

**AGENDA ITEM 1(b)**

**TOWN OF SAN ANSELMO  
STAFF REPORT  
September 8, 2004**

For the Meeting of September 14, 2004

TO: Town Council

FROM: Janet Pendoley, Finance & Administrative Services Director

SUBJECT: Report of Warrants Issued, August 2004

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**RECOMMENDATION**

That Council acknowledge and file warrant numbers 49442 to 49687 issued during the month of August 2004 in the amount of \$1,292,905.93. The following warrants voided or cancelled: 49361 and 49534.

**BACKGROUND**

This report is an itemization of payments made to vendors during the month just ended. It also includes warrants written to Bank of America for the month's two regular payrolls as well as reimbursements to employees for work-related approved expenditures.

Respectfully submitted,

Janet Pendoley  
Finance and Administrative Services Director

**Attachment 1:** Warrant Registers, August 2004

## AGENDA ITEM 1(c)

TOWN OF SAN ANSELMO  
Staff Report  
August 16, 2004

For the meeting of September 14,  
2004

TO: Town Council  
FROM: Kay Coleman, Community Resources Director  
SUBJECT: The San Anselmo Community Fair and Parade

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### RECOMMENDATION

That Town Council approves the downtown event application for the *San Anselmo Community Fair & Parade* to be held on Sunday, October 3, 2004, closing SA Avenue from Bridge to Bolinas Avenue from 8am to 6pm.

### BACKGROUND

A fall community fair and parade have been held in downtown San Anselmo for many years. It is the hope of the Fair and Parade Committee to continue that tradition.

### DISCUSSION

The objective of the Community Resources office, in coordinating the Community Fair and Parade, is to bring residents together downtown for an event that builds community and celebrates family activities. Many local neighborhoods and children's groups will participate in the parade along with the Wells Fargo Wagon, fire trucks, horses, bikes, dressed up dogs, a New Orleans style marching band and many, many more participants. In addition local artists will display their art in a booth provided at a nominal fee.

The food is offered only by local restaurants and non-profit groups, and each Town department is involved in some way in the day's activities. All of these elements make this truly a hometown event.

## CONCLUSION

The attached application explains how the event will meet the objectives and standards for downtown events. The event is designed to attract residents – particularly families – to the downtown for a community celebration.

## **AGENDA ITEM 1(d)**

### **For the Meeting of September 14, 2004**

To: San Anselmo Town Council  
From: Charles L. Maynard, Chief of Police  
Subject: Use of COPS Funds  
Date: September 8, 2004

## **RECOMMENDATION**

That Council approve the attached resolution authorizing the use of Citizens Option for Public Safety (COPS) funds to fund one half of a Police Traffic Officer and Police Dispatcher positions and a portion of the Lead Dispatcher position. These positions are currently partially funded under the COPS Program. Additionally, the COPS program provides for the maintenance of the Department's computerized dispatch and records management system.

## **BACKGROUND**

In past years the State of California has provided (COPS) funds to be available to local law enforcement agencies to be used for first line law enforcement. Funds from this program can be used to fund both sworn and non-sworn positions, purchase and maintain equipment and fund technology programs as long as these expenditures can be shown to assist front line law enforcement. The Town of San Anselmo has been the recipient of these funds for the past several years, and will be receiving funds for FY 2004-05 in the amount of \$100,000. These funds are earmarked to provide the partial funding described above for the continued funding of a Police Traffic Officer, Police Dispatcher, the Lead Dispatcher position, and to provide support to the department's records management system.

Senate Bill 736, authored by Senator Charles Poochigian was signed into law making COPS funding a permanent part of the State budget. The Governor signed this legislation to ensure that additional law enforcement employees hired with COPS funds continue to be employed by local police departments. This legislation lifted the sunset clause on the COPS Program and will ensure funding in future years by making this program a permanent part of the State budget.

