



CITY of BRISBANE

City Council Meeting Agenda

Thursday, December 11, 2025 at 6:30 PM • Hybrid Meeting 50 Park Place, Brisbane, CA

The public may observe/participate in City Council meetings using remote public comment options or attending in person. The City Council may take action on any item listed in the agenda.

TO ADDRESS THE COUNCIL

IN PERSON

Location: Community Meeting Room 50 Park Place, Brisbane, CA 94005

To address the City Council on any item – whether on the posted agenda or not – please fill out a Request to Speak Form located in the Community Meeting Room Lobby and submit it to the City Clerk. Speakers are not required to submit their name or address.

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Remote meeting participants may address the City Council via Zoom Webinar. Aside from commenting personally while in the Zoom Webinar, you can also use the call in number. The public comments received will be noted for the record during Oral Communications 1 and 2 or during an agenda item. We encourage you to email comments on or not on agenda items in advance of the meeting to ipadilla@brisbaneca.org. That email address, however, will not be monitored during the meeting and emails received during the meeting will not be responded to or brought to the attention of the City Council during the meeting.

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brisbaneca.org/cc-zoom

Webinar ID: 991 9362 8666

Call In Number: 1 (669) 900-9128

Note: Callers dial *9 to "raise hand" and dial *6 to mute/unmute.

SPECIAL ASSISTANCE

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WRITINGS THAT ARE RECEIVED AFTER THE AGENDA HAS BEEN POSTED

Any writings that are received after the agenda has been posted but before 4pm of the day of the meeting will be available for public inspection at the front lobby in City Hall and on the internet (brisbaneca.org/meetings). Any writings that are received after 4pm of the day of the meeting will be distributed to the Council and made available for public inspection at the front lobby and on the internet the day after the meeting (brisbaneca.org/meetings).

6:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

ROLL CALL

- A. Consider any request of a City Councilmember to attend the meeting remotely under the “Emergency Circumstances” of AB 2449

ADOPTION OF AGENDA

ORAL COMMUNICATIONS NO. 1

CONSENT CALENDAR

- B. Proclamation Honoring Community Development Director John Swiecki After Nearly 21 Years of Exemplary Service to the City of Brisbane
- C. Approve Minutes of City Council Meeting of November 20, 2025
- D. Approve Minutes of City Council Closed Session Meeting of November 20, 2025
- E. Approve Minutes of City Council Special Meeting of December 1, 2025
- F. Approve Minutes of City Council Special Meeting of December 2, 2025
- G. Approve Minutes of City Council Special Meeting of December 4, 2025
- H. Adopt Resolutions to Appoint Members to the Inclusion Diversity Equity & Accountability Committee, Complete Streets Safety Committee, Open Space & Ecology Committee, Parks & Recreation Commission, and Planning Commission
- I. Adopt Resolution to Appoint Community Garden Steward until January 2030
- J. Accept Development Impact Fee Annual Report Fiscal Year 2025

NEW BUSINESS

K. Administer Oath of Office to Newly Appointed Committee Members and Commissioners

Alex Lau, Planning Commission for a term through January 2030
Dariusz Wodziak, Planning Commission for a term through January 2030
Cristian Cabrera, Complete Streets Safety Committee for a term through January 2030
Erin Becker, Open Space and Ecology Committee for a term through January 2030
Jason Nunan, Open Space and Ecology Committee for a term through January 2029
Mary Rogers, Open Space and Ecology Committee for a term through January 2030
Michele Salmon, Open Space and Ecology Committee for a term through January 2030
Anthony Walker, Open Space and Ecology Committee for a term through January 2030
Trudi Davis, Parks and Recreation Commission for a term through January 2030
Christine Gornitsky, Parks and Recreation Commission for a term through January 2030
Natalie Ocampo, Parks and Recreation Commission for a term through January 2030
Tom Seawell, Parks and Recreation Commission for a term through January 2030
Marissa Lee Baird, Inclusion, Diversity, Equity and Accountability Committee for an initial term through January 2028
Anna Dennis, Inclusion, Diversity, Equity and Accountability Committee for a term through January 2028
Quita Highsmith, Inclusion, Diversity, Equity and Accountability Committee for a term through January 2028
Alex Horton, Inclusion, Diversity, Equity and Accountability Committee for a term through January 2028
Carol Zoltowski, Inclusion, Diversity, Equity and Accountability Committee for a term through January 2028

L. Selection of New Mayor and Mayor Pro Tem

M. Administration of Oath of Office of Newly Selected Mayor and Mayor Pro Tem

N. Recognize Outgoing Mayor Cliff Lentz for his Service

(A Brief Break Will Be Held After Item N)

O. Adopt a Resolution Approving Contract Amendment No. 2 with Anchor QEA, LLC in the amount of \$77,500 for 2026 Brisbane Marina Maintenance Dredging

P. Provide General Guidance on Plaque Honoring David Schooley

STAFF REPORTS

Q. City Manager's Report- City Updates and Upcoming Activities

MAYOR/COUNCIL MATTERS

R. Countywide Assignments and Subcommittee Reports

- i. Parkside 2 Ad Hoc Subcommittee Update
- ii. Report Out on Subcommittee Meetings
- iii. Upcoming Subcommittee Meetings

S. Written Communications

ORAL COMMUNICATIONS NO. 2

ADJOURNMENT

File Attachments for Item:

B. Proclamation Honoring Community Development Director John Swiecki After Nearly 21 Years of Exemplary Service to the City of Brisbane

City of Brisbane PROCLAMATION

HONORING JOHN SWIECKI UPON HIS RETIREMENT

WHEREAS, John Swiecki has dedicated almost 21 years of exemplary service to the City of Brisbane, serving first as Principal Planner and then Community Development Director, applying his expertise, leadership, and vision to the growth and vitality of our community; and

WHEREAS, John has guided transformative projects that have enhanced the quality of life for residents, fostered sustainable growth, and preserved the unique character of our community, including the build-out of Sierra Point and planning for the Parkside area, Brisbane Baylands, and Quarry; and

WHEREAS, John has been a steadfast advocate for thoughtful planning, economic opportunity, and community engagement, ensuring that new development reflects the community's values and aspirations; and

WHEREAS, in staffing and supporting the Planning Commission's work, John's patience, breadth of knowledge, and effective communication skills, both with the Commission and members of the public, was notable, particularly his ability to inject humor and levity when needed; and

WHEREAS, John's supportive and approachable leadership style nurtured the growth and development of Department staff, helping retain and mentor staff for the overall benefit of Department operations; and

WHEREAS, John's commitment to leveraging new technology and supporting innovative problem solving helped set the tone for innovation within the Community Development Department, overseeing a smooth transition to electronic permitting during the COVID-19 pandemic, and implementation of a robust electronic permit system; and

WHEREAS, his professionalism, integrity, and collaborative spirit have earned the respect and admiration of colleagues and staff, elected officials, business leaders, and residents alike; and

WHEREAS, John's legacy will be seen not only in the buildings and neighborhoods he helped shape, but also in the relationships and trust he built throughout his career with colleagues and residents;

NOW, THEREFORE, on behalf of the City Council of the City of Brisbane, do hereby extend our heartfelt gratitude to John Swiecki and send him our best wishes for a joyful and fulfilling retirement.

PASSED, APPROVED, AND ADOPTED this 11th Day of December 2025.



Cliff Lentz, Mayor



File Attachments for Item:

C. Approve Minutes of City Council Meeting of November 20, 2025



BRISBANE CITY COUNCIL
ACTION MINUTES

**CITY COUNCIL MEETING AGENDA
THURSDAY, NOVEMBER 20, 2025**

HYBRID MEETING, 50 PARK PLACE, BRISBANE, CA 94005

6:30 P.M. CALL TO ORDER – PLEDGE OF ALLEGIANCE

Mayor Lentz called the meeting to order at 6:33P.M. and led the Pledge of Allegiance.

ROLL CALL
A. Consider any request of a City Councilmember to attend the meeting remotely under the “Emergency Circumstances” of AB 2449

No requests were made under Roll Call Item A.

Councilmembers Present: Councilmembers Davis, Kern, Mackin, O’Connell and Mayor Lentz

Councilmembers Absent: None

Staff Present: City Manager Dennis, Assistant City Manager Fernandez, City Clerk Padilla, City Attorney McMorrow, Community Development Director Swiecki, Principal Planner Ayres, City Engineer Bozorginia, Finance Director Yuen, Assistant to the City Manager Cheung, Economic Vitality Office Director Bull, and Administration Analyst Ibarra

ADOPTION OF AGENDA

Councilmember Mackin made a motion, seconded by Councilmember Kern, to adopt the agenda as it stands. The motion passed unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin and Mayor Lentz

Noes: None

Absent: Councilmember O’Connell

Abstain: None

REPORT OUT OF CLOSED SESSION

City Attorney McMorrow reported that on the Closed Session Meeting of November 20, 2025,

Councilmembers provided direction to staff on the Liability Claim Item D and the two cases under Anticipated Litigation Item E.

ORAL COMMUNICATIONS NO. 1

No members of the public wished to speak.

CONSENT CALENDAR

- B. Approve Minutes of City Council Meeting of November 6, 2025**
- C. Approve Minutes of City Council Closed Session Meeting of November 6, 2025**
- D. Adopt Ordinance, Waiving Second Reading, to Adopt the 2025 California Building Standards Code with Local Amendments and to Find That This Ordinance Categorically Exempt from Environmental Review Under CEQA Guidelines Section 15308, Actions by Regulatory Agencies for Protection of the Environment**
- E. Adopt a Resolution Authorizing the Submittal of Applications for all CalRecycle Grant and Payment Programs, Changing the Signature Authority from the Public Works Director to the City Manager**

Councilmember Davis made a motion, seconded by Councilmember Mackin, to approve Consent Calendar Items B-E. The motion passed unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin and Mayor Lentz

Noes: None

Absent: Councilmember O'Connell

Abstain: None

NEW BUSINESS

F. Study Session- 70 Old County Road Planning Program

(Staff recommends that the Council provide direction to staff and consultants regarding a preferred development concept scenario to be studied further.)

With conclusion of the initial community engagement phase, consultants from Good City Company reported that they completed a high-level feasibility analysis of the top three preferred vision concepts. The report concludes the following:

- The affordable or mixed-income, mixed-use residential concept represents the most viable near-term path for redevelopment of the 70 Old County Road property, provided the City contributes land and potentially gap financing.
- The commercial/retail scenario is likely to succeed only if paired with a strong anchor tenant that is identified in advance, or incorporated into a broader, multi-parcel redevelopment plan.
- The community center scenario would impose high public costs with limited utilization and is not recommended as a standalone use.

The next steps are for the Council to identify a preferred development concept for the property.

After Council questions with staff and consultants, Linda Salmon commented that the City should prioritize safety it's not feasible to build and the area should be returned to a wetlands park.

