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TOWN ATTORNEY'S OFFICE
TOWN OF TIBURON



CITY OF BELVEDERE

Memorandum

March 9, 2010

TO: Ann Danforth, Tiburon Town Attorney
Margaret Curran, Tiburon Town Manager
Patrick Faulkner, Marin County Counsel
Robert T. Doyle, Sheriff

FROM: Leslie Carpentiers, Deputy City Clerk & Assistant to the City Manager

SUBJECT: Signature on Cost Sharing and Use Agreements for Automated License Plate Reader System

Will you please sign the attached three copies of the agreement and pass them on to the next person on the list.

Sheff Doyle, if you will, please retain one fully executed copy, return one to me, and mail the third to Peggy Curran at Tiburon.

Thank you!

COST SHARING AND USE AGREEMENT FOR AUTOMATED LICENSE PLATE READER SYSTEM

THIS MEMORANDUM OF UNDERSTANDING made and entered into effective February 8, 2010, is between the TOWN OF TIBURON, a California municipal corporation ("Town"), the COUNTY OF MARIN, a political subdivision of the State of California ("County"), acting by and through the County sheriff, and the CITY OF BELVEDERE ("CITY"), a California municipal corporation.

I. RECITALS

- A. The Town, the City and the County recognize the need for interagency cooperation to provide the most efficient and effective public safety services.
- B. The Town, the City and the County have each determined that an Automated License Plate Reader System ("ALPRS") would be a useful investigatory tool in the identification, arrest and prosecution of individuals responsible for the commission of crimes in the Town, the City and certain unincorporated areas of the County on the Tiburon peninsula; and for the detection of vehicles associated with, or wanted in connection to crimes committed in other jurisdictions, entering the peninsula.
- C. The Town, the City and the County all concur that a single ALPRS would be sufficient and therefore have decided to develop an inter-jurisdictional agreement for the acquisition, maintenance and use of the system.

AGREEMENT

I. THE ALPRS

The Automated License Plate Reader System (ALPRS) is a non-portable, fixed system consisting of a camera, or cameras, and related equipment used to capture, record, transmit and store license plate and vehicle images/data recorded on public spaces for use in criminal investigations, searching data files for vehicles wanted or sought in connection with the commission of a serious crime including but not limited to stolen vehicles and Amber alerts, and notifying police of the presence of such vehicles.

II. SYSTEM INSTALLATION

- A. The Town will install, maintain and operate the ALPRS as set forth herein.
- B. The City shall be responsible for payment of 25% of the net cost of system acquisition, construction and installation incurred by the Town. Net cost will be calculated by subtracting the contribution by the county from the total cost to the Town. Notwithstanding the foregoing, the City's costs shall not exceed \$36,000 without prior

written approval of the City Manager. Town will submit a single invoice for said costs, which City shall pay within 30 days of receipt.

C. The County shall be responsible for payment of 10% of the total cost of system acquisition, construction and installation. Notwithstanding the foregoing, the County's costs shall not exceed \$16,000 without prior written approval of the Sheriff. Town will submit a single invoice for said costs, which County shall pay within 30 days of receipt.

D. The Town shall have sole discretion to award and execute contracts for ALPRS acquisition, construction, and installation in accordance with State law and Town ordinance. The Town Manager or her designee shall have sole discretion to determine the services, materials, and equipment necessary or appropriate for the proper installation of the system. The Town Manager or her designee shall also be responsible to apply for and obtain any required permits for the ALPRS.

III. OPERATION AND MAINTENANCE

A. The City Police Department and the County Sheriff's Department will have access to the system through the Tiburon Police Department in accordance with Tiburon Police Department Regulation 378, Automated License Plate Reader System Policy, established and approved by the Tiburon Town Council in its meeting of November 18, 2009, which is attached hereto and incorporated herein by reference ("ALPRS Policy"). Said access will be identical to that of Town Police Department personnel and subject to the same restrictions. All access to and use of the ALPRS will conform to the ALPRS Policy or any successor or supplemental regulation adopted by the Town.

B. The Town shall have the sole discretion to award and execute contracts for ALPRS maintenance, repair or replacement of the system or any of its components in accordance with State law and Town ordinance. The Town Manager or her designee shall have sole discretion to determine the services, materials, and equipment necessary or appropriate for the proper maintenance of the system.

C. The City shall pay 25 percent (25 %) of the net cost to the Town for the operation, maintenance or repair of the system or infrastructure necessary for ALPRS operation. Net cost will be calculated by subtracting the contribution by the county from the total cost to the Town. Notwithstanding the foregoing, the City's costs under this paragraph shall not exceed \$7,000 in the initial year of operation without prior written approval of the City Manager. Said maximum amount shall be increased after the first year of operation if necessary to reflect increases in the cost of warranty or maintenance agreements, utility costs and the replacement or repair of system equipment not covered by warranty. Within 30 days after the end of each fiscal year, Town will submit an invoice to City for City's share of costs, which City will pay within 30 days of receipt.

D. The County Sheriff's Department shall pay 10 percent (10 %) of total costs for the operation, maintenance or repair of the system or infrastructure necessary ALPRS operation. Notwithstanding the foregoing, the County's costs under this paragraph shall not exceed \$3,000 in a single fiscal year without prior written approval of the Sheriff. Said maximum amount shall be increased after the first year of operation to reflect increases in the cost of warranty or maintenance agreements, utility costs and the replacement or repair of system equipment not covered by warranty. Within 30 days after the end of each fiscal year, Town will submit an invoice to County for County's share of costs, which County will pay within 30 days of receipt.

IV. TERMINATION OF AGREEMENT

A. Upon the effective date of this Agreement, all parties are obligated to pay the initial contribution for system acquisition, construction and installation as set forth in Section II. Thereafter, either City or County may withdraw from the agreement by providing the Town of Tiburon thirty days written notice. At the conclusion of the thirty day period, all further rights and obligations of the terminating party under this Agreement will terminate except obligations arising under Section V.