**CONCLUSION**

Continuation of the partial funding of the Police Traffic Officer, Police Dispatcher and the Lead Dispatcher positions will allow the department to continue its comprehensive traffic safety and enforcement programs and to better serve the residents and visitors of our community. These programs will be funded through a combination of COPS funding and increased traffic fine revenue.

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CHARLES L. MAYNARD  
Chief of Police

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WHEREAS, Assembly Bill 3229 provided for the Citizens Option for Public Safety (COPS) funds to local law enforcement agencies; and

WHEREAS, the Governor signed Senate Bill 736, that extends the COPS program indefinitely and provides local government law enforcement jurisdictions with annual baseline funding in the amount of \$100,000, for frontline law enforcement personnel and other related equipment, and

WHEREAS the Chief of Police has prepared a recommendation on the use of the COPS funds, pursuant to the requirement of AB 3229; and

WHEREAS, the recommendation is that the funds be used to provide half the labor costs for a Police Traffic Officer and Police Dispatcher, to provide partial funding of the Lead Dispatcher position, and to provide support to the department's records management system.

NOW THEREFORE, BE IT HEREBY RESOLVED that the San Anselmo Town Council approves the recommendation of the Police Chief to appropriate the COPS funds as stated above.

I hereby certify that the foregoing resolution was approved by the San Anselmo Town Council on the 14<sup>th</sup> day of September 2004, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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PAUL CHIGNELL  
Mayor

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BARBARA CHAMBERS  
Town Clerk

**AGENDA ITEM 1(e) – continued to the meeting of September 28, 2004**  
**AGENDA ITEM 1(f) – continued to the meeting of October 26, 2004**

**AGENDA ITEM 2**

**TOWN OF SAN ANSELMO**  
**STAFF REPORT**  
**September 7, 2004**

For the meeting of September 14, 2004

TO: Town Council

FROM: Debra Stutsman, Town Administrator

Subject: Historical Museum  
Collection Management Policy

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***RECOMMENDATION***

That Council approve the attached San Anselmo Historical Museum Collection Management Policy.

***BACKGROUND***

The San Anselmo Historical Museum is operated by the Historical Commission and collects, preserves, interprets and presents the history of San Anselmo.

***DISCUSSION***

The policy serves as instruction to the Historical Commissioners and other docents, who work at the Historical Museum, and as general information and guidelines for the public. The Collection Management Policy is a public statement of the Commission's commitment to care for and manage its collection properly.

***CONCLUSION***

Historical Commission Chair Tom Hendricks and member Judy Coy will be present at the meeting to give an oral report on the work of the Commission and answer any questions on the Collection Management Policy.

Respectfully submitted,

Debra Stutsman  
Town Administrator

## **San Anselmo Historical Museum Collection Management Policy**

This policy serves as instructions to the Commissioners of the San Anselmo Historical Commission and other docents, who serve as staff to the San Anselmo Historical Museum, and as general information and guidelines for the public. The Museum's Collection Management Policy is a public statement of the San Anselmo Historical Commission's commitment to care for and manage its collection properly.

### **Historical Commission Mission Statement**

The San Anselmo Historical Commission was established by the San Anselmo Town Council in June 1976 to preserve the history of San Anselmo and to make the Town's historical heritage known to its residents. The Commission is responsible for the following activities:

- research and publication of aspects of San Anselmo history,
- interview old-time residents and record their oral histories,
- collect, identify, and catalog photographs and memorabilia,
- design permanent and temporary displays for the Historical Museum,
- staff the Historical Museum, and
- advise Town Council and Town Departments on historical matters.

The Commission is composed of fifteen members appointed by a majority vote of the Town Council.

### **Historical Museum Mission Statement**

The San Anselmo Historical Museum, which operates under the auspices of the San Anselmo Historical Commission and the Town of San Anselmo, collects, preserves, interprets, and presents the history of San Anselmo.

The Museum uses its photographic, object and archival collections in public displays that foster an understanding and appreciation of the history of San Anselmo and its place in the history of Marin County and California.