Michael Barnes this feasibility concepts exceeds 40 units per acre and delayed Council action have already cost the City a lot of money.

Chris Florkowski commented that members of the community must see ourselves as citizens not consumers. This is an opportunity for communication.

Michele Samon is concerned about flooding safety and sea level rise. She added that we need to start thinking outside of the box and value the beautiful view of the lagoon and mountain.

Paul Bouscal commented that the City should consider land transfers so that it can satisfy low-income housing and senior housing.

After a brief break and Council discussion, staff was directed to work with Good Cities and the Parkside 2 Ad Hoc Subcommittee on what scope of work is possible with the \$82,000 remaining in the contract with Good Cities.

G. Discuss and Provide Direction on Reestablishing a Sister City Relationship with Brisbane, Australia

Assistant City Manager Fernandez reported that City records show a formal partnership between the City of Brisbane, CA and Brisbane, Australia dating back as far as 1975 when the cities were paired as Sister Cities through Sister Cities International (SCI) through 2006.

After Council questions, Linda Salmon reported that she remembered the partnership to be fantastic and wonderful.

Council desired to reestablish a formal relationship with the City of Brisbane, Australia, and directed staff to send Mayor Lentz' letter to Lord Mayor Schrinner, expressing our interest in re-establishing a sister city relationship between the two cities. Staff was also directed to work to reestablish the relationship through Sister Cities International, which includes a Planning Process, a Research Phase, Development of a Partnership Agreement, a Signing Ceremony, and Implementation/Evaluation. Council Davis encouraged staff to also review Luminary Articles and the Brisbane Bee for more historical information.

STAFF REPORTS

H. City Manager's Report- City Updates and Upcoming Activities

City Manager Dennis reported on the Halloween Closure Community Volunteer debrief.

MAYOR/COUNCIL MATTERS

I. City Council Meeting Schedule and Recruitment Update

City Clerk Padilla provided an update on the City Commissions/Committees recruitment and the latest City Council Meeting Schedule. City Clerk Padilla was directed to accept late applications from Renee Commerford and Dariusz Wodziak for the Planning Commission and Wendy Frisk for the Community Garden Steward.

J. Countywide Assignments and Subcommittee Reports

- i. Report Out on Subcommittee Meetings**
- ii. Upcoming Subcommittee Meetings**

Councilmembers reported out on their subcommittee meetings and county assignments.

K. Written Communications

Moore (11-8-25) Park at Sierra Point

Rak (11-11-25) Draft MTC Plan Bay Area 2050

Lebrun (11-17-25) Undergrounding Caltrain at Bayshore

Kirsch (11-20-25) Objections to Plan Bay Area 2050 and the DEIR

ORAL COMMUNICATIONS NO. 2

Paul Bouscal asked the Council to consider rezoning the Village Shopping for housing and sell the Bank of America property. That way, the City does not have to be on the hook for development on those properties.

ADJOURNMENT

Mayor Lentz adjourned the meeting at 9:37 P.M.

Ingrid Padilla
City Clerk

File Attachments for Item:

D. Approve Minutes of City Council Closed Session Meeting of November 20, 2025



BRISBANE CITY COUNCIL**ACTION MINUTES**

**CITY COUNCIL CLOSED SESSION MEETING AGENDA
THURSDAY, NOVEMBER 20, 2025**

*HYBRID MEETING, 50 PARK PLACE LARGE CONFERENCE ROOM,
BRISBANE, CA 94005*

5:45 P.M. CLOSED SESSION

- A. Approval of the Closed Session Agenda
- B. Public Comment. Members of the public may address the Councilmembers on any item on the closed session agenda
- C. Adjournment into Closed Session
- D. Liability Claim: Arellano, pursuant to Government Code, section 54956.95
- E. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Government Code, Section 54956.9 (d). Number of Cases: Two

ADJOURNMENT

Mayor Lentz called the meeting to order at 5:47 P.M.

Councilmember Mackin made a motion, seconded by Councilmember Kern to approve the Closed Session Meeting agenda as it stands. The motion passed unanimously by all present.

Ayes: Councilmembers Davis, Kern, Mackin, and Mayor Lentz

Noes: None

Absent: Councilmember O'Connell

Abstain: None

There was no public comment. Mayor Lentz adjourned the meeting into Closed Session.

REPORT OUT OF CLOSED SESSION

City Attorney McMorrow reported that Councilmembers provided direction to staff on the Liability claim Item D and the two cases for Anticipated Litigation Item E.

ADJOURNMENT

The meeting was adjourned at 6:24 P.M.

Ingrid Padilla, City Clerk

File Attachments for Item:

E. Approve Minutes of City Council Special Meeting of December 1, 2025



BRISBANE CITY COUNCIL**ACTION MINUTES**

**CITY COUNCIL SPECIAL MEETING AGENDA
MONDAY, DECEMBER 1, 2025**

*HYBRID MEETING, ANNEX BUILDING 25A PARK, ANNEX
CONFERENCE ROOM, BRISBANE, CA 94005*

5:00 P.M. CALL TO ORDER

Mayor Lentz called the meeting to order at 5:04 p.m.

PUBLIC COMMENT

No member of the public wished to make public comment.

COMMITTEE INTERVIEWS AND POSSIBLE APPOINTMENTS**A. Interview Applicants for up to 5 Open Space and Ecology Committee terms ending January 2030 and 1 term ending 2029**

- 5:05 pm Erin Becker
- 5:15 pm Jason Nunan
- 5:25 pm Michele Salmon
- 5:35 pm Anthony Walker
- 5:45 pm Dale Wilhelm
- 5:55 pm Mary Rogers

City Clerk Padilla noted for the record that Applicant Dale Wilhelm withdrew her application. Erin Becker, Jason Nunan, Michele Salmon, Anthony Walker and Mary Rogers were interviewed by Councilmembers Kern, Mackin, O'Connell and Mayor Lentz. Councilmember Davis was absent.

B. Discuss and Consider making Appointments for 5 Open Space and Ecology Committee terms ending January 2030 and 1 term ending 2029

In addition to the five Open Space and Ecology Committee (OSEC) open seats that are four-year terms, City Clerk Padilla noted that Juli Armstrong resigned on November 22, 2025 which resulted in having an additional vacant seat in OSEC for a shortened term ending in January 2029.

After some Council discussion, Councilmembers directed City Clerk Padilla to draft a resolution to appoint Erin Becker, Jason Nunan, Michele Salmon, Anthony Walker and Mary Rogers to the Open Space and Ecology

Committee with four-year terms ending in January 2030.

C. Interview Applicants for 4 Parks and Recreation Commission terms ending January 2030

- 6: 15 pm Trudi Davis
- 6:25 pm Natalie Ocampo
- 6:35 pm Tom Seawell
- 6:45 pm Christine Rose Gornitsky

The Parks and Recreation Commission applicants Trudi Davis, Natalie Ocampo, Tom Seawell and Christine Rose Gornitsky were interviewed by Councilmembers Kern, Mackin, O’Connell and Mayor Lentz. Councilmember Davis was absent.

D. Discuss and Consider making Appointments for 4 Parks and Recreation Commission terms ending January 2030

After some Council discussion, Councilmembers directed City Clerk Padilla to draft a resolution to appoint Trudi Davis, Natalie Ocampo, Tom Seawell and Christine Rose Gornitsky to the Parks and Recreation Commission with four-year terms ending in January 2030.

ADJOURNMENT

Mayor Lentz adjourned the meeting at 7:06 P.M.

Ingrid Padilla
City Clerk

File Attachments for Item:

F. Approve Minutes of City Council Special Meeting of December 2, 2025



BRISBANE CITY COUNCIL
ACTION MINUTES

**CITY COUNCIL SPECIAL MEETING AGENDA
TUESDAY, DECEMBER 2, 2025**

*HYBRID MEETING, ANNEX BUILDING 25A PARK, ANNEX
CONFERENCE ROOM, BRISBANE, CA 94005*

5:00 P.M. CALL TO ORDER

Mayor Lentz called the meeting to order at 5:03 p.m.

PUBLIC COMMENT

No member of the public wished to make public comment.

COMMITTEE INTERVIEWS AND POSSIBLE APPOINTMENTS
Interview Applicants for up to 5 Inclusion Diversity Equity & Accountability (IDEA) Committee terms ending January 2028

- 5:05 pm Anna Dennis
- 5:15 pm Alex Horton
- 5:25 pm Marissa Lee Baird
- Per the IDEA Committee bylaws, Quita Highsmith and Carol Zoltwoski seeking reappointment for their 2nd term ending January 2028 without interviews.

IDEA Committee applicants, Anna Dennis, Alex Horton, Marissa Lee Baird were interviewed by Councilmembers Kern, Davis, Mackin, O'Connell and Mayor Lentz.

A. Interview Applicants for up to 4 Complete Streets Safety Committee terms ending January 2030

- 5: 40 pm Cristian Cabrera
- 5:50 pm Dariusz Wodziak

City Clerk noted that applicant Cristian Cabrera would like Council to consider his reappointment to the Complete Streets Safety Committee, however, he is not able to make his interview.

Dariusz Wodziak was interviewed by Councilmembers Kern, Davis, Mackin, O'Connell and Mayor Lentz for the Complete Streets Safety Committee.

B. Interview Applicants for up to 2 Planning Commission terms ending January 2030

- 6: 05 pm Dariusz Wodziak
- 6:15 pm Alex Lau
- 6: 25 pm Ken Cui
- 6:35 pm Renee Commerford

Planning Commission applicants Dariusz Wodziak, Alex Lau, Ken Cui and Renee Commerford were interviewed by Councilmembers Kern, Davis, Mackin, O’Connell and Mayor Lentz.

C. Interview Applicants for up to 2 Community Garden Stewards terms ending January 2028 or 2030

- 6: 45 pm Wendy Frisk

Garden Steward applicant Wendy Frisk was interviewed by Councilmembers Kern, Davis, Mackin, O’Connell and Mayor Lentz.

D. Discuss and Consider making Appointments for up to 5 Inclusion Diversity Equity & Accountability (IDEA) Committee terms ending January 2028

After some Council discussion, Councilmembers directed City Clerk Padilla to draft a resolution to appoint Anna Dennis, Alex Horton, Marissa Lee Baird, Quita Highsmith and Carol Zoltwoski to the IDEA Committee with 2-year terms ending in January of 2028.

E. Discuss and Consider making Appointments for up to 4 Complete Streets Safety Committee terms ending January 2030

After some Council discussion, Councilmembers directed City Clerk Padilla to draft a resolution to appoint Cristian Cabrera to the Complete Streets Safety Committee with a four-year term ending in January 2030.

F. Discuss and Consider making Appointments for 2 Planning Commission terms ending January 2030

After some Council discussion, Councilmembers directed City Clerk Padilla to draft a resolution to appoint Dariusz Wodziak and Alex Lau to the Planning Commission with four-year terms ending in January 2030.