B. The Town may terminate this Agreement upon 30 days written notice to the other parties. Notwithstanding the foregoing, if the Town terminates this Agreement before the system has been operational for at least one year, the Town shall refund any costs paid by City and County pursuant to Section II.

V. RELATIONSHIP OF PARTIES; INDEMNITIES

A. No party to this Agreement shall be considered the agent or employee or any other party. Each party shall be solely responsible for the alleged acts or omissions of their own agents, employees, contractors and representatives.

B. This Agreement includes the following obligations regarding claims arising from this Agreement.

1. Pursuant to the authority granted under Section 895.4 of the California Government Code, each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other parties, including the other parties' officers, directors, employees and agents (collectively, the "Indemnified Parties"), against any and all liability, demands, claims, costs, damages, and expenses, including reasonable attorney fees, (hereafter, "Losses") incurred by the Indemnified Parties, arising from or relating to any negligent or wrongful act or omission of the Indemnifying Party or its officers, agents or employees, or from any Losses arising from the Indemnifying Party's performance under this Agreement.

2. At their own cost and expense, the Indemnified Parties may participate in the defense of any action or lawsuit, or in the prosecution of any appeal of any judgment or ruling in any such action or lawsuit, where the duty of defense or prosecution is imposed on the Indemnifying Party.

3. The Parties shall have the right of contribution against each other in the event of any judgment of liability against any party arising from the performance of this Agreement. The amount of contribution for which any party shall be liable shall not exceed that party's proportional fault in the act or omission giving rise to the liability.

VI. MISCELLANEOUS PROVISIONS

A. Notwithstanding any other provision of this Agreement, Town does not warrant that the ALPRS will perform as advertised or expected. Section V.B shall not apply to any claim involving equipment malfunction and/or errors that may arise from the reasonable deployment of the ALRPS. The sole remedy for such a claim shall be against the equipment vendor and manufacturer.

B. The laws of the State of California shall govern this Agreement. In the event a dispute arises under this Agreement, the County of Marin shall be the venue for resolution of said dispute.

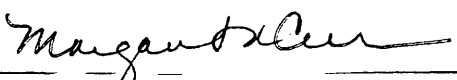
C. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining portions shall not be affected unless the effect thereof would materially change the economic burden on either party.

D. This Agreement shall be binding on the assigns and successors in interest to all parties. No party may assign their obligations under this Agreement without the written consent of the other parties.

E. This Agreement represents the entire Agreement between the parties. This Agreement may only be amended in writing.

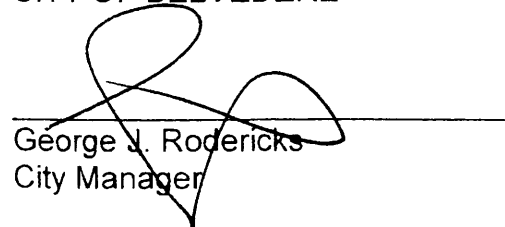
IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to execute this Agreement the day and year above written.

TOWN OF TIBURON



Margaret Curran
Town Manager

CITY OF BELVEDERE

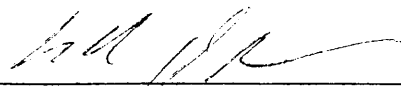


George J. Rodericks
City Manager

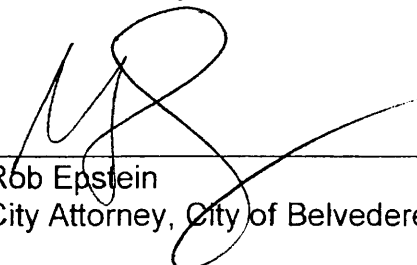
COUNTY OF MARIN

Robert T. Doyle, Sheriff

APPROVED AS TO FORM:



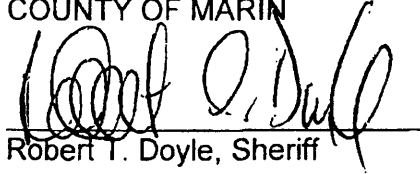
Ann R. Danforth
Town Attorney, Town of Tiburon



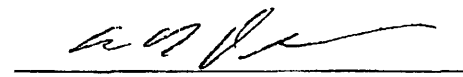
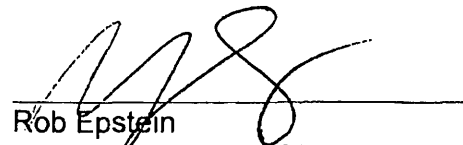
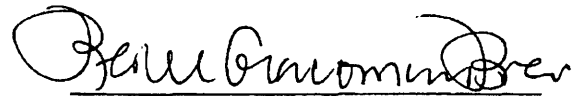
Rob Epstein
City Attorney, City of Belvedere

Patrick Faulkner
County Counsel, County of Marin

COUNTY OF MARIN


Robert T. Doyle, Sheriff

APPROVED AS TO FORM:


Ann R. Danforth
Town Attorney, Town of Tiburon
Rob Epstein
City Attorney, City of Belvedere
Patrick Faulkner
County Counsel, County of Marin

**TOWN OF TIBURON
TIBURON, CALIFORNIA**

**OWNER-CONTRACTOR AGREEMENT FOR THE
TIBURON LICENSE PLATE READER SYSTEM INSTALLATION**

THIS OWNER-CONTRACTOR AGREEMENT ("AGREEMENT") is made and entered into this 9th day of JUNE, 2010, by and between the TOWN OF TIBURON, municipal corporation, 1505 Tiburon Boulevard, Tiburon, CA 94920, ("Owner") and Republic ITS ("Contractor"), whose principal place of business is Novato, CA.