### **Scope of Collection**

Driven by its mission, the Museum has collected historical records of the Town's notable people, neighborhoods, businesses, celebrations, and events. The collection is especially rich in historic photographs of San Anselmo. The collection also includes a small number of artifacts related to San Anselmo, a small reference library, and archival materials (news clippings, family histories, oral histories, etc.).

### **Museum Collection Management Policy**

It is the policy of the San Anselmo Historical Museum to collect those historical, cultural, aesthetic, or natural objects that have a relationship to the development of the Town of San Anselmo; or that are associated with a person, place or event in the Town; or that are related to Marin and California history for which the Museum has an ultimate use in telling the story of San Anselmo; or that are typical or representative of objects made or used in San Anselmo for which the Museum has an ultimate use.

The Museum collects historical materials in a variety of formats including, but not limited to: manuscripts, books and other written and printed materials; photographs, prints, paintings, and other visual materials; tapes, recordings, and other oral history materials; equipment, furnishings, clothing and other natural, commercial, institutional, and personal objects of the past.

The Museum seeks quality artifacts that are documented or can be documented as to provenance, date, age, etc. The quality and historical relevance of the collection objects are stressed over the quantity of the collection.

Management of the collection is the responsibility of the San Anselmo Historical Commission. An Acquisitions Committee, composed of three commissioners, advises the Commission on accession and de-accession activities.

### **I. Acquisition Guidelines**

Acquisitions to the San Anselmo Historical Museum's collections, whether by gift, bequest, exchange, purchase, transfer, or other means, shall be in accordance with the following guidelines:

1. The Museum will collect material related primarily to the history of San Anselmo. Objects not related specifically to the history of San Anselmo must be thought to have some useful purpose in relating San Anselmo history to

- Marin and California history, or contribute to and enhance the visual and educational impact of exhibits.
2. The materials should be useful for exhibition, research or scholarship.
  3. Only those objects which can be properly stored, preserved, and cared for will be accepted.
  4. Acquisition should occur without donor restrictions. Restrictions or conditions may be considered when in the best interest of the Museum's fulfillment of its mission. Use and disposition will be at the discretion of the Museum unless otherwise specified.
  5. It is intended that accessioned objects shall be a permanent part of the Museum's collection as long as they retain their physical integrity, identity, and authenticity, and as long as they remain useful for the mission and purposes of the Museum.
  6. The Museum accepts objects under the following conditions: a) no guarantees shall be made that the artifact be retained by the Museum in perpetuity; b) that the object be exhibited by the Museum; or c) that it be used by the Museum in any specific manner.
  7. A Deed of Gift (legal document of conveyance), signed by a member of the Acquisitions Committee, with a description of the object and the conditions of transfer, will be made for all acquisitions.
  8. The Acquisitions Committee will ensure that each object is researched and determine that it serves the goals and mission statement of the Museum before any object is accepted into the Museum's collection.
  9. The Acquisitions Committee will report on acceptance of objects for the Museum's collection to the San Anselmo Historical Commission.
  10. Any dispute between donors, prospective donors or their representatives and the Historical Commission shall be resolved by the San Anselmo Town Council.
  11. Gifts to the San Anselmo Historical Museum become the property of the Town of San Anselmo. They are tax-deductible to the extent permitted by law. Donors desiring to take an income tax deduction must obtain an independent appraisal made by a disinterested third party in accordance with Internal Revenue Service regulations. Commissioners may not make appraisals of the monetary value of materials.

## **II. Accessioning**

Accessioning is the process by which an acquisition becomes a part of the Historical Museum's collection. A member of the Acquisitions Committee will enter an accession record in the Collections Database, detailing all available information and provenance on the artifact.

## **III. De-accessioning**

Strengthening the Museum's collection may involve eliminating objects from the collection to provide better use of financial, physical, and personnel resources. De-



accessioning affords the Museum the opportunity to refine and improve the collection, allowing the Museum to better meet its stated mission to collect, preserve, and promote the history of San Anselmo. The Museum has the right to carefully and judiciously de-accession and eliminate of objects from its collection in a manner consistent with professionally accepted standards.