G. Discuss and Consider making Appointments for up to 2 Community Garden Stewards terms ending January 2028 or 2030

After some Council discussion, Councilmembers directed City Clerk Padilla to draft a resolution to appoint Wendy Frisk as the Garden Steward until January 2030.

ADJOURNMENT

Mayor Lentz adjourned the meeting at 7:46 P.M.

Ingrid Padilla
City Clerk

File Attachments for Item:

G. Approve Minutes of City Council Special Meeting of December 4, 2025



BRISBANE CITY COUNCIL

ACTION MINUTES

**CITY COUNCIL SPECIAL MEETING AGENDA
THURSDAY, DECEMBER 4, 2025**

*HYBRID MEETING, 50 PARK PLACE, LARGE CONFERENCE ROOM,
BRISBANE, CA 94005*

6:00 P.M. CALL TO ORDER

Mayor Lentz called the meeting to order at 6:01 p.m.

PUBLIC COMMENT

No member of the public wished to make public comment.

WORKSHOP

- A. Council will discuss process to select Mayor and Mayor Pro Tem which will happen at their Special Meeting on Thursday, December 11, 2025.**

City Council proceeded with the workshop and discussed the process to select the Mayor and Mayor Pro Tem.

ADJOURNMENT

Mayor Lentz adjourned the meeting at 6:04 P.M.

Ingrid Padilla
City Clerk

File Attachments for Item:

H. Adopt Resolutions to Appoint Members to the Inclusion Diversity Equity & Accountability Committee, Complete Streets Safety Committee, Open Space & Ecology Committee, Parks & Recreation Commission, and Planning Commission



CITY COUNCIL AGENDA REPORT

Meeting Date: December 11, 2025

From: Ingrid Padilla, City Clerk

Subject: Adopt Resolutions Appointing Members to City Commissions & Committees

RECOMMENDATION

Adopt Resolutions Appointing Members to the Planning Commission, Parks & Recreation Commission, Inclusion, Diversity, Equity & Accountability Committee (IDEA), Open Space & Ecology Committee (OSEC), and the Complete Streets Safety Committee.

BACKGROUND

Resolutions were drafted to reflect the Council’s direction given to the City Clerk at the City Council Meetings of December 1 and December 2, 2025 which is to appoint the following community members to the following City Commissions and Committees for various lengths of terms:

- Alex Lau, Planning Commission for a term through January 2030
- Dariusz Wodziak, Planning Commission for a term through January 2030
- Cristian Cabrera, Complete Streets Safety Committee for a term through January 2030
- Erin Becker, Open Space and Ecology Committee for a term through January 2030
- Jason Nunan, Open Space and Ecology Committee for a term through January 2029
- Mary Rogers, Open Space and Ecology Committee for a term through January 2030
- Michele Salmon, Open Space and Ecology Committee for a term through January 2030
- Anthony Walker, Open Space and Ecology Committee for a term through January 2030
- Trudi Davis, Parks and Recreation Commission for a term through January 2030
- Christine Gornitsky, Parks and Recreation Commission for a term through January 2030
- Natalie Ocampo, Parks and Recreation Commission for a term through January 2030
- Tom Seawell, Parks and Recreation Commission for a term through January 2030
- Marissa Lee Baird, IDEA Committee for an initial term through January 2028
- Anna Dennis, IDEA Committee for a term through January 2028
- Quita Highsmith, IDEA Committee for a term through January 2028
- Alex Horton, IDEA Committee for a term through January 2028
- Carol Zoltowski, IDEA Committee for a term through January 2028

DISCUSSION

Resolutions are on this agenda for consideration of adoption. Jason Nunan made a request for the shortened OSEC seat until January 2029.

ATTACHMENTS

Resolution

Ingrid Padilla

Jeremy Dennis

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE MAKING AN APPOINTMENT TO A VACANT POSITION ON THE PLANNING COMMISSION

RESOLVED by the City Council of the City of Brisbane that the following citizen is hereby appointed as a Member of the Brisbane Planning Commission for the appointment period January 1, 202 through January 1, 2030 until their successor is qualified and appointed.

Cliff Lentz, Mayor

* * *

ADOPTED at a City Council Meeting held on December 11, 2025, by the City of Brisbane City Council by the following vote:

Ayes:

Noes:

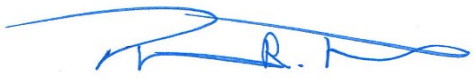
Absent:

Abstain:

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:



Thomas McMorrow, City Attorney

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE MAKING AN APPOINTMENT TO A VACANT POSITION ON THE PARKS & RECREATION COMMISSION

RESOLVED by the City Council of the City of Brisbane that the following citizen is hereby appointed as a Member of the Brisbane Parks & Recreation Commission for the appointment period January 1, 202 through January 1, 2030 until their successor is qualified and appointed.

Cliff Lentz, Mayor

* * *

ADOPTED at a City Council Meeting held on December 11, 2025, by the City of Brisbane City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:



Thomas McMorrow, City Attorney

RESOLUTION NO. 2025-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE MAKING AN APPOINTMENT TO
A VACANT POSITION ON THE IDEA COMMITTEE**

RESOLVED by the City Council of the City of Brisbane that the following citizen is hereby appointed as a Member of the Brisbane Inclusion, Diversity, Equity & Accountability Committee for the appointment period January 1, 202 through January 1, 2028 until their successor is qualified and appointed.

Cliff Lentz, Mayor

* * *

ADOPTED at a City Council Meeting held on December 11, 2025, by the City of Brisbane City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:



Thomas McMorrow, City Attorney

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE MAKING AN APPOINTMENT TO A VACANT POSITION ON THE OPEN SPACE & ECOLOGY COMMITTEE

RESOLVED by the City Council of the City of Brisbane that the following citizen is hereby appointed as a Member of the Brisbane Inclusion, Diversity, Equity & Accountability Committee for the appointment period January 1, 202 through January 1, 2030/January 1, 2029 until their successor is qualified and appointed.

Cliff Lentz, Mayor

* * *

ADOPTED at a City Council Meeting held on December 11, 2025, by the City of Brisbane City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:



Thomas McMorrow, City Attorney

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE MAKING AN APPOINTMENT TO A VACANT POSITION ON THE COMPLETE STREETS SAFETY COMMITTEE

RESOLVED by the City Council of the City of Brisbane that the following citizen is hereby appointed as a Member of the Brisbane Complete Streets Safety Committee for the appointment period January 1, 202 through January 1, 2030 until their successor is qualified and appointed.

Cliff Lentz, Mayor

* * *

ADOPTED at a City Council Meeting held on December 11, 2025, by the City of Brisbane City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:



Thomas McMorrow, City Attorney

File Attachments for Item:

I. Adopt Resolution to Appoint Community Garden Steward until January 2030



CITY COUNCIL AGENDA REPORT

Meeting Date: December 11, 2025

From: Ingrid Padilla, City Clerk

Subject: Community Garden Steward Appointment

RECOMMENDATION

Adopt Resolution Appointing Wendy Frisk as the Community Garden Steward until January 31, 2030.

BACKGROUND

The Community Garden Steward is a volunteer position and a two-year or four-year appointment by the City Council. Steward duties include working with other community gardeners to ensure compliance with the Community Garden’s Policies and Expectations.

A Resolution was drafted to reflect the Council’s direction given to the City Clerk at the City Council Special Meeting of December 2, 2025 to appoint the following community as the Community Garden Steward until January 31, 2030.

DISCUSSION

The Resolution is on this agenda for consideration of adoption.

FISCAL IMPACT

None.

ATTACHMENTS

Resolution

Ingrid Padilla

Ingrid Padilla, City Clerk

Jeremy Dennis

Jeremy Dennis, City Manager

RESOLUTION NO. 2025-XX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE MAKING AN APPOINTMENT TO
A VACANT POSITION AS THE COMMUNITY GARDEN STEWARD**

RESOLVED by the City Council of the City of Brisbane that the following citizen is hereby appointed as the Community Garden Steward for the appointment period January 31, 2026 through January 31, 2030 until their successor is qualified and appointed.

Wendy Frisk

Cliff Lentz, Mayor

* * *

ADOPTED at a City Council Meeting held on December 11, 2025, by the City of Brisbane City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:



Thomas McMorrow, City Attorney

File Attachments for Item:

J. Accept Development Impact Fee Annual Report Fiscal Year 2025



CITY COUNCIL AGENDA REPORT

Meeting Date: December 11, 2025
From: Carolina Yuen, Finance Director
Subject: Acceptance of Annual Report of Development Impact Fees for the Fiscal Year Ended June 30, 2025

Recommendation

Staff recommends the City Council accept the Annual Report of Development Impact Fees for the Fiscal Year Ended June 30, 2025.

Background

The California Government Code Section 66006, a subsection of the Mitigation Fee Act, requires local agencies with Development Impact Fees (DIF) to submit a report on the collection and use of these fees for public review within 180 days after the end of each fiscal year. This annual report must be reviewed and accepted by the City Council at a regularly scheduled public meeting. The annual review must include the following:

1. A brief description of the type of fee in the fund;
2. The amount of the fee;
3. The beginning and ending balance of the account or fund for the fiscal year;
4. The amount of the fees collected and any interest earned;
5. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
6. An identification of an approximate date by which the construction of the public improvement will commence, if the local agency determines that sufficient funds have been collected to complete the financing on an incomplete public improvement;
7. A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred fees will be expended; and
8. The amount of unexpended revenues refunded.

In 2019, the City approved the Design Permit application submitted by Healthpeak for its project in Sierra Point. As a condition of approval, the developer was to pay \$1.5 million towards improvements for park planning at Sierra Point. The City received the funds in August 2020. These funds are in the Park Development Fund, are segregated from the General Fund, will be segregated from other DIF when and if those DIF are imposed and collected by the City and may only be used for the purposes for which the fee was imposed. In addition to the \$1.5 million, there are other funds in the Park Development Fund (earmarked for the Parcel R project), but those funds were collected pursuant to a development agreement and under the Mitigation Fee Act, those funds are not subject to the Act. Moreover, interest earned on this Fund is also deposited into the Fund. The fees must be used within five years of their collection but that time limit may be extended if justified. Although project approvals occurred in 2019, the use time frame began when the funds were actually received by the City in 2020. If these funds are not utilized within the 5-year timeframe, the City will be responsible for justifying an extension and identifying how the funds will be allocated within a reasonable time period. Otherwise, the funds must be returned to the developer.

In 2022, the City Council awarded a contract to Conger Moss Guillard (CMG) in the amount of \$199,758 for master planning services for Sierra Point Open Space and Parks. To date, the City has compensated CMG \$118,932 for services rendered. Twenty five percent (25%) of the cost related to the CMG contract has been allocated to the Parcel R project, and the remaining 75% (\$89,199) has been allocated to general park improvements at Sierra Point and charged against the DIF collected from Healthpeak.