In consideration of the mutual covenants and agreements set forth herein, Contractor and Owner hereby agree as follows:

ARTICLE I

CONSTRUCTION

Subject to and in accordance with the terms of this Agreement, the Contractor shall do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete, in accordance with the Contract Documents (as hereinafter defined) in a good, workmanlike and substantial manner and to the satisfaction of the Owner, the **Tiburon License Plate Reader System Installation** ("Project") located in Tiburon, California more particularly depicted on Exhibit A ("the Site"). The Project is that described and reasonably inferable from the drawings and specifications and documents enumerated in Exhibit B, such construction and furnishing of labor, services, materials and equipment and the performance of Contractor's other services and obligations required by the Contract Documents are hereinafter referred to as the "Work." The term "Contract Documents" shall mean this Agreement, and all of the items enumerated in Exhibit B.

ARTICLE II

PAYMENT

See Section 5-1.9 of the Special Provisions of Contract Documents. Total compensation for the Work shall not exceed \$ 35,450.00 without prior written authorization from the Owner.

ARTICLE III

TIME FOR PERFORMANCE

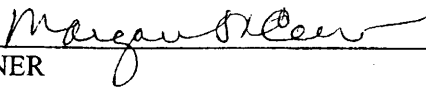
Section 3.1 **Time of Completion:**

See Section 8-1.06 of the Standard Specifications and Section 4 of the Contract Documents

Section 3.2 **Liquidated Damages:**

Contractor will pay liquated damages as set forth Section 8-1.07 of the Standard Specifications and Section 4 of the Special Provisions.

The Parties acknowledge that time is of the essence in this Agreement and wish to avoid the cost, difficulty and delay of proving the damages caused by delay. Accordingly, the Parties agree that the Contractor shall pay to the Town the sum of \$750 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in Section 3.1 hereof.


OWNER


CONTRACTOR James A. Wagner,
UP Engineering

ARTICLE IV

PREVAILING WAGES

The general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement is that ascertained by the Director of the Department of Industrial Relations of the State of California, copies of which ("Prevailing Rate Schedules") are on file in the Owner's principal office. The Prevailing Rate Schedules shall be made available to any interested party upon request. The holidays upon which rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification or type of workman employed on the Project. Attention is directed to Section 7-1.01A(2) of the Standard Specifications. Contract shall forfeit, as a penalty as set forth in California Labor Code §1775, twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each workman paid less than the prevailing rates set forth in the Prevailing Rates Schedules for any work done by any subcontractor under Contractor.

ARTICLE V

NON-DISCRIMINATION

The Contractor hereby agrees to comply with the provisions contained in Section 5-1.1 of the Contract Documents.

ARTICLE VI

WORKER'S COMPENSATION INSURANCE

By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

ARTICLE VII

CONFLICT

In the event of conflict between the terms of this Agreement and the bid or proposal of said Contractor, then, this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the proposal conflicting herewith.

ARTICLE VIII

EXHIBITS

This Agreement includes the following Exhibits, which are attached hereto and incorporated herein by reference:

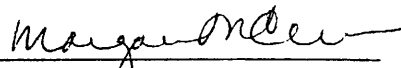
Exhibit A	The Site
Exhibit B	The Contract Documents that comprise the terms of this Agreement
Exhibit C	Contract Prices

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first hereinabove written.

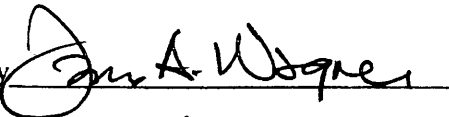
APPROVED AS TO FORM:

TOWN OF TIBURON

By 
Town Attorney

By 
Town Manager

CONTRACTOR:

By 

Its, James A. Wagner, VP Engineering

Contractor's License No. 647154

Expiration Date: 6/30/2011

EXHIBIT A

The Site

The public and private rights-of-way located in the Town of Tiburon, California and known as:

- PROJECT SITE 1 – Tiburon Blvd between Blackfield Drive and Bay Vista
- PROJECT SITE 2 – Paradise Drive between Ranch Road and Robin Drive

EXHIBIT B

Contract Documents

- Project Plans
- Standard Specifications
- Standard Plans
- Special Provisions
- Proposal and Contract
- Contract bonds(Payment Bond and Performance Bond)
- Any supplemental agreement amending or extending the work
- Any working drawings, sketches, or instruction clarifying or enlarging upon the work specified
- Pertinent portions of any other documents included by reference in the specifications, Standard Specifications ,or Plans

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, Town of Tiburon

On this _____ day of _____ in the year 20__ before me **SEE ATTACHED**,
a notary public in and for the Town of Tiburon, personally appeared

_____, known to me to be the person whose

Attorney-in-fact

name is subscribed to this instrument and known to me to be the attorney-in-fact of _____
and acknowledged to me that he/she subscribed the name of the said company thereto as surety,
and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

ACKNOWLEDGMENT

State of California
County of Marin

On June 1st, 2010 before me, J. DeLuca, Notary Public
(insert name and title of the officer)

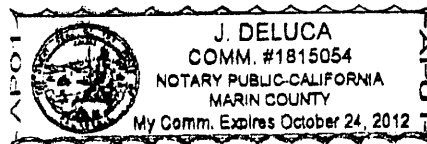
personally appeared Kelly Holtemann
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. DeLuca

(Seal)



TOWN OF TIBURON
PAYMENT BOND
 (Section 3247, Civil Code)

WHEREAS, The Town of Tiburon, acting by and through the Public Works Department, hereafter referred to as "Obligee", has awarded to Contractor ** , hereafter designated as the "Principal", a contract for the work described as follows:

Re: Tiburon License Plate Reader System Installation

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material, men and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of

Thirty five thousand four hundred fifty & 00/100-- dollars (\$ 35,450.00), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall insure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The Payment Bond shall not be less than 100 percent of the contract price and shall remain in force until 35 days after the date of recordation of the Notice of Completion.

Dated: June 1st, 20 10

Correspondence or claims relating to this bond should be sent to the surety at the following address:

15 Mountain View Road

Warren, NJ 07059

**Republic Intelligent Transportation

Services, Inc.