**A. Criteria for De-accessioning.**

1. The object is no longer relevant or useful to the Museum's mission and activities.
2. The object has deteriorated beyond exhibition or study usefulness or the object is made of hazardous materials or is actively decomposing in a manner that directly affects the condition of other objects and/or the health and safety of the Museum's docents and/or visitors.
3. The object duplicates an object of superior provenance and/or physical condition.
4. The Museum is unable to properly store, conserve or exhibit the object.

The removal of any object from the collection and its disposal in an appropriate manner must be approved by the Historical Commission.

**B. Procedure**

1. When an object meets one or more of the above criteria for de-accessioning, the Acquisition Committee will present the recommendation to the Historical Commission.
2. If the Historical Commission approves the recommendation, the object can be removed from the permanent collection and disposed of in an appropriate manner.

**C. Manner of Disposition**

1. The manner of disposition will be in the best interest of the Museum, the Town of San Anselmo, and the community.
2. The method used for each object will be chosen by the Acquisitions Committee.
3. Methods of Disposition
  - a. Placement in another public institution by gift, transfer, exchange, or sale.
  - b. Return to the original donor or the original donor's heirs.
  - c. Public sale.
  - d. Destruction (see de-accessioning Number 2 above).
4. Pre-Disposition Requirements
  - a. If an object is being de-accessioned because of any of the following de-accession criteria -- (1) no longer relevant or useful, (3) a duplicate, or (4) unable to be stored, conserved or exhibited - an effort will be made to contact the original donor or the original donor's heirs to inquire if they are interested in receiving the object.
  - b. If the original donor (or the original donor's heirs) is not found in a reasonable length of time, the object can be disposed of as determined by the Acquisitions Committee.
5. Disposition Requirements and Restrictions.
  - a. Permanent removal and disposition of de-accessioned objects shall be done in an ethical and legal manner.

- b. Proceeds from the sale of de-accessioned objects will be used solely for collections acquisition and preservation.
- c. A permanent record of the de-accessioned objects and their disposal will be maintained by the Museum with the other accession records.

#### **IV. Loans**

1. In order to meet its exhibition, research and educational goals, the Museum will undertake, as appropriate, incoming and out going loans of objects. The Historical Commission must approve all incoming and out going loans.
2. All incoming and outgoing loans are processed and monitored by the Commission.
3. All objects on loan to the Museum must be covered by the lender's own insurance.
4. Incoming loans will receive the same care, handling precautions, and security as the Museum's collections.
5. Any object borrowed from the Museum is the responsibility of the borrowing institution and must be returned in the same condition it was in when borrowed.

#### **V. Access to Collection**

The collections are an educational resource and will be accessible for research. The following guidelines and rules apply:

1. All researchers are subject to procedures necessary to safeguard artifacts as determined by the Museum.
2. Researchers are subject to restrictions of normal operating hours and docent availability and time necessary to assist the researcher.
3. Docents are under no obligation to make the Museum's records and collections available for random searches.
4. Researchers will bear the cost of reproducing records or of any other services they request.
5. Access to collections is limited to those accompanied by Museum docents.

July 2004

### **AGENDA ITEM 3**

**TOWN OF SAN ANSELMO  
STAFF REPORT  
September 7, 2004**

For the meeting of September 14, 2004

TO: Town Council

FROM: Debra Stutsman, Town Administrator

Subject: Agreement with Sleepy Hollow Fire Protection District

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## ***RECOMMENDATION***

That Council approve the attached agreement with the Sleepy Hollow Fire Protection District to provide fire protection services to the unincorporated area of San Anselmo known as Sleepy Hollow.

## ***BACKGROUND***

Since 1956, the Town of San Anselmo has contracted to provide fire protection services to the Sleepy Hollow Fire Protection District (District). The service was provided through the Town's Fire Department until 1982, when the Ross Valley Fire Service (RVFS) was formed to provide fire protection services to the communities of Fairfax, San Anselmo and Sleepy Hollow. RVFS is governed by a Joint Powers Agreement between the towns of San Anselmo and Fairfax. The Sleepy Hollow Fire Protection District contracts separately with San Anselmo for fire protection through RVFS, and has a non-voting seat on the Service's Board of Directors.