In 2024, the City awarded a contract to Eler & Kalinowski (EKI) in the amount of \$36,700 and to Anchor QEA in the amount of \$36,500 for various Sea Level Rise assessments impacting the Sierra Point Open Space and Parks. To date, the City has compensated EKI \$36,677 and Anchor QEA \$20,442 for services rendered. One hundred percent (100%) of the cost related to these contracts have been allocated to the general park improvements at Sierra Point and charged against the DIF collected from Healthpeak.

Discussion and Fee Reporting Summary

Description and Amount – In 2019, the City approved the Design Permit application submitted by Healthpeak and imposed a \$1.5 million fee towards improvements for park planning at Sierra Point as a condition of approval. The City received the funds in August 2020. These funds have been deposited into the Park Development Fund. These Funds may be used for park planning purposes in Sierra Point and a portion of the fees have most recently have been expended to cover consulting costs related to the preparation of the Sierra Point Open Space and Park Master Plan.

Financial Information – For Fiscal Year 2024-25, the beginning balance of the Park Development Fund (as to that portion that is to be reported under the Mitigation Fee Act) was \$1,483,155. During the fiscal year, no additional fees were collected. The funds gained \$64,088 in investment income. Expenditures of \$34,354 were incurred for eligible park planning projects and sea level rise study. The ending balance in the relevant portion of the Park Development Fund as of June 30, 2025, was \$1,512,889.

Development Impact Fee Report, Fiscal Year 2024-25					
Impact Fee Category	Fund Balance at 7/1/24	Total Collected FY24-25	Interest Earned FY24-25	Total Expenditures FY24-25	Fund Balance at 6/30/2025
Sierra Point Park Planning & Sea Level Rise Study	\$ 1,483,155	\$ -	\$ 64,088	\$ (34,354)	\$ 1,512,889
Total	\$ 1,483,155	\$ -	\$ 64,088	\$ (34,354)	\$ 1,512,899

Expenditure of Fees – Out of the Park Development Fund that is to be reported under the Mitigation Fee Act, the City spent \$34,354 towards Sierra Point Park Sea Level Rise Study consulting fees.

Construction Commencement Date – No projects requiring construction have been identified at this time.

Interfund Transfer or Loan – There were no interfund transfer or loans made during FY 2024-25.

Refunded Unexpended Revenues – No unexpended revenues were refunded during FY 2024-25.

Environmental Review

This action does not constitute a “project” as defined in California Environment Quality Act (CEQA) Guidelines Section 15378 and therefore no further CEQA analysis is required.

Attachments

1. Exhibit A: Development Impact Fee Report, Fiscal Year 2024-25



 Carolina Yuen, Finance Director



 Jeremy Dennis, City Manager

Attachment 1 Exhibit A



City of Brisbane Annual Report of Development Impact Fees Fiscal Year Ended June 30, 2025

This report serves as the City of Brisbane’s (City) annual report on development impact fee revenues and expenditures as required by Government Code Section 66006.

Healthpeak Sierra Point Park Planning Fee

In 2019, the City approved the Design Permit application submitted by Healthpeak for its project in Sierra Point. As a condition of approval, the developer was to pay \$1.5 million towards improvements for park planning at Sierra Point. The City received the funds in August 2020. These funds and any future deposits toward the park planning make up the Park Development Fund and are segregated from the General Fund and from other funds or accounts containing fees collected for other purposes in accordance with accounting standards. Interest earned on this Fund is deposited into the Fund and used only for the purposes for which the fee was collected. These funds may only be used for the purposes for which the fee was imposed and are governed by the Mitigation Fee Act. The fees must be used within five years of their collection but that time limit may be extended if justified. Although project approvals occurred in 2019, the use time frame began when the funds were actually received by the City in 2020. If these funds are not utilized within the 5-year timeframe, the City will be responsible for justifying an extension and identifying how the funds will be allocated within a reasonable time period. Otherwise, the funds must be returned to the developer.

Development Impact Fee Report, Fiscal Year 2024-25					
Impact Fee Category	Fund Balance at 7/1/24	Total Collected FY24-25	Interest Earned FY24-25	Total Expenditures FY24-25	Fund Balance at 6/30/2025
Sierra Point Park Planning & Sea Level Rise Study	\$ 1,483,155	\$ -	\$ 64,088	\$ (34,354)	\$ 1,512,889
Total	\$ 1,483,155	\$ -	\$ 64,088	\$ (34,354)	\$ 1,512,889

Expenditure of Fees – Out of the Park Development Fund that is to be reported under the Mitigation Fee Act, the City spent \$34,354 towards Sierra Point Park Sea Level Rise Study consulting fees.

Construction Commencement Date – No projects requiring construction have been identified at this time.

Interfund Transfer or Loan – There were no interfund transfer or loans made during FY 2024-25.

Refunded Unexpended Revenues – No unexpended revenues were refunded during FY 2024-25.

File Attachments for Item:

O. Adopt a Resolution Approving Contract Amendment No. 2 with Anchor QEA, LLC in the amount of \$77,500 for 2026 Brisbane Marina Maintenance Dredging



CITY COUNCIL AGENDA REPORT

Meeting Date: December 11, 2025

From: Jeremy Dennis, City Manager & Maz Bozorginia, Director of Public Works

Subject: Contract Amendment No. 2 with Anchor QEA, LLC for 2026 Brisbane Marina Maintenance Dredging

Recommendation

Adopt the attached resolution approving Contract Amendment No. 2 with Anchor QEA, LLC in the amount of \$77,500 for permitting support and preparation of 90% and 100% dredge design documents for the Brisbane Marina 2026 Maintenance Dredging Project and authorizing the City Manager to execute the amendment.

Background

In August 2025, the City executed a professional services agreement with Anchor QEA for technical support associated with the upcoming 2026 maintenance dredging of the Brisbane Marina. The scope included sediment characterization, sampling and analysis, and preparation of 60% dredge design documents. The agreement amount was \$200,000, issued under Purchase Order PO2600462 and supported by Anchor QEA's August 11, 2025, proposal.

During early implementation, staff authorized supplemental sediment testing in the amount of \$24,000 to evaluate potential beneficial reuse of dredged material. This work, approved within existing administrative authority, expanded the City's disposal options for the upcoming dredging episode.

Sediment characterization and preliminary design are now substantially complete. Anchor QEA has submitted a proposal dated October 22, 2025, for \$77,500 to complete permitting, develop 90% and 100% design documents, and provide project management support. Because this amendment will cause the cumulative contract total to exceed the City Manager's approval authority, Council action is required.

Discussion

Sedimentation within the Marina has gradually reduced available depth in several areas, creating operational challenges for some vessels—particularly during lower tides—and reinforcing the need for periodic dredging to maintain safe and reliable access. Because the last dredging episode occurred in 2015, the 2026 effort will help reestablish baseline conditions and

improve the City's understanding of how sedimentation patterns are evolving, including under anticipated sea level rise.

Amendment No. 2 includes the remaining tasks needed to complete the design and permitting phase of the project:

- Task 3 – Permitting: Preparation and submittal of the consolidated DMMO permit application and coordination with federal and state agencies through permit issuance.
- Task 4 – Final Design: Completion of 90% and 100% dredge design documents, including updated drawings, specifications, a bid form, and an opinion of probable construction cost.
- Task 5 – Project Management: Ongoing coordination, meetings, schedule tracking, and general oversight through completion of design and permitting.

Completing these tasks now will secure multi-year regulatory permits and final design documents, allowing the City to move forward when construction funding is identified. The consultant has confirmed that sediment characterization results remain valid for approximately three years, and the permits being sought will also be valid for multiple years, giving the City flexibility to defer construction if needed. Any updates required due to delay—such as a new bathymetric survey or revised dredge quantities—would represent a relatively minor cost.

Anchor QEA's rough order-of-magnitude construction estimate ranges from \$6.1–\$6.3 million, with higher-end scenarios approaching \$8.9 million depending on mobilization, disposal costs, and market conditions. Because no funding for the construction phase has been programmed, staff is evaluating long-term funding options. These include potential adjustments to Marina rates, the feasibility of issuing bonds or other financing tools, phasing the project to distribute costs over time, and identifying any applicable grant opportunities—even though most state boating programs do not fund dredging and often require matching funds.

As part of this planning effort, staff is working with the Finance Department to confirm the current balance of the Marina Enterprise Fund. A detailed fund balance analysis will be brought to Council once updated figures are available and will directly inform decisions about rate-setting, financing mechanisms, and project phasing.

Staff is also considering whether alternative dredging strategies may better serve the City in the long term. Smaller scale but more frequent dredging cycles may improve cost predictability, reduce operational disruptions, and better align with shifting sedimentation patterns and sea level rise. The 2026 episode will provide important insights to guide future maintenance planning.

While the current Marina Enterprise Fund budget includes funding for design and permitting, no funding has been identified for construction. Staff will return to the City Council with a

comprehensive financial strategy before requesting any action related to bidding or awarding construction.

Approval of Amendment No. 2 does not obligate the City to proceed with construction. Rather, it positions the City with valid permits, updated design documents, and reliable technical information while providing time to develop a responsible, long-range approach to planning and funding the dredging effort.

Fiscal Impact

Approval of Amendment No. 2 will increase the total contract amount with Anchor QEA as follows:

- \$200,000 – Original Agreement
- \$24,000 – Supplemental staff-authorized sediment testing
- \$77,500 – Proposed Amendment No. 2

Total Contract Value: \$301,500

Funds for Amendment No. 2 are available in the Marina Enterprise Fund (GL 550-7009-000-52030). There is no General Fund impact.

While funding for the design and permitting phases was included in the current budget, no funding has been identified for the construction phase. Estimated construction costs of \$6.1–\$6.3 million, with potential higher-end scenarios nearing \$8.9 million, exceed currently available resources. The current Marina Enterprise Fund balance will be a key factor in determining the City’s ability to fund dredging, and staff will return to Council with updated fund balance information and potential financing options—including rate adjustments, bonding capacity, grant opportunities, phasing strategies, and alternative dredging approaches prior to any solicitation of bids for the construction.

Attachments

1. Anchor QEA Scope and Cost Proposal – August 11, 2025 (Original Agreement)
2. Anchor QEA Supplemental Testing Proposal – September 25, 2025
3. Anchor QEA Amendment No. 2 Proposal – October 22, 2025
4. Anchor QEA ROM Construction Cost Estimate – November 12–13, 2025
5. Draft Amendment No. 2
6. Draft Resolution

Mazar Borgorzinia
Maz Bozorginia, Director of Public Works

Jeremy Dennis
Jeremy Dennis, City Manager

O.