James A. Wagner
James A. Wagner, VP Engineering
 Principal

Federal Insurance Company

Surety

(SEAL)

By Kelly Holtemann Attorney-in-Fact, Kelly Holtemann

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

Town / County of **SEE ATTACHED** SS

On this _____ day of _____ in the year 20__ before me _____, personally appeared _____, personally known to

Attorney-in-fact

me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

ACKNOWLEDGMENT

State of California
County of Marin)

On June 1st, 2010 before me, J. DeLuca, Notary Public
(insert name and title of the officer)

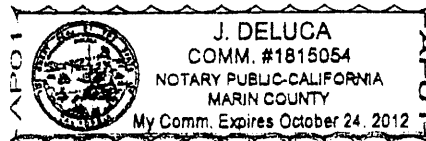
personally appeared Kelly Holtemann,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

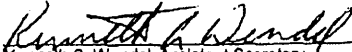
**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

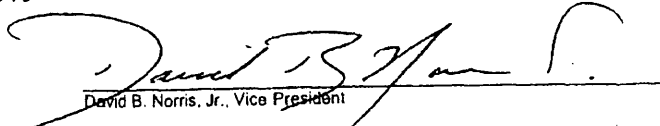
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Nerissa S. Bartolome, Lawrence J. Coyne, Joan DeLuca, Roger C. Dickinson, Rosemarie Guanill, Nancy L. Hamilton, Kelly Holtemann, Thomas E. Hughes, Stanley D. Loar, Mark M. Munekawa, Bruce G. Okrepkie, Yvonne Roncagliolo and Charles R. Shoemaker** of San Francisco, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **7th** day of **January, 2010**


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset

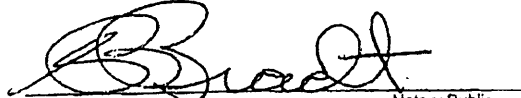
ss.

On this **7th** day of **January, 2010** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal:



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014


Notary Public

CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **June 1st, 2010**




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656

e-mail: surety@chubb.com

RECEIVED

JUL 12 2010

TOWN OF TIBURON
BUILDING DIVISION
**Pacific Gas and
Electric Company**
Agreement for Unmetered Electrical Service*

16. All notices required herein shall be given in writing and delivered personally, by United States Postal Service or other nationally recognized courier service to the appropriate address below. Addresses may be changed by the Company or Customer as business needs change.

Customer: Town of Tiburon Pacific Gas and Electric Company
 Address: 1505 Tiburon Blvd Billing Revenue & Records
Tiburon, CA 94920 P.O. Box 8329
 Stockton, CA 95208
 Attn: Nicholas Nguyen Attn. Unmetered Electric Usage

17. Customer's bill shall be mailed to the address listed below and in Attachment A.

Billing Name: Town of Tiburon
 Address: 1505 Tiburon Blvd
Tiburon, CA 94920
 Attn: Nicholas Nguyen

18. The waiver by either Party of any default in the performance, or failure to insist on strict performance, by the other or any covenant or condition contained herein shall not be construed to be a waiver of any preceding or subsequent default of the same or any other covenant contained herein.

19. Customer may, with the Company's written consent, assign this Agreement if the assignee agrees in writing to perform all of Customer's obligations hereunder. Such assignment will be deemed to include, unless otherwise specified therein, all of the Customer's rights to any refunds which might become due upon discontinuance of service contracted. Customer remains responsible for all obligations under this Agreement up to the effective date of the assignment. In lieu of an assignment, the Customer's successor in interest may retrofit the Equipment for metering under Company's existing tariffs.

APPROVED:

Customer: TOWN OF TIBURON
 Title: TOWN MANAGER
 Name (Print): MARGARET CURRAN
 Signature: Margaret Curran
 Date: 8.2.10

Pacific Gas and Electric Company
 Title: Service Pkg Supervisor
 Name (Print): PATRICK F. HAYES
 Signature: Patrick F Hayes
 Date: 7-8-2010

APPROVED AS TO FORM

* Automated Document, Preliminary Statement Part A

 Page 4 of 4
 Form 79-972
 Advice 2851-E
 July 2006



**Pacific Gas and
Electric Company**

Agreement for Unmetered Electrical Service*

PG&E Use only	
Distribution:	References:
Original: Records Processing	PM#
Copies: Division, Customer	BD#
	SA#

This Agreement between Town of Tiburon
(Customer) and Pacific Gas and Electric Company (the Company) is to establish and govern the provisions of unmetered electric service provided by the Company at the locations reported for equipment described in the attachments to this Agreement and billing data reported monthly or annually as required by this Agreement and subject to review by the Company for unmetered status.

WHEREAS, in the Company's opinion, it would be impractical to install electric meters at the requested locations and for equipment installed subject to this Agreement; and

WHEREAS, the consumption of electricity at such locations and for such equipment can be reasonably determined from manufacturer's specifications and operating characteristics of the Customer where the load is 11 hour photo controlled or 24 hour constant and of *one hundred fifty (150) watts or less rated or average consumption* on any one service connection point; and

WHEREAS, pursuant to the Company's electric Preliminary Statement Part A.6.a, Customer and the Company agree that, in lieu of installing meters at each location, the Company shall provide unmetered electric service as provided herein.