## ***DISCUSSION***

The current agreement between the Town and the District expires June 30, 2005. Mayor Chignell (also a RVFS Board Member) and the Town Administrator were authorized by the Council to conduct negotiations for a new contract with the District.

The attached draft contract has the following provisions:

- San Anselmo agrees to keep Station 20 (Butterfield Road) open and fully staffed and satisfactorily maintained during the life of the contract.
- The District agrees to pay 25% of the labor cost of the Town's share of the RVFS budget for 2004-2005 and 2005-2006.
- The District will pay 23% of the labor cost of the Town's share of the RVFS budget for 2006-2007, 2007-2008 and 2008-2009.
- An annual reconciliation process will take place by December 15 of each year to adjust for actual labor cost reimbursements credited to the Town through RVFS.
- The term of the agreement is five years. After the initial five-year period, the contract will continue indefinitely for successive two (2) year terms unless terminated by either party.
- The Town agrees to indemnify the District against all claims, except that such indemnity shall not extend to damages attributable to the District's negligence or fault.

## ***ANALYSIS***

In consideration of the Town's difficult financial situation, the District has agreed to contribute an increased percentage (25%) of labor costs to assist the Town through this difficult time. In exchange, the Town agrees that Station 20 on Butterfield Road will

remain open, fully staffed and maintained in satisfactory physical condition. The percentage of labor costs will return to the current 23% after the initial two-year period. At the end of the five-year term, the percentage will remain at 23% unless otherwise negotiated.

### ***CONCLUSION***

The Town has enjoyed this working relationship with the Sleepy Hollow Fire Protection District for many years. This contract ensures the continuation of excellent fire protection to the people of Sleepy Hollow. The District's flexibility in working with the Town during these difficult fiscal times is much appreciated.

Respectfully submitted,

Debra Stutsman  
Town Administrator

C: Sleepy Hollow Fire Protection Board of Directors:  
Frank Berto  
Tom Finn  
George Szabo

### **AGREEMENT**

THIS AGREEMENT ("Agreement") is made this fifteenth day of September, 2004 by and between the TOWN OF SAN ANSELMO ("Town") and the SLEEPY HOLLOW FIRE PROTECTION DISTRICT ("District").

In consideration of the mutual promises hereinafter made, the parties agree as follows:

1. REVOCATION OF PRIOR AGREEMENT

The agreement of June 16, 1980, as amended, between Town and District is hereby revoked.

2. SERVICES BY TOWN

Throughout the term of this Agreement, Town will provide fire suppression, fire protection, first aid emergency medical response (EMT or higher standard), hazardous materials incident response, and rescue

services within the territory of District to the same standard as within Town. Station 20, located at 150 Butterfield Road, will remain open and fully staffed and equipped. For purposes of this Agreement, "open and fully staffed and equipped" shall mean (i) the twenty-four (24) hour continuous operation of Station 20 by not less than two (2) full-time uniformed personnel sufficient to permit the immediate dispatch of an effective "First Alarm Response" to all calls for services within the District on an equal-priority basis as calls for services outside of the District; (ii) the stationing and maintenance at Station 20 of equipment, materials, and supplies substantially the same in quality and quantity as currently exist, and (iii) the maintenance of Station 20 in satisfactory physical condition. Notwithstanding the foregoing, the Fire Chief shall have sole discretion as to the most effective manner of handling and responding to calls for services in the District and full authority and responsibility to determine how conflicting demands for personnel and equipment shall be met.