CITY OF BRISBANE

50 Park Place
Brisbane, CA 94005
PH: (415) 508-2100

Attachment 1

PURCHASE ORDER

PO Number: PO2600462

Date: 08/12/2025

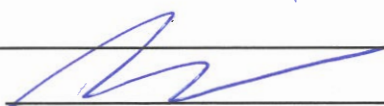
Requisition #: R2600561

Vendor #: ANC01

ISSUED TO: ANCHOR QEA LLC
1201 3RD AVE STE 2600
SEATTLE, WA 98101-

SHIP TO: Corp Yard
1020 Tunnel Road
Brisbane, CA 94005

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 PRELIM DESGIN & PERMITTING-MARINA DREDGING 2026	550-7009-000-52030		0.00	200,000.00

Authorized by: 

SUBTOTAL:	200,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	200,000.00

August 11, 2025

Mr. Randy Breault
Director of Public Works
City of Brisbane
50 Park Place
Brisbane, California 94005-1310

Re: Scope of Work and Cost Proposal
Brisbane Marina Maintenance Dredging Support, 2026 Episode - revised

Dear Mr. Breault,

Anchor QEA is pleased to submit this revised scope of work and cost proposal to support the City of Brisbane’s (City’s) upcoming maintenance dredging needs at Brisbane Marina. We understand that the City seeks to once again dredge the Brisbane Marina and entrance channel to a depth of -8 feet mean lower low water, plus 2 feet of allowable overdepth consistent with the last dredging episode in 2015. The total volume of material estimated to be dredged is estimated at 225,000 cubic yards based on the March 2025 bathymetric survey. Given the anticipated dredging volume and the need to dredge within the established work window, we anticipate that dredging activities would be completed in the 2026 work window between June and November.

This first scope of work covers preliminary design (60%) and sediment sampling.

Proposed Scope of Work

Task 1: Sediment Characterization and Dredged Material Management Office Coordination

Based on the preliminary dredge volume estimate of 225,000 cubic yards, the marina and entrance channel will be divided into four dredge units for sampling and analysis activities. Consistent with the last dredging episode in 2015, proposed dredge material will be evaluated for in-Bay disposal at the Alcatraz Island (SF-11) disposal site. The following subtasks summarize the steps necessary to obtain a suitability determination from the DMMO.

Task 1.1: Sampling and Analysis Plan

Anchor QEA will prepare a Sampling and Analysis Plan (SAP) for sample collection and analytical testing of sediments from Brisbane Marina and entrance channel. The SAP will be prepared in accordance with the following:

- Evaluation of Dredged Material Proposed for Discharge in Waters of the U.S. – Inland Testing Manual (ITM)
- PN 01-01: Guidelines for Implementing the Inland Testing Manual in the San Francisco Bay Region

The SAP will detail the sampling and analysis methods followed during field sample collection and laboratory analyses to determine sediment suitability for in-Bay disposal at SF-11. An electronic draft SAP will be submitted to the City for review. One round of review with minimal revisions is anticipated. The final SAP will be distributed to DMMO agencies and the City. Prior to sampling, Anchor QEA will present the project and seek approval of the SAP by the DMMO at a DMMO meeting.

As part of Task 1.1, Anchor QEA will also develop a Health and Safety Plan that will provide background information, emergency phone numbers, the route to the nearest hospital, potential chemicals of concern, personal protective equipment requirements, key personnel responsibilities, and health and safety procedures.

Subtask 1.2: Sample Collection and Laboratory Analysis

Sediment cores will be collected at approximately 16 stations using a vibracore by Anchor QEA and our subcontractor Leviathan Environmental Services. It is anticipated that two cores will be required at each station to collect enough sediment for testing. Reference sediment would be collected from the SF-11 reference site by our subcontractor Brezina and Associates.

Individual core and Z-layer samples will be archived from each station. Depending on composite sample results, limited chemical analysis of individual core or Z-layer samples may be required by the DMMO. An individual core sample would only be analyzed if there is a need to refine the dredge unit based on elevated chemistry. A Z-layer sample would only be analyzed to characterize the newly exposed surface layer if the dredged material exhibited elevated chemical concentrations. Additional analysis of individual core and Z-layer samples is not included in this cost estimate.

In accordance with DMMO guidelines, four composite samples will be submitted for chemical analysis and biological testing to determine suitability for disposal at SF-11. Sediment chemistry will include total solids, total organic carbon, grain size, metals, organotins, polycyclic aromatic hydrocarbons, organochlorine pesticides, and polychlorinated biphenyls. Based on recent sediment characterization studies, it is also anticipated that DMMO will request analysis of dioxin/furans because dioxin/furans have not been tested at this site before. This cost estimate also includes analysis of dioxin/furans. Biological testing for in-Bay disposal will include one water column and two

benthic toxicity tests. During the benthic toxicity testing, reference sediment will be tested concurrently with composite samples for comparative purposes.

Biological testing and chemical analysis would be performed by our subcontracted laboratories, Pacific EcoRisk, Inc., and Physis Environmental Laboratories, Inc., respectively. Anchor QEA will perform data validation to ensure laboratory analyses meet the project data quality objectives.

Subtask 1.3: Sampling and Analysis Report

Anchor QEA will produce a Sampling and Analysis Report (SAR) detailing results of testing, final sampling locations, any deviations from the SAP, and conclusions regarding the suitability of dredged material placement at SF-11. The SAR will be prepared in accordance with the ITM and PN-01-01 and DMMO guidelines. An electronic draft SAR will be submitted to the City for review. One review round with minimal revisions is anticipated. The final SAR will be distributed to DMMO agencies and the City. Final concurrence on dredged material suitability will be requested at a DMMO meeting.

Assumptions

Assumptions for Task 2 are as follows:

- No new survey is required (March 2025 survey is acceptable to DMMO).
- Based on the estimated volume of 225,000 cubic yards, sediment cores will be collected at approximately 16 stations within four dredge units. Changes to this volume may impact the number of dredge units, sampling locations, and costs.
- Anchor QEA will spend 4 days in the field collecting and processing sediment cores, plus mobilization and demobilization. DMMO requests for additional sampling locations or dredge units may affect the duration of field activities and costs.
- Four composite samples will be submitted for physical, chemical, and biological testing.
- One reference sample will be submitted for benthic toxicity testing.
- Bioaccumulation testing will not be required. If bioaccumulation triggers are exceeded, additional testing and tissue analysis will be required resulting in additional costs.
- The complete analyte list will be subject to DMMO approval.
- Analysis of individual cores and Z-layer samples will not be required.
- Anchor QEA will attend one DMMO meeting to discuss the SAP and one DMMO meeting to discuss the SAR.

Task 2: Preliminary Dredge Design Documents

Anchor QEA will prepare draft 60% dredge design documents, including drawings, technical specifications, an opinion of probable costs, and a bid form for the dredging work. The 2015 dredge episode design will be used as a basis of the design. Design development will include evaluating dredging production rates, construction timelines, and potential dredging phasing options. The

development of these documents will occur concurrently with the permitting and sediment investigation processes to the extent feasible.

The design drawings will depict site features necessary to inform a dredging contractor of existing site conditions, including site bathymetry; existing shorelines, docks, marine features, and structures; site mooring areas and access restrictions (if any); required dredge template (i.e., extents and limits of dredging); dredging side slopes; allowable overdepth limits; and typical cross sections. The CAD files that Anchor QEA developed for the previous dredging episode will be the initial starting point and reduce the time needed to create the dredge prism. If there has been a change to any infrastructure (new structures or demolitions), we will request the as-builts from the City.

The technical specifications will include detailed requirements for dredging and disposal of material at an in-Bay disposal location, in compliance with all permit conditions and environmental restrictions known at the time of preparation. Key input from the previous dredging episode specifications will be used to inform the technical specifications. If there are new engineering requirements by the City or updates to the City's technical specifications packages, we ask that the City provide those as early in the design process as possible (within 2 weeks after the kick-off meeting). A bid form will be included in the technical specifications package, which will contain estimates of payable dredge quantities, potentially subdivided according to different dredging areas.

The design drawings and technical specifications will be prepared in a manner to be incorporated into a standard bid package provided by the City, which is anticipated to include the City's Standard Agreement, Contract Terms (including bonding requirements, payment provisions, and insurance requirements), and General Conditions. We have assumed that contract documents, aside from our drawings and technical specifications, will be provided by the City, and the City will create the complete contract package, consistent with previous construction projects conducted by the City.

We will submit a draft (60%) set of design documents to the City for review and discussion, followed by a draft 90% set for City review, followed by a final (100%) set signed and stamped for bid solicitation (anticipated to be approved under a subsequent scope of work). We assume all deliverables will be submitted to the City in electronic format only.

Assumptions

Assumptions for Task 2 are as follows:

- Upland and shoreline topographic survey information, including location and geometry of adjacent structures, and the presence and location of utilities, is assumed to be the same as per the prior episode.
- The design depths will not exceed the original design depths alongside structures and guide piles at the site. We have therefore assumed it will not be necessary to analyze the stability of existing offshore and nearshore structures.

- Sediment is anticipated to be disposed of at an in-Bay disposal location (SF-10 or SF-11) rather than at an upland landfill facility.
- The drawing package will be comprised of nine sheets, similar to the 2015 dredge drawings.
- Anchor QEA will attend one site visit with the City, as well as up to two meetings (virtual or in person, as appropriate) with the City during the design process.
- Any City-requested changes to the draft 90% design documents will be minor in nature, such as grammar correction or formatting. No material changes to the project will be incorporated beyond this phase.
- Bid solicitation and construction management is not included in this scope.

Schedule

We anticipate completing the sampling and 60% design documents within six months of notice to proceed. Permitting and final design (90%, 100%) should be initiated no later than upon approval of the Sampling and Analysis report to maintain schedule for construction in 2026. A separate scope of work and cost estimate for these tasks will be submitted.

Proposed Staff

With the exception of the laboratory analyses and sediment sample vessel collection, all work required to fulfill this scope of work will be completed by Anchor QEA staff, predominately located in our San Francisco, California, office. Dr. Joshua Burnam will be Anchor QEA’s Principal-in-Charge and overall project manager. He will be supported by Katie Chamberlin and Marine Vie, who will be our local point of contact and agency liaison for the regulatory permitting task, respectively; Chis Osuch, who will manage sediment characterization efforts; and Megan Collins, PE, and Amy Williams, PE, who will develop the engineering deliverables. Other Anchor QEA staff will provide oversight and guidance as required.

Estimated Costs

The total cost for completing Tasks 1 and 2 is \$200,000, which is based on a time-and-materials, not-to-exceed basis. Our current rates are included as Attachment 1.