NOW THEREFORE, in consideration of the terms and covenants contained herein, Customer and the Company hereby agree as follows:

1. Customer's equipment that is the subject of this Agreement, are identified in the data sheets set forth in Attachment A (Equipment). Each location will be considered a separate account and billed on the Company's regular monthly billing cycle for the applicable area. Each location will be evaluated for unmetered service separate from any other location. Billing of fixed usage will be done under the rate schedule indicated on Attachment A. Billing will be based on the methodology described in paragraph 3, below. This Agreement is for Equipment directly connected to the Company's distribution system, and is not available for equipment connected via a third party service, third party equipment, or through photo control adapters attached to Company-owned or third-party-owned street light facilities.
2. Each individual piece of Equipment shall constitute a separate unit for purposes of this Agreement. The method of determining the electric usage for each unit shall be as follows:
 - a) Where a unit is controlled by a photo control, any such photo control must meet ANSI Standard C136.10, turn on value 1.0 foot candles and turn off value of 1.5 foot candles. Usage must be equal to or less than 150 watts rated or average consumption. It will be billed at 11 hours of photo controlled operating time per day.
 - b) Where a unit is not photo controlled, the unit will be billed on a 24-hour basis. Usage must be equal to or less than 150 watts rated or average consumption.
 - c) Customer shall provide the Company all of the information necessary to complete Attachment A, including without limitation, the description of the equipment model, type, unit and load, prior to

Page 1 of 4
Form 79-972
Advice 2851-E
July 2006

* Automated Document, Preliminary Statement Part A



**Pacific Gas and
Electric Company**

Agreement for Unmetered Electrical Service*

the installation of any Equipment. To facilitate completion of Attachment A, third party testing results or metered results are required where Customer has no manufacturer data. Information to verify the number and location of all Equipment at each service location shall be reported as described in Attachment B.

3. The monthly energy charge will be based on Equipment identified in Attachment A and the calculated kilowatt hours (kWh) applied to all locations for that equipment from the documented average consumption or rated input (not to exceed 150 watts) multiplied by either a) 731 hours per month (for 24-hour continuous usage) under paragraph 2b, above; or b) 335 hours per month (for photo controlled usage) under paragraph 2a, above. The monthly charge shall also include all other charges under the General Services rate schedule A1, including the single customer charge per location.
4. Pursuant to Section D of the Company's Electric Rule 3, Customer will promptly furnish the Company with notice of any changes in the connected or rated electrical loads or operating characteristics of such load for Equipment and each location for which service is provided under this Agreement, Attachment A shall be revised for the Equipment in question. As required in paragraph 6, Customers shall furnish the Company with information with a frequency and in a format acceptable to the Company, verifying and reconciling the Equipment at each service location, current installs and removals for the month or annually, including changes in Model or type of equipment. Any changes relating to the Model or type shall be reported as described in Attachment A. Any changes relating to the number or location of any Equipment and reflecting the net result of any installations or removals shall be reported as described in Attachment B. If it is determined that electrical load is connected that has not been accurately reported to the Company by Customer, such load will be billed in accordance with Electric Rules 17, 17.1, and 17.2 as applicable, and Customer shall pay the applicable charges for this electrical load, calculated in accordance with paragraphs 2 and 3, above. The Company reserves the right to field or bench test Customer's Equipment to verify the full rated input or average consumption. The Company reserves the right to review calibration records of Customer's test equipment used to provide measured load for previously existing grandfathered units. For load with photo controls, if photo control is discovered to be malfunctioning, billing will be based on 24-hour continuous load until such time it has been demonstrated to the Company's satisfaction that the control has been made operable.
5. Auditing will be conducted at the Company's sole discretion. Customer will provide a complete and accurate inventory and other information as required in paragraph 4 and in Attachment A and Attachment B. Customer shall provide access to Equipment and provide assistance to the Company as necessary to complete the audit. The Company shall have the right to collect the costs of the additional field verification work that would otherwise not be incurred in serving metered facilities.
6. As provided for in the Company's Electric Rule 11, Section A.1, billing will continue until such time that Customer informs the Company with 2 days prior written notice to: a) terminate billing; and b) as a condition of this Agreement, to make proper notification for scheduling the Company to de-energize Customer's Equipment.
7. Only duly authorized employees or agents of the Company may connect Customer's electrical loads to, or disconnect the same from, the Company's electric distribution facilities.
8. Neither this Agreement nor conditions of electric service hereunder shall constitute permission or authorization for any use or occupation of the Company's facilities or facilities of any third party by

Page 2 of 4
Form 79-972
Advice 2851-E
July 2006

* Automated Document, Preliminary Statement Part A



Agreement for Unmetered Electrical Service*

Customer. It shall be sole responsibility and obligation of Customer to secure any rights or permission that may be necessary for the placement and use of Customer's Equipment on private property or within the public right of way.

9. Service furnished in accordance with this Agreement shall in all respects be subject to Company's applicable tariffs on file with the California Public Utilities Commission and shall at times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction.
10. Customer's Equipment shall be installed, maintained and operated at all times in accordance with all applicable laws, rules and regulations by any governmental authority with jurisdiction, including Commission's General Order 95. Customer will inform the Company as to the state, county, or local government authority with jurisdiction to approve installation of facilities to be energized, obtain proper inspection clearance or other approvals as required, and provide evidence of clearance to the Company. Where no state, county or local government authority has jurisdiction over Customer's installation, Customer will inform the Company of that fact and will provide the Company with a letter from Customer's qualified electrical engineer or engineering consultant authorizing Company to energize service to Customer's Equipment and indicating compliance with Customer's design criteria.
11. This Agreement may be cancelled by either party on thirty (30) days prior written notice to the other party, which shall result in termination of service, unless: a) a subsequent executed superseding agreement governing the terms of unmetered service has gone into effect prior to the termination of this Agreement; or b) a meter has been installed and the service has been transferred to metered status.
12. The Company may, at a later date, require metering of new, existing, additional, rearranged or relocated equipment that would otherwise register on its metering devices with then available practical technology, and decline to provide or continue unmetered service.
13. Nothing in this Agreement shall preclude the Company from requesting authority from the California Public Utilities Commission to implement an electric tariff for unmetered service. If an unmetered electric service tariff is approved for the Company, it shall apply to Customer's installations under this Agreement.
14. If Customer acquires additional unmetered facilities through merger, purchase, or other forms of acquisition, all such acquired unmetered facilities shall become subject to this Agreement, and billing will be adjusted as required by this Agreement. Customer must provide the information necessary to complete new Attachment A(s), if such additional unmetered facilities have not previously been identified to the Company. If Customer is acquired by a third party, assignment of this Agreement shall be subject to the provisions of paragraph 20.
15. The Company is authorized to revise the form of Attachment A and Attachment B at its sole discretion and at any time require additional information from Customer for the purpose of this Agreement, including without limitation, accurate data concerning equipment, maintaining accurate records, and promoting accurate and efficient billing.