3. CONSIDERATION

(a) District shall pay Town 25% of the labor (salary, benefits, reimbursable labor costs, overtime, volunteers, retirees and insurance) cost of Town's share of the Ross Valley Fire Department, as budgeted in Town's final budget for fiscal years 2004-2005 and 2005-06. The District shall pay 23% of the salary (benefits, reimbursable labor costs, overtime, volunteers, retirees and insurance) cost of Town's share of the Ross Valley Fire Department, as budgeted in Town's final budget for fiscal years 2006-07, 2007-08 and 2008-09. District shall be notified in writing of the sum so determined immediately following final budget adoption and no later than July 15<sup>th</sup> of each year. Payments shall be made quarterly in equal installments by September 30, December 31, March 31, and June 30. For purposes of this Agreement, "labor costs" shall not include (i) costs (including in

connection therewith all attorneys' fees and costs of settlement, judgments, and payments in lieu thereof) arising from claims, disputes, or potential disputes in connection with potential or actual claims, litigation, or arbitrations pertaining to any labor dispute, layoff, or employee or volunteer claim for salary, benefits, overtime, insurance, or unemployment compensation from the Town and/or the Town's share of the Ross Valley Fire Department; and (ii) any other costs or expenses which, in accordance with generally accepted accounting principles, consistently applied, would not normally be treated as labor costs by comparable municipalities and/or fire departments in the County of Marin.

- (b) By December 15 of each year, District shall be notified in writing of the actual labor cost of the Town's share of the Ross Valley Fire Department for the prior fiscal year (July 1 to June 30), and the amount that is the agreed upon percentage of the actual labor costs, which comprises District's costs.
- (c) The labor costs paid by District shall be adjusted for actual labor cost reimbursements credited to the Town from other agencies including, but not limited to (i) State Office of Emergency Services reimbursements of labor costs paid by the Town in providing disaster assistance in cases of catastrophic emergencies; (ii) Ross Valley Paramedic Authority reimbursements of incremental costs paid by the Town in providing paramedic (rescue engine) response; (iii) County of Marin reimbursements of costs paid by the Town to provide fire services to the unincorporated areas served by the department as per the contract with the County of Marin; and (iv) reimbursement income received for building plan checks and reviews.
- (d) If the amount paid by District the prior fiscal year as based on budgeted costs is greater than the agreed upon percentage of the

actual labor costs, the difference shall be considered excess payment and shall be deducted from the payment owed to Town on January 30. If the amount paid by District the prior fiscal year as based on budgeted costs is less than the agreed upon percentage of the actual labor costs, the difference shall be added to the payment owed to the Town on January 30.

4. TERM

This Agreement shall commence September 15, 2004 and continue until September 30, 2009. Thereafter, this Agreement shall continue indefinitely for successive two (2) year terms unless terminated by:

- (a) Written notice by either party to the other party first given on or before June 30<sup>th</sup> of any year, effective no sooner than June 30<sup>th</sup> two years thereafter, provided, however, that by mutual agreement of the parties the two (2) year waiting period may be waived, or
- (b) A jurisdictional reorganization under the Cortese-Knox-Hertzberg Local Government Reorganization Act, as amended, affecting both parties, provided, however, that (i) no such reorganization shall be effective sooner than two years after the date the reorganization is initiated; and (ii) the Town shall not seek or support, without District consent, via petition or otherwise, any reorganization that could result in the merger, consolidation, or dissolution of the Sleepy Hollow Fire Protection District.

5. TERMINATION OF JPA

In the event that the Town or the Town of Fairfax withdraws from the Ross Valley Fire Service Joint Powers Authority Agreement (the "JPA") or the JPA is terminated for any reason, the District shall not be required to share in any economic losses or detriment arising therefrom and shall not be responsible for any of debts or contractual obligations of the Ross Valley Fire Service, the Town, or the JPA.

6. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between the parties, and may be altered, amended or revoked only by an instrument in writing duly executed by both parties.

7. FILING

This Agreement shall be filed with the San Anselmo Town Clerk and the Marin County Auditor.

8. SEVERABILITY

If any provisions of this Agreement or its application are held invalid, then the remainder of this Agreement shall remain in effect, and the Town and the District shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provisions.

