXPENSIVE BAFFLE", "NO RISE, NO DEMO"

HELP SAVE SAN ANSELMO CREEK PARK PLAZA

I NOT ONLY RIDE THE CRAZY TRAIN I OWN IT!!

Ridin' on the County's Crazy Train of Flood Control Waste!

THIS IS YOUR CONDUCTOR SPEAKING.....

2010: We can use Phoenix Lake as a detention basin to solve flooding for a few million dollars!
2014: Um, no actually we can't ..... it's a dam made of dirt and adults told us NO. That's kinda crazy huh... who knew? Sorry we spent millions studying that!

2010: We can use Memorial Park, Lefty Gomez, Deer Park, San Domenico, the Open Space and The Town and Country Club as detention basins!
2015, 2017: Um, no actually we can't because the citizens said NO. That's kinda crazy huh.....who knew? Sorry we spent millions studying that!

2010, 2018: We can buy the building in San Anselmo and let a few properties have more flooding while a few more get less flooding.
2022: Um, no actually we can't do that because it's all but illegal / impossible and people will file lawsuits. That's kinda crazy huh....who knew? Sorry we spent millions buying and studying that!

2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2022: We want to raise the cost flood fee this year. We need more money to do amazing things for flood control. We are spending millions studying this.

Ask Supervisor Katie Rice Who's Driving This Crazy Train of Waste

One email actually does make a difference. Ask a question you feel is appropriate.

KRice@marincounty.org

The statements above by the conductor reflect many people's impression of what has happened over the last decade. Corrections are invited.

OFFICE OF
THE COUNTY DUDE-MAN

The Bro-ski Dude-Meister
The County Dude Man!

September 15, 2022

Town of San Anselmo
Attn: Dave Donery
525 San Anselmo Avenue
San Anselmo, CA 94960

Re: 30 DAY NOTICE OF LEASE TERMINATION
Marin County Flood Control and Water Conservation District lands at
632-636 San Anselmo Avenue – APN: 006-102-28

Dear Mr. Donery,

Pursuant to the Lease between the Town of San Anselmo and the District dated June 9, 2020, this letter shall serve as the District's mea culpa in respect to the amazing Creek Plaza you have. Leave before the RAPTURE!

Like, bummer dude! Whoa so yeah, we like spent $35,000,000 over the last decade and like, man, out of nowhere comes some TOTALLY GNARLY law that says we can't create more flooding on people's private property. Like.We. Did. Not. Know. Dude, it's like some ancient stuff from 1978 or something. Totally weird right? We dropped like $25,000,000 on the best brains out there and I guess they were further out there than we ever imagined. Checked out!

So yeah, and sorry about that $700,000 per year bill man. Sorry we put that great restaurant out of business, decreased your tax base and spent public money on like a total bummer man.

Sincerely,

The Bro-ski Dude-meister

Enclosure: Lease Agreement

cc: Massive Demo Co. Inc. "Biggy" (change) Order
Expensive Consultants Dash (for) Cash
FEMA / USACE / BCDC / Surf Riders / Help Save the ....can't remember..

Robyn Clifford

From: John Crane <johncranefilms@gmail.com>
Sent: Wednesday, September 21, 2022 4:31 PM
To: Town Council
Subject: Fwd: "Bridge Over Troubled Water" Lands Katie Rice in Hot Water
Attachments: Town Council San Anselmo 9.21.22.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Please include my comments for the SPECIAL TOWN COUNCIL MEETING tonight September 21, 2022 at 7 PM. Thank you.

September 21, 2022

TO: Town Council San Anselmo

RE: Katie Rice's "Bridge Over Troubled Water" Lands Her in Hot Water

I appreciate the quotes in yesterday's Marin IJ made by Council members Eileen Burke and Ford Greene regarding "downstream mitigation" for impacted homeowners. And I hope other Council members will offer their support to protect the 20 downstream homeowners, and defend the Plaza.

While Katie Rice has long disregarded the needs of impacted homeowners, the "emergency removal" of BB2 and installation of the fence cutting off the Plaza sends a disheartening message to the greater Marin community. One thing is certain, the number of people dissatisfied and outraged with this latest miscalculation is growing exponentially day by day. People love the vitality of the Plaza, and they are rejecting the county's strong-arm tactics.

I hope the Town Council will stand up to Katie Rice's relentless overreach over this issue and many others, and put an end to deceptive tactics deployed by staff. This has been a horrendous waste of everyone's time not to mention millions and millions of dollars, and those responsible should be held accountable.