Page 3 of 4
Form 79-972
Advice 2851-E
July 2006

* Automated Document, Preliminary Statement Part A



Pacific Gas and
Electric Company

Electric Underground Inspection Log

Type of Inspection Requested

Conduit ☐ Wire Pull ☐ Trench ☐ Other ☒

61-9481 Rev. 504
New Building Process

PG&E Office:

Inspection Date:

PM Order # 30160112

☐ Residential Service

☐ Commercial Service

☐ Subdivision / Development Service

☐ PG&E Electric Only

☐ PG&E Gas & Elect

☐ Customer dug trench

☐ Customer installed
facilities

Project Name: 17 Madrona

Address/Lot Number:

City: Poss

Trench	Passed	Failed	Comments	Pad	Passed	Failed
Location	☐	☐		Grade/ Location	☐	☐
Depth	☐	☐		Formed/ Rebar	☐	☐
Sand/ Backfill	☐	☐		Poured	☐	☐
Elbow	☐	☐		Vault	☐	☐
Conduit	☐	☐		Conduit	☐	☐
Panel	☒	☐		Mandrel	☒	☐
Splice Box	☐	☐		Pull Tape	☐	☐
Cable Size	☐	☐		Rock	☐	☐
Street Light	☐	☐		Grounding	☐	☐
Sealing conduit	☐	☐		Approved Material	☐	☐
Grouting	☐	☐		Markings	☐	☐
Other	☐	☐		Cable Protectors	☐	☐
Splicing				Caulking	☐	☐
Primary	☐	☐		Other	☐	☐
Secondary	☐	☐		Barrier Post		
Service	☐	☐		Location	☐	☐
Transform Inst	☐	☐		Depth	☐	☐
Markings	☐	☐		Visibility Strips	☐	☐
Clearances				Capped	☐	☐
Working Space	☐	☐		Lock on Rem.	☐	☐
Motor Separation	☐	☐		Posts	☐	☐
				Other	☐	☐

Working off Applicant Design? Yes ☐ No ☐

Clear for Construction? Yes ☒ No ☐

Notes:

If any item is rejected, you must contact your Rep at:

Electric service cannot be established until all items are inspected and approved. A 48-hour notice is required for all inspections. Faxed requests received by 12:00 noon will be processed the same day.

Time Arrived:

Time departed:

Travel Time:

Inspection Hours:

Total Hours:

Inspector's Signature

Date

Customer / Agent Signature

Date

White: Inspector's Copy

Yellow: Project Manager's Copy

Pink: Customer's Copy

Attachment A



Attachment A to Agreement for Unmetered Services

Form to be completed by PG&E

Date of Agreement

Date of this attachment

7/16/10

7/16/10

PM # 30788068

SA #

Distribution: Original Billing Revenue and Records

Copy Divisions, Service Planning, Customer

Applicant:

Address:

Billing Name:

Address (if different from mailing):

Town of Tiburon
1505 Tiburon Blvd
Tiburon CA 94920

Town of Tiburon

Equipment billing information (to be completed by Pacific Gas and Electric Company)

Manufacturer/model or series

Equipment type*

Pips Technology Spiket P372P

license plate camera

*Use only one Attachment A per Equipment type

Basic calculation for monthly kiloWatt hours (kWh) rounded to the nearest whole kWh for billing.

((Nominal voltage x Amps) /1000) x hours of operation

Use 731 hours for 24 hour load, or 335 hours for 11 hour photo controlled load.

Adjust Amps as needed when Average Documented Consumption is used in place of full rated amps for proper kWh billing.

Rate schedule	Nominal volts	Amps	Operating hours	kWh/Mo billing
240 Tiburon A1	120	8	731	702 0

Applicant must provide the following:

- Equipment model, type and unit identification number
- Input ratings in amps, nominal volts or documented average consumption
- Description of apparatus, if any, which controls hours of equipment operation, photo control or other operating characteristics including range of efficiency rating, selectable range of voltages, and any other information deemed necessary by Pacific Gas and Electric Company to accurately establish billing amounts.

Additional documentation and attachments as required by Pacific Gas and Electric Company:

- Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:
- Equipment location (e.g., Street light number, GPS coordinate or other acceptable identification)
- Notification of tax exemptions which apply to the provisions of service under this Agreement

Provide the following when requesting service through Pacific Gas and Electric Company local offices

- A copy of the Agreement and Attachments for Unmetered Services
- Necessary information to complete an Electric Rule 3 request for service if required.

- "Automated Document, Preliminary Statement, Part A"

Rates & Tariffs
Form 79-972
Advice 2851-E

Attachment A



Attachment A to Agreement for Unmetered Services

Form to be completed by PG&E

Date of Agreement

Date of this attachment

7/16/10
7/16/10

PM # 20788068

SA #

Distribution: Original Billing Revenue and Records

Copy Divisions, Service Planning, Customer

Applicant:

Address:

Billing Name:

Address (if different from mailing):

Town of Tiburon
1505 Tiburon Blvd
Tiburon CA 94920
Town of Tiburon

Equipment billing information (to be completed by Pacific Gas and Electric Company)

Manufacturer/model or series

Equipment type*

Pips Technology Spike P372P

License plate camera

*Use only one Attachment A per Equipment type

Basic calculation for monthly kiloWatt hours (kWh) rounded to the nearest whole kWh for billing.

((Nominal voltage x Amps) /1000) x hours of operation

Use 731 hours for 24 hour load, or 335 hours for 11 hour photo controlled load.