Table 1
Proposed Costs

Task	Description	Anchor QEA Costs
1.1	Sampling and Analysis Plan	\$16,300
1.2	Sample Collection and Laboratory Analysis	\$139,400
1.3	Sampling and Analysis Report	\$16,800
2	Preliminary Dredge Design	\$27,500
Total		\$200,000

We appreciate the opportunity to provide this cost proposal and look forward to beginning these project tasks. Please do not hesitate to contact me at jburnam@anchorqea.com, or at (415) 230-0862, if there are any questions or concerns with this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Burnam". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joshua Burnam, MPH, D.Env.
Principal Environmental Planner

Attachment

Attachment 1 Project Billing Rates

Attachment 1

Project Billing Rates

Anchor QEA

2025 BILLING RATES

Professional Level Hourly Rates

Principal CM ¹ /Engineer/LA ² /Planner/Scientist	\$337
Senior Managing Analyst/CM/Engineer/LA/Planner/Scientist	\$306
Managing Analyst/CM/Engineer/LA/Planner/Scientist	\$284
Senior Analyst/CM/Engineer/LA/Planner/Project Manager/Scientist.....	\$254
Staff 3 Analyst/CM/Engineer/LA/Planner/Scientist.....	\$221
Staff 2 Analyst/CM/Engineer/LA/Planner/Scientist.....	\$199
Staff 1 Analyst/CM/Engineer/LA/Planner/Scientist.....	\$168
Senior CAD ³ Designer.....	\$173
CAD Designer.....	\$146
Senior Field Technician	\$154
Technician	\$140
Senior Technical Editor.....	\$172
Technical Editor.....	\$147
Senior Project Coordinator.....	\$164
Project Coordinator	\$135

Special Hourly Rates

National expert consultant	\$561
All work by a testifying expert.....	1.5 times professional level rate
Expert Advisor.....	\$431

EXPENSE BILLING RATES

Expense Rates

Technology Fee (of billed labor).....	5%
Mileage (per mile).....	Current federal standard

FEE ON LABOR AND EXPENSE CHARGES

Subcontracts/subconsultants	10%
Travel and other direct costs	10%
Field equipment and supplies	10%

¹ CM: Construction Manager

² LA: Landscape Architect

³ CAD: Computer-Aided Design

O.



CITY OF BRISBANE

50 Park Place
Brisbane, CA 94005
PH: (415) 508-2100

Attachment 2

PURCHASE ORDER

PO Number: PO2600468

Date: 09/29/2025

Requisition #: R2600569

Vendor #: ANC01

ISSUED TO: ANCHOR QEA LLC
1201 3RD AVE STE 2600
SEATTLE, WA 98101-

SHIP TO: Corp Yard
1020 Tunnel Road
Brisbane, CA 94005

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 MARINA DREDGING 2026-ADDITIONAL TESTING	550-7009-000-52030		0.00	24,000.00

Authorized by: _____

SUBTOTAL:	24,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	24,000.00

September 25, 2025

Mr. Randy Breault
Director of Public Works
City of Brisbane
50 Park Place
Brisbane, California 94005-1310

OK to issue P.O. for additional unscoped work
550-7009-000-52030

Randy Breault Digitally signed by Randy Breault
Date: 2025.09.26 09:40:35 -07'00'

Re: Amended Scope of Work and Cost Proposal
Brisbane Marina Maintenance Dredging Support, 2026 Episode – Additional Testing for
Beneficial Reuse

Dear Mr. Breault,

Anchor QEA is pleased to submit this amended scope of work and cost proposal to support the City of Brisbane’s (City’s) upcoming maintenance dredging needs at Brisbane Marina. We understand that the City seeks to once again dredge the Brisbane Marina and entrance channel to a depth of -8 feet mean lower low water, plus 2 feet of allowable overdepth consistent with the last dredging episode in 2015. The total volume of material estimated to be dredged is estimated at 225,000 cubic yards based on the March 2025 bathymetric survey.

As detailed in the scope of work dated August 11, 2025, sediment from Brisbane Marina is proposed for in-Bay disposal at the Alcatraz Island (SF-11) disposal site. However, including beneficial reuse as a potential management alternative would allow flexibility to dredge outside the environmental work windows, resulting in potential cost savings and schedule extension. This scope of work includes additional testing to also determine the suitability of dredged material for beneficial reuse at the Cullinan Ranch Restoration Project (CRRP) and Montezuma Wetland Restoration Projection (MWRP).

Testing for beneficial reuse will follow methods described in *Beneficial Reuse of Dredged Materials: Sediment Screening and Testing Guidelines* and Waste Discharge Requirements for CRRP and MWRP. Additional testing will include modified elutriate test (MET) chemistry and bioassay testing. To create the MET, site water will be collected from the dredge site. MET chemistry will include metals. MET bioassay testing will include the 96-hour survival test using mysid shrimp, *Americamysis bahia*. Chemical analysis and bioassay testing would be performed by our subcontracted laboratories, Physis Environmental Laboratories, Inc., and Pacific EcoRisk, Inc., respectively. Anchor QEA will perform data validation to ensure laboratory analyses meet the project data quality objectives.

The total cost for completing the additional testing for beneficial reuse is \$24,000, which is based on a time-and-materials, not-to-exceed basis. The additional budget would be added to Subtask 1.2, Sample Collection and Laboratory Analysis.

We appreciate the opportunity to provide this amended scope of work and cost proposal. Please do not hesitate to contact me at jburnam@anchorqea.com, or at (415) 230-0862, if there are any questions or concerns with this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Burnam". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Joshua Burnam, MPH, D.Env.
Principal Environmental Planner

Attachment 3

October 22, 2025

Mr. Maziar Bozorginia
Director of Public Works
City of Brisbane
50 Park Place
Brisbane, California 94005-1310

Re: Scope of Work and Cost Proposal - Continuing
Brisbane Marina Maintenance Dredging Support, 2026 Episode

Dear Mr. Bozorginia,

Anchor QEA is pleased to submit this continuing scope of work and cost proposal to support the City of Brisbane’s (City’s) upcoming maintenance dredging needs at Brisbane Marina. As discussed previously and noted in prior scopes, this scope letter includes the remaining necessary tasks and budgets to be prepared for construction in 2026.

This first scope of work covers permitting and sediment sampling. Task numbering is sequential from our prior scope.

Proposed Scope of Work

Task 3: Permitting

Anchor QEA will prepare and submit the Dredged Material Management Office (DMMO) Consolidated Dredging Permit application to obtain permits covering the City’s proposed dredging work. The City’s prior permits have expired since the last episode, but we will make use of those materials to apply for renewed permits to the extent feasible.

The following permits will be obtained for the proposed dredging work:

- 10-year permit from the U.S. Army Corps of Engineers
- Endangered Species Act Section 7 concurrence letters from the National Marine Fisheries Service and U.S. Fish and Wildlife Service
- 10-year permit from the San Francisco Bay Conservation and Development Commission
- Section 401 Water Quality Certification from the San Francisco Bay Regional Water Quality Control Board
- Notification only to the California State Lands Commission

To obtain the required state and federal permits and approvals, Anchor QEA will prepare the following documents:

- Permit application forms
- A memorandum containing supplemental information that will be needed for permit issuance but cannot easily fit into the agency form templates

To streamline the project, the permitting process will be conducted parallel to the sediment characterization effort (in progress). Anchor QEA will prepare draft versions of these documents for review by the City. After addressing comments, we will prepare final versions of each document and submit them to the respective agencies for review and processing. After submitting applications, Anchor QEA will remain in close contact with the regulatory agencies issuing permits or approvals for the project. We will respond to agency comments, inquire regularly for status updates, and coordinate with agency points of contact as needed throughout the process of the issuance of permits. Anchor QEA will review all issued permits to determine if the permit conditions are feasible or if they prompt further discussions from the agencies.

Assumptions

Assumptions for Task 3 are as follows:

- All dredging is maintenance dredging, not new work.
- Dredging will occur within the established window of June 1 through November 30.
- The project will qualify for the Small Dredger Programmatic Alternatives Analysis and will not require preparation of an Integrated Alternatives Analysis.
- The DMMO application will be completed to state and federal standards. Anchor QEA will respond to agency comments on the DMMO application.
- Anchor QEA will coordinate and lead a virtual pre-application meeting.
- Anchor QEA will develop draft and final versions of the application forms and supplement. Anchor QEA will address one round of comments from the City on these documents.
- Anchor QEA will attend up to two virtual meetings with the regulatory agencies, if required.
- A California State Lands Commission dredging lease will not be required (confirmed during the previous 2015 dredging episode).
- No cultural resources memorandum will be provided for this effort; because the project is proposing maintenance dredging in an area that was previously dredged, there is no potential to encounter archeological and/or cultural resources.
- The Dredge Operations Plan for the 2026 dredging episode will be completed by the contractor, as specified in Task 3.
- The City will prepare a California Environmental Quality Act notice of exemption (similar to the previous 2015 dredging episode).

- Preparation of a biological assessment, biological surveys, and fieldwork is excluded from this scope of work.
- An Incidental Take Permit (ITP) from California Department of Fish and Wildlife (CDFW) will not be required because the project will not result in the “take” of state-listed special status species. By working within the established window, constraining the project to previously dredged areas, and minimizing the upland footprint of the project through using an established placement site, an ITP should be avoidable; however, if CDFW determines that the project requires an ITP, Anchor QEA would require additional funds to perform the additional work.
- The City will provide proof of legal interest for the permit applications.
- The City will be responsible for all permit fees.

Task 4: Dredge Design Documents – 90 and 100%

Anchor QEA will prepare draft 90%, and final 100% dredge design documents, including drawings, technical specifications, an opinion of probable costs, and a bid form for the dredging work. The 2015 dredge episode design will be used as a basis of the design. Design development will include evaluating dredging production rates, construction timelines, and potential dredging phasing options. The development of these documents will occur concurrently with the permitting and sediment investigation processes to the extent feasible.

The design drawings will depict site features necessary to inform a dredging contractor of existing site conditions, including site bathymetry; existing shorelines, docks, marine features, and structures; site mooring areas and access restrictions (if any); required dredge template (i.e., extents and limits of dredging); dredging side slopes; allowable overdepth limits; and typical cross sections. The CAD files that Anchor QEA developed for the previous dredging episode will be the initial starting point and reduce the time needed to create the dredge prism. If there has been a change to any infrastructure (new structures or demolitions), we will request the as-builts from the City.

The technical specifications will include detailed requirements for dredging and disposal of material at an in-Bay disposal location, in compliance with all permit conditions and environmental restrictions known at the time of preparation. Key input from the previous dredging episode specifications will be used to inform the technical specifications. If there are new engineering requirements by the City or updates to the City’s technical specifications packages, we ask that the City provide those as early in the design process as possible (within 2 weeks after the kick-off meeting). A bid form will be included in the technical specifications package, which will contain estimates of payable dredge quantities, potentially subdivided according to different dredging areas.

The design drawings and technical specifications will be prepared in a manner to be incorporated into a standard bid package provided by the City, which is anticipated to include the City’s Standard Agreement, Contract Terms (including bonding requirements, payment provisions, and insurance requirements), and General Conditions. We have assumed that contract documents, aside from our

drawings and technical specifications, will be provided by the City, and the City will create the complete contract package, consistent with previous construction projects conducted by the City.

We assume all deliverables will be submitted to the City in electronic format only.