9. THIRD PARTIES

This Agreement is entered into for the benefit of the Town and the District only and shall confer no benefits, direct, implied or incidental, nor to give rise to any rights in, any third party.

10. NOTICES

All notices or other communications under this Agreement shall be deemed to have been given at the time of delivery if personally delivered or three (3) calendar days after the time of mailing if sent by first class mail, postage prepaid.

11. INDEMNIFICATION

The Town agrees to indemnify and hold the District and its officers, directors, employees, agents, representatives, and contractors (each a "District Indemnitee") harmless from and against any and all claims, actions, losses, damages, liability, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by a District Indemnitee in any claim or action between the Town and a District Indemnitee, between a District Indemnitee and any third party, or otherwise arising out of or in connection with the Town's provision of services to the District pursuant to this Agreement or any breach of any of the Town's covenants, representations, warranties, or obligations set forth in this Agreement, provided, however, that the Town's obligation of indemnification shall not extend to the percentage of a third party claimant's damages or injuries or the settlement amount attributable to the



District's negligence or other fault, breach of contract or warranty, or strict liability imposed upon the District as a matter of law. The District shall promptly notify the Town of all claims and proceedings related thereto of which the District becomes aware.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first hereinabove written.

TOWN OF SAN ANSELMO

BY \_\_\_\_\_  
Paul Chignell, Mayor

ATTEST:

\_\_\_\_\_  
Barbara Chambers, Town Clerk

SLEEPY HOLLOW FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
Frank J. Berto, Chair

\_\_\_\_\_  
Thomas J. Finn, Board Member

\_\_\_\_\_  
George B. Szabo, Board Member

ATTEST:

\_\_\_\_\_  
Thomas J. Finn, Secretary

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**AGENDA ITEM 4 – Continued to the meeting of September 28, 2004.**

**AGENDA ITEM 5**

**TOWN OF SAN ANSELMO  
STAFF REPORT  
August 30, 2004**

***For the Meeting of September 14, 2004***

**TO:** Town Council

**FROM:** Tom Bell, Planning Director

**SUBJECT:** Appeal of Planning Commission's approval of DR-0424, Flatland Design Review of a 523 square foot second story master suite addition located at 59 Brookside Drive within the R-1 zoning district, APN 5-181-02.

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**RECOMMENDATION**

That the Town Council uphold the Planning Commission's conditional approval.

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**APPELLANTS:** Charles Glynn and Janet Brown, 55 Brookside Drive

**BACKGROUND:**

July 19, 2004 Planning Commission conditionally approved project (3:1 ayes:  
House/Jochum/Harris noes: Sisich)

**REASON FOR APPEAL**

Charles Glynn and Jan Brown, adjacent property owners to the east of subject property have based their appeal on the following:

1. They did not feel the findings to support the project were based on an appropriate shadow study and that dates and times should be expanded to include summer solstice at 6:00 p.m. and winter solstice at 4:00 p.m.
2. The size and placement of the windows at the rear of the proposed addition were not considered in making the findings that their privacy will not be unreasonably affected.

### **COMMISSION DECISION**

The Commission discussed the location and size of the second story addition. The consensus of the Commission was that there was sufficient space between the two properties, that the addition met the required setbacks and that the design was in keeping with the neighborhood. Chair Sisich felt that light may be an issue and suggested removing or reducing the size of the den.

### **RESPONSE TO APPEAL**

1. A shadow study is not required by Code. However, the shadow study was requested in order to provide an overall indication of light impact to assist the Commission in making its findings. Although additional studies may provide shadow effects at particular times, the Commission was provided with adequate information to determine that the project would not unreasonably impair light. In this case, the distance and orientation of the proposed second story was sufficient for the Commission to make its findings for approval.
2. The Commission determined that the design and placement of the proposed upper story windows would not unreasonably affect the privacy of neighbors.

### **RECOMMENDATION**

Uphold the Planning Commission's approval of DR-0424 by reaffirming the Commission's findings and denying the appeal.