Adjust Amps as needed when Average Documented Consumption is used in place of full rated amps for proper kWh billing.

Rate schedule	Nominal volts	Amps	Operating hours	kWh/Mo billing
5060 Paradise A1	120	4	731	351 0

Applicant must provide the following:

- Equipment model, type and unit identification number
- Input ratings in amps, nominal volts or documented average consumption
- Description of apparatus, if any, which controls hours of equipment operation, photo control or other operating characteristics including range of efficiency rating, selectable range of voltages, and any other information deemed necessary by Pacific Gas and Electric Company to accurately establish billing amounts.

Additional documentation and attachments as required by Pacific Gas and Electric Company:

- Pursuant to paragraphs 2a and 4 of the Agreement, for billing reporting, information required includes, but is not limited to:
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Provide the following when requesting service through Pacific Gas and Electric Company local offices

- A copy of the Agreement and Attachments for Unmetered Services
- Necessary information to complete an Electric Rule 3 request for service if required.
- "Automated Document, Preliminary Statement, Part A".

Rates & Tariffs
Form 79-972
Advice 2851-E

Annual Report

Customer:

Annual Report																
Customer:																
COUNTY ID	CITY ID	TOTL	SAP	INSTALLED	POLE ID	ADDRESS	GROSS-4 TREE / 2P	LATITUDE	LONGITUDE	VENDOR	MODEL	DESCRIPTION	Identification Number	KWH	KWH Total	
Marion	Liberty					5060 Perry Rd 138	74920			PDS	P372 P			0.046	33.12	
Marion	Liberty					340 Timmon	74920			PDS	P372 P			0.086	61.92	
			</													

Nicholas Nguyen

JUST FYI---
NE

From: Victa, Derrick [dav9@pge.com]
Sent: Tuesday, July 20, 2010 7:57 AM
To: Nicholas Nguyen
Subject: FW: unmetered load calculation

Nick,

Please see below for the billing questions you had.

Thanks,
Derrick Victa
Sr. Engineering Estimator - Electric
PG&E
1220 Andersen Dr
San Rafael, CA
415-257-3446
8-326-3446 Internal

From: Imel, Matthew
Sent: Tuesday, July 20, 2010 7:39 AM
To: Victa, Derrick
Cc: Stephan, Doris
Subject: FW: unmetered load calculation

Derrick,

Here is the information you requested regarding the unmetered billing (under current rates) for the proposed traffic cameras in Tiburon. My thanks to Doris for performing the calculations.

matt

From: Stephan, Doris
Sent: Monday, July 19, 2010 6:15 PM
To: Imel, Matthew
Subject: RE: unmetered load calculation

30 day billing summer 62 kWh \$21.24 winter \$17.79
30 day billing summer 33 kWh \$15.46 winter \$13.62

That's assuming that we are rounding the number of kWh. If not, I can recalculate for you.

Doris Stephan
Customer Relations
Tariff Interpretation



TOWN OF TIBURON
Tiburon Town Hall
1505 Tiburon Boulevard
Tiburon, CA 94920

Regular Meeting
Tiburon Town Council
February 16, 2011
Closed Session – 6:30 p.m.
Regular Meeting – 7:30 p.m.
Redevelopment Agency – at
end of regular meeting

AGENDA

TIBURON TOWN COUNCIL & TIBURON REDEVELOPMENT AGENCY

CLOSED SESSION – (6:30 p.m.)

CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
(Subdivision (c) of Government Code Section 54956.9)

Claims relating to Del Mar Undergrounding Litigation

CALL TO ORDER AND ROLL CALL

Councilmember Collins, Councilmember Fredericks, Councilmember O'Donnell, Vice Mayor
Fraser, Mayor Slavitz

CLOSED SESSION ANNOUNCEMENT, IF ANY

ORAL COMMUNICATIONS

Persons wishing to address the Town Council on subjects not on the agenda may do so at this time. Please note however, that the Town Council is not able to undertake extended discussion or action on items not on the agenda. Matters requiring action will be referred to the appropriate Commission, Board, Committee or staff for consideration or placed on a future Town Council meeting agenda. Please limit your comments to three (3) minutes.

CONSENT CALENDAR

All items on the Consent Calendar may be approved by one motion of the Town Council unless a request is made by a member of the Town Council, public or staff to remove an item for separate discussion and consideration. If you wish to speak on a Consent Calendar item, please seek recognition by the Mayor and do so at this time.

1. **Town Council Minutes** – Adopt minutes of January 19, 2011 regular meeting (Town Clerk Crane Iacopi)
2. **Lyford Drive Parking Improvement Project** – Adopt resolution authorizing Town Manager to execute Cooperation and Funding Agreement with Tiburon Redevelopment Agency for project funding (Town Attorney Danforth)
3. **Automated License Plate Reader Project** – Adopt resolution accepting the work and authorize the filing of the Notice of Completion (Department of Public Works/Police Department)
4. **2312 Spanish Trail** – Adopt resolution granting an appeal of a site plan and architectural review approval for construction of a new, detached, two-family dwelling with a detached two-family dwelling exception and variance for reduced front yard setback – (Planning Manager Watrous)

Assessor Parcel No. 059-201-23
 Owners; William and Joy Norris
 Applicant: Roger Hartley
 Appellants: Jerome Bernal, Shelley Brown, Celia and Ann DeMartini, Robert Harrison, Wallace Quinn, Dennis and Terry Schwakopf, Sue Zimmerman
5. **Housing Funds from Tiburon Redevelopment Agency** – Adopt resolution authorizing Town Manager to execute a Cooperation and Funding Agreement with Tiburon Redevelopment Agency for transfer of housing funds (Town Manager Curran/Town Attorney Danforth)

PUBLIC HEARINGS

1. **Tiburon Tourism Business Improvement District (BID)** – Public Information meeting concerning proposed increase to assessment to lodging establishments within the Tiburon BID (Town Attorney Danforth)
2. **Ned's Way Recreation Facility** – Review and consider for land use and zoning permit approval the site plan and architectural drawings for the Ned's Way Recreation Facility project and adoption of a Mitigated Negative Declaration – (Director of Community Development Anderson)

Assessor Parcel No.: 058-151-27
 Address: 600 Ned's Way
 Owner/Applicant: Town of Tiburon
3. **CVS Pharmacy** – Two appeals of Planning Commission decision to approve a conditional use permit to operate a drug store and pharmacy in a building previously occupied by a grocery store (Planning Manager Watrous)

Assessor Parcel No.: 058-171-88 & 89
 Address: 1599 Tiburon Boulevard
 Appellants : Cres Van Keulen, Neal Toft, Terry Hennessy and Patricia Goss
 Applicant/Appellant: Armstrong Development Properties, Inc.