On top of that, the county's track record for mitigation to date is abysmal, and there is little reason to believe that the county will be able to provide mitigation to impacted homes now or in the near future. It is no secret that they currently lack the money - but one also wonders - do they have the capability to manage such a massive undertaking? For those reasons and more, I urge the Town to not remove BB2 – until mitigation is firmly in place for all impacted homes.

The Town Council should be made aware that only three mitigation proposals have been made to date. And they were not for homes, but rather three garages – two of which were converted to offices. And only one proposal has actually been accepted by a homeowner.

That's what has been accomplished in four years' time. It is not impressive.



56 Lincoln Park, S.A., 20 Winship, Ross and 78 SFD, Ross. two garages converted to offices, and one garage.

The idea the county can provide mitigation for 20 or 21 homes seems entirely far-fetched and unrealistic, especially since 5 or 6 homes need to be raised. The Town Council should know that the County is not actively working on mitigation plans with me or any of my similarly impacted neighbors.

Mitigation must be done before work can be performed in the creek, and that means leaving BB2 alone until there are funds to do it. Had a portion of the millions of dollars spent on consultants been spent on the acknowledged need for mitigation, the County's current lack of funding for mitigation might have been avoided.

In the meantime, give the Plaza back to the people.

John Crane Films
415.847.5054
email: johncranefilms@gmail.com

TO: Town Council San Anselmo

RE: Katie Rice's "Bridge Over Troubled Water" Lands Her in Hot Water

I appreciate the quotes in yesterday's Marin IJ made by Council members Eileen Burke and Ford Greene regarding "downstream mitigation" for impacted homeowners. And I hope other Council members will offer their support to protect the 20 downstream homeowners, and defend the Plaza.

While Katie Rice has long disregarded the needs of impacted homeowners, the "emergency removal" of BB2 and installation of the fence cutting off the Plaza sends a disheartening message to the greater Marin community. One thing is certain, the number of people dissatisfied and outraged with this latest miscalculation is growing exponentially day by day. People love the vitality of the Plaza, and they are rejecting the county's strong-arm tactics.

I hope the Town Council will stand up to Katie Rice's relentless overreach over this issue and many others, and put an end to deceptive tactics deployed by staff. This has been a horrendous waste of everyone's time not to mention millions and millions of dollars, and those responsible should be held accountable.

On top of that, the county's track record for mitigation to date is abysmal, and there is little reason to believe that the county will be able to provide mitigation to impacted homes now or in the near future. It is no secret that they currently lack the money - but one also wonders - do they have the capability to manage such a massive undertaking? For those reasons and more, I urge the Town to not remove BB2 – until mitigation is firmly in place for all impacted homes.

The Town Council should be made aware that only three mitigation proposals have been made to date. And they were not for homes, but rather three garages – two of which were converted to offices. And only one proposal has actually been accepted by a homeowner.

That's what has been accomplished in four years' time. It is not impressive.



56 Lincoln Park, S.A., 20 Winship, Ross and 78 SFD, Ross. two garages converted to offices, and one garage.

The idea the county can provide mitigation for 20 or 21 homes seems entirely far-fetched and unrealistic, especially since 5 or 6 homes need to be raised. The Town Council should know that the County is not actively working on mitigation plans with me or any of my similarly impacted neighbors.

Mitigation must be done before work can be performed in the creek, and that means leaving BB2 alone until there are funds to do it. Had a portion of the millions of dollars spent on consultants been spent on the acknowledged need for mitigation, the County's current lack of funding for mitigation might have been avoided.

In the meantime, give the Plaza back to the people.

Respectfully,

John Crane

Physical address:
86 Sir Francis Drake Boulevard
Ross, CA 94957

Mailing address:
86 Sir Francis Drake Boulevard
San Anselmo, CA 94960

Robyn Clifford

From: warren commoncurrent.com <warren@commoncurrent.com>
Sent: Wednesday, September 21, 2022 2:13 PM
To: Town Council
Subject: Weds. Special Meeting question

Follow Up Flag: Follow up
Flag Status: Flagged

Why is the fence erected by County now blocking the paved area that is adjacent and just East of sidewalk--this area was not taped off by County on Thursday, and has been designated to be gathering area for Town public space after bridge platform demolition (officially part of town Design Charrettes)? It is not above the bridge or any supposedly unsafe area. What is the cause of this inconsistency by the County if not retribution for removal of red tape last week?