Assumptions

Assumptions for Task 4 are as follows:

- Upland and shoreline topographic survey information, including location and geometry of adjacent structures, and the presence and location of utilities, is assumed to be the same as per the prior episode.
- The design depths will not exceed the original design depths alongside structures and guide piles at the site. We have therefore assumed it will not be necessary to analyze the stability of existing offshore and nearshore structures.
- Sediment is anticipated to be disposed of at an in-Bay disposal location (SF-10 or SF-11) rather than at an upland landfill facility.
- The drawing package will be comprised of nine sheets, similar to the 2015 dredge drawings.
- Anchor QEA will attend one site visit with the City, as well as up to two meetings (virtual or in person, as appropriate) with the City during the design process.
- Any City-requested changes to the draft 90% design documents will be minor in nature, such as grammar correction or formatting. No material changes to the project will be incorporated beyond this phase.
- Bid solicitation and construction management is not included in this scope.

Task 5: Project Management

This task includes an allowance for overall management of the project, including regular meetings, schedule updates, and invoicing for the project manager.

Future Tasks

This scope of work will be considered complete when our final (100%) design documents have been completed and submitted to the City. However, once the design plans have been prepared, Anchor QEA can also support the City in bidding and construction management to guide the project per the technical specifications and regulatory permits. Successful construction projects are attributable, in part, to effective and thorough oversight and management of the contractor's work, and Anchor QEA's experience in this regard could be a valuable addition to this project. For example, we commonly participate in and lead pre-bid site visits, provide input to the bid review process, review contractor pre-construction submittals, participate (in person or by phone) in selected construction meetings, and review contractor progress and post-dredge survey pay requests. A separate scope of work and cost estimate for these tasks will be prepared once our current tasks are completed.

Estimated Costs

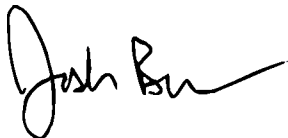
The total cost for completing Tasks 3 through 5 are \$77,500, which is based on a time-and-materials, not-to-exceed basis. Table 1 shows the task-specific breakdown of costs for each task. All of our included fee assumptions are dependent on Anchor QEA performing all listed services. Rates will be the same as our current approved scope of work.

Table 1
Proposed Costs

Task	Description	Anchor QEA Costs
3	Permitting	\$30,000
4	Dredge Design	\$32,500
5	Project Management	\$15,000
Total		\$77,500

We appreciate the opportunity to provide this cost proposal and look forward to beginning these project tasks. Please do not hesitate to contact me at jburnam@anchorqea.com, or at (415) 230-0862, if there are any questions or concerns with this proposal.

Sincerely,



Joshua Burnam, MPH, D.Env.
Principal Environmental Planner

Subject: RE: Brisbane dredging - ROM cost evaluation
Date: Thursday, November 13, 2025 at 7:40:24 AM Pacific Standard Time
From: Josh Burnam
To: Rehberg, Andrew, Bozorginia.Maziar
CC: Megan Collins, Amy Williams, Marine Vie

Andrew, Maziar – as a supplement to my email yesterday, here is a table showing a second column that equates to a “high” cost which is also based on some bids we have seen. We thought this might be helpful. Let us know if you want to have a call.

Josh

				Entrance Channel and Marina Basin Dredging to -8 ft MLLW		
Task	Unit	Unit Cost (\$/CY)		Payable Quantity (Design Depth + 1 foot overdepth)	Total Cost (Low)	Total Cost (High)
Direct Construction Costs						
Mobilization/Demobilization						
Mobilization/Demobilization	LS	--		--	\$570,400	\$813,600
Dredging with Ocean Disposal at SF-11 (Depth + 1 foot paid overdepth)						
Entrance Channel	CY	\$35	\$50	53,960	\$1,889,000	\$2,698,000
Marina Areas 1-3	CY	\$35	\$50	29,920	\$1,048,000	\$1,496,000
Marina Areas 4-11	CY	\$35	\$50	75,480	\$2,642,000	\$3,774,000
Bathymetric Surveying						
3rd party measurement and payment surveys	unit	\$12,000		2	\$24,000	\$24,000
Total Direct Construction Costs, Base Bid Only					\$6,173,400	\$8,805,600
OPTIONAL: Area 12	CY	\$35	\$50	2,880	\$101,000	\$144,000
Total Direct Construction Costs including Optional Area					\$6,274,400	\$8,949,600
Notes:						
<p>1. These estimates were developed using current and generally accepted engineering cost estimation methods. Note that these estimates are based on assumptions concerning future events, and actual costs may be affected by known and unknown risks including, but not limited to, changes in general economic and business conditions, site conditions that were unknown to Anchor QEA, Inc., at the time the estimates were performed, future changes in site conditions, regulatory or enforcement policy changes, and delays in performance. Actual costs may vary from these estimates and such variations may be material. Anchor QEA, Inc., is not licensed as accountants or securities attorneys and, therefore, makes no representations that these costs form an appropriate basis for complying with financial reporting requirements for such costs.</p> <p>2. All cost estimates include material, labor, and taxes, unless otherwise noted. Unit costs are estimated using standard estimating guides (e.g., Means Site Work and Landscape Cost Data), vendors, professional judgment, and experience from similar projects. Costs do not include soft costs (i.e., design, permitting, inspections, or construction management), access costs, legal fees, agency oversight, or public relations efforts.</p>						

Joshua Burnam, MPH, D.Env.
Principal/Federal Market Sector Lead

ANCHOR QEA
jburnam@anchorqea.com

33 New Montgomery St
 Suite 1210, San Francisco, CA 94105
 Direct 415.361.5150
 Mobile 949.636.5166

From: Josh Burnam
Sent: Wednesday, November 12, 2025 1:18 PM
To: Rehberg, Andrew <rehberg@ci.brisbane.ca.us>; Bozorginia.Maziar <mbozorginia@brisbaneca.org>
CC: Megan Collins <mcollins@anchorqea.com>; Amy Williams <awilliams@anchorqea.com>; Marine Vie <mvie@anchorqea.com>
Subject: Brisbane dredging - ROM cost evaluation

Maziar, Andrew – wanted to forward along an updated ROM construction cost estimate. This is based on our current view of the market, recent similar projects/bids we are aware of, and of course our knowledge of the last episode at the marina. As you can see from the table below, our rough estimate at this time is about \$6.1-\$6.3M for construction cost for all areas, with one area being optional as before. We would have separate fees for construction oversight if you requested that of us (we did that last time). I wanted to provide this now so you can review and be informed.

If we allow dredgers to work outside the window by going to upland disposal sites, which we will present as an optional item to them, it's possible some cost savings could be achieved, but we can't specify that at this time. We are allowing for that option with our testing program. In case you are curious, the permits will be good for multiple years (5-10 depending on the permit) and the sediment results are usually good for 3 years.

Please let us know if you want to discuss this.

Thanks,
Josh

			Entrance Channel and Marina Basin Dredging to -8 ft MLLW	
Task	Unit	Unit Cost	Payable Quantity (Design Depth + 1 foot overdepth)	Cost
Direct Construction Costs				
Mobilization/Demobilization				
Mobilization/Demobilization	LS	--	--	\$560,300
Dredging with Ocean Disposal at SF-11 (Depth + 1 foot paid overdepth)				
Entrance Channel	CY	\$35	53,960	\$1,889,000
Marina Areas 1-3	CY	\$35	29,920	\$1,048,000
Marina Areas 4-11	CY	\$35	75,480	\$2,642,000
Bathymetric Surveying				
3rd party measurement and payment surveys	unit	\$12,000	2	\$24,000
Total Direct Construction Costs, Base Bid Only				\$6,163,300
OPTIONAL: Area 12	CY	\$35	2,880	\$101,000
Total Direct Construction Costs including Optional Area				\$6,264,300
Notes:				
1. These estimates were developed using current and generally accepted engineering cost estimation methods. Note that these estimates are based on assumptions concerning future events, and actual costs may be affected by known and unknown risks including, but not limited to, changes in general economic and business conditions, site conditions that were unknown to Anchor QEA, Inc., at the time the estimates were performed, future changes in site conditions, regulatory or enforcement policy changes, and delays in performance. Actual costs may vary from these estimates and such variations may be material. Anchor QEA, Inc., is not licensed as accountants or securities attorneys and, therefore, makes no representations that these costs form an appropriate basis for complying with financial reporting requirements for such costs.				
2. All cost estimates include material, labor, and taxes, unless otherwise noted. Unit costs are estimated using standard estimating guides (e.g., Means Site Work and Landscape Cost Data), vendors, professional judgment, and experience from similar projects. Costs do not include soft costs (i.e., design, permitting, inspections, or construction management), access costs, legal fees, agency oversight, or public relations efforts.				

Attachment 5

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated _____, is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and ANCHOR QEA, a LIMITED LIABILITY COMPANY ("Consultant").

RECITALS

A. City desires to retain Consultant for the performance of certain professional design and permitting services for 2026 Marina Dredging Project ("the Project").

B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference.

2. **Time of Performance.** The services of Consultant shall commence upon the execution of this Agreement and shall be satisfactorily completed in accordance with the time schedule set forth in Exhibit B attached hereto and incorporated herein by reference.

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be Joshua Burnam, Principal Environmental Planner.

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit C attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed the sum of \$77,500 without additional authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be submitted monthly, or at such other time as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff.

6. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a

minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor.

8. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

9. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As such independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

10. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement. Consultant shall maintain a City of Brisbane business license.

11. **Compliance with Laws.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

12. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including attorney's fees, arising out of or in any manner relating to the performance by Consultant of its services under this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant.

13. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *Commercial General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 00 01. The policy shall include a per project or per location general aggregate endorsement. If a per project/location endorsement is not available, the limit for the general aggregate shall be doubled.
- (2) *Automobile Liability Coverage.* Consultant shall maintain business automobile liability insurance in an amount not less than \$1,000,000 each accident combined single limit for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 00 01 Code 1 (any auto).
- (3) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and \$1,000,000 by disease-each employee for any and all persons employed directly or indirectly by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.
- (4) *Professional Liability Coverage.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions in an amount not less than \$1,000,000 per claim and in the aggregate, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.

(b) Endorsements: Each general liability and automobile liability insurance policy shall contain and be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; on Insurance Services Office form CG 20 10 (or equivalent) for ongoing operations, and on Insurance Services Office form CG 20 37 (or equivalent) for products and completed operations of Consultant; premises owned, occupied or used by Consultant; or

automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.

- (2) For any claims related to the Project, Consultant's insurance coverage shall allow and be endorsed primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) The commercial general liability, automobile liability and workers' compensation policies shall allow and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers.
 - (4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 - (5) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (6) Consultant's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. If a carrier will not provide the required notice, the Consultant shall provide written notice to the City no later than five (5) business days before policy modification or cancellation.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (e) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance and endorsements shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.

14. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City

City of Brisbane
Attn.: Public Works Director
50 Park Lane
Brisbane, CA 94005

To Consultant

Anchor QEA, LLC
33 New Montgomery Street, Ste 1210
San Francisco, CA 94105

15. **Litigation Expenses and Attorneys' Fees.** If either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, each party shall bear its own costs and expenses, including attorneys' fees, court costs, expert witness fees, and discovery expenses, incurred in connection with the legal action, regardless of which party may be deemed a prevailing party.

16. **Termination of Agreement.** This Agreement may be terminated by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

17. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

18. **Miscellaneous Provisions.**

- (a) **Severability.** Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision 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 be reasonably interpreted to implement the intention of the parties.
- (b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) **Amendments.** This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) **Waiver.** The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.

- (e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONSULTANT:

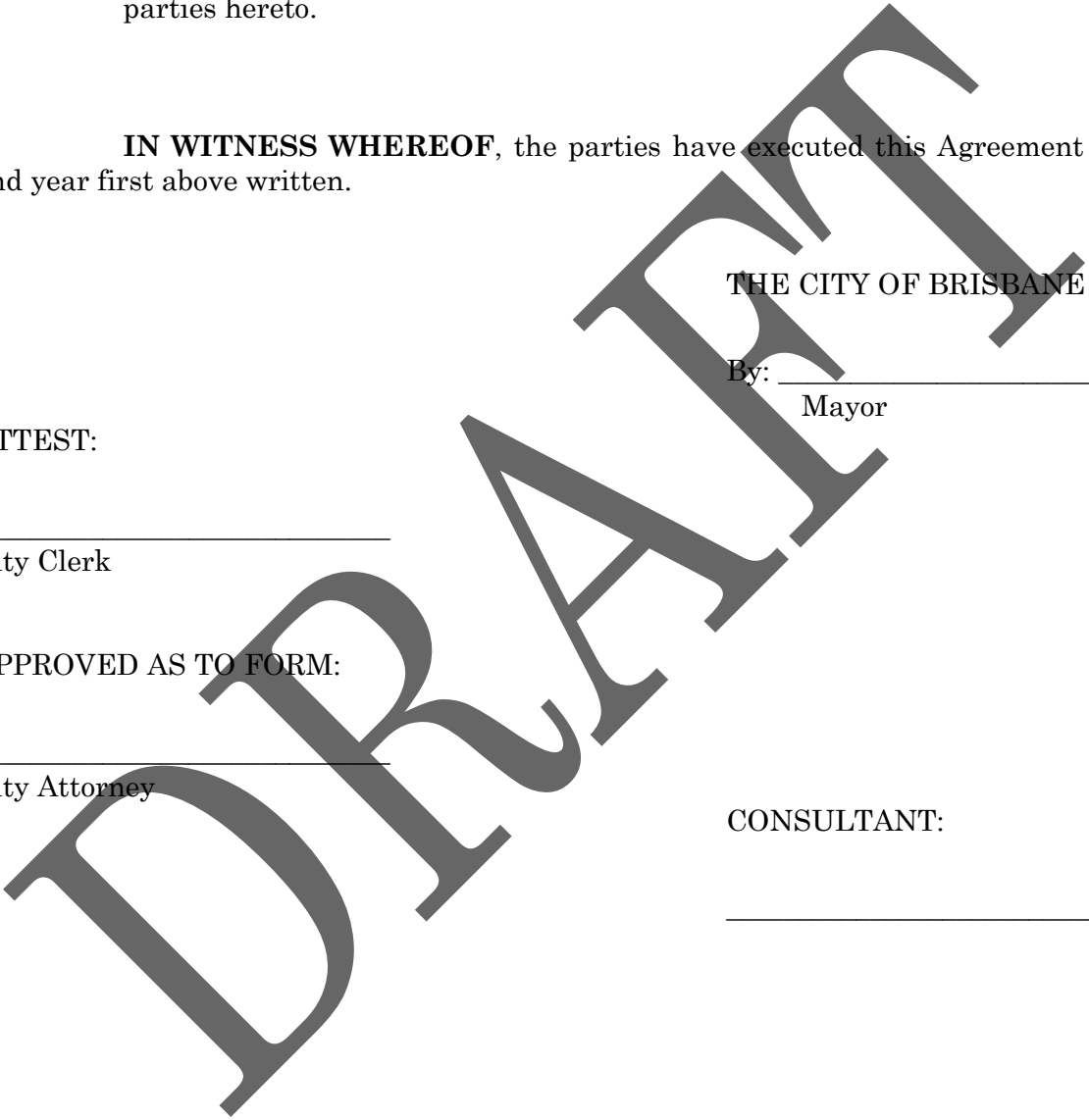


EXHIBIT A
Description of Services

DRAFT

EXHIBIT B
Time Schedule for Performance of Services

DRAFT

EXHIBIT C
Compensation

DRAFT

Attachment 6

RESOLUTION NO. 2025-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRISBANE APPROVING CONTRACT AMENDMENT NO. 2 WITH ANCHOR QEA, LLC FOR PERMITTING, FINAL DESIGN AND PROJECT MANAGEMENT SERVICES FOR THE 2026 BRISBANE MARINA MAINTENANCE DREDGING PROJECT**

WHEREAS, the City of Brisbane has previously executed a professional services agreement with Anchor QEA, LLC (“Consultant”) in the amount of \$200,000 for sediment characterization and 60% design for the 2026 Brisbane Marina maintenance dredging; and

WHEREAS, the City authorized additional sediment testing work in the amount of \$24,000 under the Consultant agreement in September 2025 to evaluate beneficial reuse options, approved within the City’s administrative authority; and

WHEREAS, the Consultant has submitted a proposal dated October 22, 2025, for Contract Amendment No. 2 in the amount of \$77,500 for permitting, 90% and 100% final dredge design and project management services; and

WHEREAS, the cumulative contract value, with the proposed Amendment No. 2, will total \$301,500 which exceeds the City Manager’s contract approval authority; and

WHEREAS, the City desires to approve Amendment No. 2 in order to ensure the project remains on schedule to bid and construct the dredging episode within the 2026 dredging window; and

WHEREAS, staff anticipates construction costs for the dredging work to be in the range of approximately \$6.1 million to \$6.3 million (potentially up to \$8.9 million under market variability) and will return to Council with a comprehensive funding strategy prior to award of construction; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brisbane as follows:

1. The City Council hereby approves Contract Amendment No. 2 with Anchor QEA, LLC in the amount of \$77,500 for permitting, final design and project management services for the 2026 Brisbane Marina Maintenance Dredging Project; and

- 2. The City Manager is authorized to execute the Amendment on behalf of the City, and the Director of Public Works is authorized to carry out all actions and execute all documents necessary to effectuate the Amendment; and
- 3. Funds for the Amendment are available in the Marina Enterprise Fund (GL 550-7009-000-52030), and there is no General Fund impact.

PASSED AND ADOPTED this 11th day of December, 2025, by the City Council of the City of Brisbane by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Cliff Lentz, Mayor

Ingrid Padilla, City Clerk

File Attachments for Item:

P. Provide General Guidance on Plaque Honoring David Schooley



CITY COUNCIL AGENDA REPORT

Meeting Date: December 11, 2025

From: Jeremy Dennis, City Manager & Maz Bozorginia, Director of Public Works

Subject: Plaque Honoring David Schooley

Recommendation

Receive this informational report and provide general guidance on the concept of installing a commemorative bronze plaque honoring David Schooley, including input on proposed locations and next steps. Following Council’s direction, staff will bring the project to the Parks and Recreation Commission for design development and approval.

Background

David Schooley has been a leading advocate for the protection and stewardship of San Bruno Mountain for more than fifty years. His conservation work, educational outreach, and collaboration with local jurisdictions have played a central role in preserving the mountain’s ecological resources and ensuring long-term public access.

City leadership has expressed interest in commemorating Mr. Schooley’s contributions. Staff is recommending a plaque be placed at an appropriate location that reflects Mr. Schooley’s commitment to the Mountain.

Discussion

The City Manager has identified several possible access points into the San Bruno Mountain trail network, such as the connections near Paul and Margaret Avenues, as potential locations for a single commemorative plaque. These neighborhood access points offer contextual relevance for trail users and a strong connection to the mountain that Mr. Schooley dedicated decades to protecting. Staff are proposing to mount the plaque on a natural boulder at the selected site to ensure that the installation blends with the surrounding environment. Should Council prefer another location with broader public visibility or a different connection to the mountain, staff can evaluate additional options.

The plaque would include a portrait relief and a brief statement honoring his legacy. This report provides preliminary information for Council’s consideration before the project moves to the Parks and Recreation Commission for design review.

To gather initial cost information, staff contacted a vendor previously used by the City. The preliminary concept includes a custom portrait relief, approximately 100 words of text, and a working plaque dimension of 14" x 20", although the final size may need to increase depending on the selected imagery and narrative. Since the portrait relief is entirely custom and the

artwork determines the casting size, the vendor cannot provide a firm quote until final text and artwork are submitted. As a point of reference, a similar bronze casting recently completed by the same vendor for the San Francisco Fire Department cost \$2,800, plus tax and freight.

If Council provides general direction to proceed, staff will bring the project to the Parks and Recreation Commission for design development. The Commission would review and refine the plaque language, confirm the preferred location, and select final design elements. Once these components are finalized, staff will submit the artwork and text to the fabricator for a definitive cost estimate and proceed with fabrication and installation.

Fiscal Impact

Based on vendor input and staff estimates:

- Plaque fabrication is anticipated at approximately \$3,000;
- City staff labor and installation materials are estimated at approximately \$2,000;
- A high range estimate of up to \$10,000 accounts for a larger plaque size or expanded artwork requirements.

All expected costs fall within staff’s purchasing authority, and current budgets can support such an effort.

Attachments

None.

Mazar Bozorginia

 Maz Bozorginia, Director of Public Works

Jeremy Dennis

 Jeremy Dennis, City Manager

File Attachments for Item:

R. Countywide Assignments and Subcommittee Reports

i. Parkside 2 Ad Hoc Subcommittee Update

ii. Report Out on Subcommittee Meetings

iii. Upcoming Subcommittee Meetings



CITY of BRISBANE

Council Subcommittee Update

From November 28th, 2025, to December 5th, 2025

1. Report Out on Subcommittees/Committees

No Subcommittees during this time.

2. Upcoming Subcommittees:

Liaison to P&R Commission Subcommittee	12/8	5:30pm	Davis, Kern
Housing Subcommittee	12/15	3:30pm	Davis, Kern (Alt)
Fiscal Policy Subcommittee	12/16	1:30pm	Mackin, O’Connell
Emergency Preparation Subcommittee	12/16	4:30pm	Davis, Kern
Economic Vitality Subcommittee	1/15	2:00pm	Lentz, Kern
Public Art Advisory Committee	1/26	5:15pm	Davis, O’Connell

3. Proposed Subcommittees:

Does any councilmember wish to propose any items for a subcommittee to discuss?