Warren Karlenzig
10 Floribel Ave.
San Anselmo, CA 94960

Robyn Clifford

From: Casey Cowgill <cpcowgill@gmail.com>
Sent: Wednesday, September 21, 2022 1:42 PM
To: Town Council
Subject: Feedback on the Plaza & Creek Park

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: External Sender

Hello,

I just want to share how much we have loved the plaza, even knowing it was always temporary. It has given the town a central place to gather and relax. Critically, it has made the park feel connected to the street rather than a side thought.

Regardless of what happens in the short term, I am supportive of more gathering space similar to the plaza in the final design of the park!

Casey
26 San Rafael Ave

Robyn Clifford

From: Doug Ryan <dougryan999@gmail.com>
Sent: Wednesday, September 21, 2022 7:48 PM
To: Town Council
Subject: comments for public meeting 9/22/22

CAUTION: External Sender

Your zoom person said "doug" can't unmute due to an old version of zoom. Not sure if it's me because there is no way to know.
My name is doug ryan and i reside at 74 sir francis drake blvd in ross
I urge you to block the county from removing bb2 prior to providing required mitigation. My home is one of those identified in the original EIR and still requiring mitigation.
the county has proposed nothing regarding mitigation for my property.
Hugh Davis did propose cutting my house in half and raising half. He also said the risk of increased flooding did exist but was minimal and I should accept the risk. I told him I would accept zero risk.
Can the county unilaterally demolish the structure? I urge you to block any action by the county that will flood my home.
regards
doug ryan

Robyn Clifford

From: keith Marsh <keithmarsh@earthlink.net>
Sent: Wednesday, September 21, 2022 9:06 AM
To: Town Council
Subject: Creek Plaza Agenda 9/21/2022

Town Council Agenda 9/21/2022

Creekside Picnic area

We have been residents of San Anselmo for 46 years and have survived two major floods (1982 and 2005) to our property on Sir Francis Drake with extensive damage and costly repairs.

The removal of commercial buildings at Creekside Park made way for a temporary picnic plaza area that has become one of our favorite spots in downtown. We are not fans of the new plan for the picnic area that opens the area to views of the creek, but removes the picnic area. Our preference would be to redesign the plan with a raised picnic area over the creek to allow waters to flow. Even if this area floods, damage would be minimal.

Our concern is that the County would use this structural issue to move forward with removing the foundation that was impeding creek flow but raise flood levels at our home downstream. We were assured by Liz Lewis of the Marin County Flood/Public Works that this would not happen until the Winship Bridge was repaired downstream of our home and mitigate the higher flood levels created by removal of the foundation at Creekside.

Since this has been in the works for several years with delays created by Ross at Winship, this major work will not happen any time soon. When the foundation and Winship Bridge are rebuilt, we hope a new picnic area can be built to replace the existing plaza over the creek.

The newly revealed structural issues of the bridge and picnic area are still uncertain with conflicting structural reports on safety and cost of repairs. We are hoping for a temporary fix so that the picnic plaza area can be reopened before the foundation is removed. We would support a temporary repair that would reopen the plaza for at least 5 years.

Keith & Helena Marsh

32 Sir Francis Drake

San Anselmo, CA 94960

415-456-9836

Robyn Clifford

From: teresa mclean <teresamclean@hotmail.com>
Sent: Friday, September 23, 2022 12:26 PM
To: Town Council
Subject: Creek Park Plaza!

Hello-

I'm writing in regards to the current state of Creek Park and the plan to demolish it.

Please take down the fence and give us back this lovely and lively area that has brought our town to life this past two years. San Anselmo has truly come to life with creating a common area for all of us to eat, socialize, listen to music, etc. It has opened up the town to Creek Park as well, making it a more welcoming outdoor space where everyone feels comfortable. It doesn't feel so "hidden" as it did before. It also is a space that is utilized at all hours of the day (morning, noon and evening). I see families, seniors, teens, dogs....all enjoying this space. Please do not destroy it!

I have lived in San Anselmo for 21 years and I have never seen this town as lively and enjoyed by so many people as it has been these past couple of years. This has much to do with the space at Creek Park plaza.

Until there is more proof that this is a dangerous structural area and/or that the risk of flooding will be alleviated by demolishing this area---please give us back our plaza!

Thank you

Teresa McLean
145 Calumet Ave.
San Anselmo
415-706-6989