4. **Repeal of Zoning Ordinance-Based Green Building Regulations** – Introduction and first reading of an ordinance repealing Article IX (Green Building) and related sections of Chapter 16 (Zoning) of the Tiburon Municipal Code; adoption of a resolution rescinding Green Building Standards from the current zoning-based system (Director of Community Development Anderson)

TOWN COUNCIL REPORTS

- Marin Clean Energy Update (Councilmember Collins)

TOWN MANAGER'S REPORT

- Proposed participation in developing a kiosk for downtown
- Requested contribution to Walk Your History event

WEEKLY DIGESTS

- Town Council Weekly Digest – January 21, 2011
- Town Council Weekly Digest – January 28, 2011
- Town Council Weekly Digest – February 4, 2011
- Town Council Weekly Digest – February 11, 2011

ADJOURNMENT - to a meeting of the Tiburon Redevelopment Agency

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TIBURON REDEVELOPMENT AGENCY AGENDA

CALL TO ORDER AND ROLL CALL

Boardmember Collins, Boardmember Fredericks, Boardmember O'Donnell, Vice Chair Fraser, Chair Slavitz

ORAL COMMUNICATIONS

BUSINESS MEETING

1. **Adoption of Minutes** – Adopt minutes of June 16, 2010 meeting (Board Clerk Crane Iacopi)
2. **Lyford Drive Parking Improvement**– Adopt resolution authorizing Executive Director to execute Cooperation and Funding Agreement with Town of Tiburon for project funding (Agency Counsel Danforth)
3. **Redevelopment Agency Housing Funds** – Adopt resolution authorizing Executive Director to execute Cooperation and Funding Agreement with Town of Tiburon for transfer of housing funds (Executive Director Curran/Agency Counsel Danforth)

ADJOURNMENT

GENERAL PUBLIC INFORMATION

ASSISTANCE FOR PEOPLE WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (415) 435-7377. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

AVAILABILITY OF INFORMATION

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Belvedere-Tiburon Library located adjacent to Town Hall. Agendas and minutes are posted on the Town's website, www.ci.tiburon.ca.us.

Upon request, the Town will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 5 days before the meeting. Requests should be sent to the Office of the Town Clerk at the above address.

PUBLIC HEARINGS

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge any proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing(s) described later in this agenda, or in written correspondence delivered to the Town Council at, or prior to, the Public Hearing(s).

TIMING OF ITEMS ON AGENDA

While the Town Council attempts to hear all items in order as stated on the agenda, it reserves the right to take items out of order. No set times are assigned to items appearing on the Town Council agenda.



TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
February 16, 2011
Agenda Item: **CC-3**

STAFF REPORT

To: Mayor and Members of the Town Council

**From: Department of Public Works
Police Department**

**Subject: Recommendation to Accept the Automated License Plate Reader
Installation Project and Authorize the Filing of the Notice of
Completion for the Work**

Reviewed By:

BACKGROUND

On November 18, 2009, the Council authorized staff to advertise and seek bids for the construction of the Tiburon License Plate Reader Installation Project. The project was posted and advertised as required by the State of California's Public Contract Code.

The contract was awarded to Republic ITS on June 9, 2010 in the amount of \$35,450. Work consisted of the installation of communication and electrical conduits and poles, Police Department furnished cameras, and appurtenant work.

The work was substantially completed on December 17th, 2010. The completed work included two change orders for unforeseen items of work in the total amount of \$1,605. Based on the work performed, material installed, and total change orders, the final construction project cost was \$37,055. The total project cost is approximately \$155,000, consisting of camera and computer equipment, consultant support and construction.

Funding for the overall project was provided for by various sources including the Town, ABAG grants, the City of Belvedere, and Marin County Sheriff's department. The City of Belvedere has already submitted their contribution towards the project.

RECOMMENDATION

Staff recommends that the Town Council:

Move to adopt a resolution accepting this project as complete and authorizing the Director of Public Works / Town Engineer to execute the Notice of Completion on behalf of the Town Council, and upon completion of the 35 day period, release the retention funds to the contractor.

Exhibits: Resolution Accepting the Tiburon License Plate Reader Installation Project and Authorizing the Filing of the Notice of Completion for the Work.

Prepared By: Nicholas T. Nguyen, Director of Public Works/Town Engineer

RESOLUTION NO. 05-2011

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TIBURON
ACCEPTING THE TIBURON LICENSE PLATE READER INSTALLATION
PROJECT, AND AUTHORIZING THE FILING OF THE
NOTICE OF COMPLETION FOR THE WORK**

WHEREAS, The Town Council budgeted funds in Fiscal Year 2010-2011 to complete the project;

WHEREAS, Republic ITS, Inc. was awarded the contract on June 9, 2010 to perform the work;

WHEREAS, The construction of the project was substantially completed on December 17, 2010; and

WHEREAS, The final construction cost, including payment of total quantities installed was \$37,055.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Tiburon as follows:

Section 1. The Town Council does hereby accept the construction of the Tiburon License Plate Reader Installation Project as complete by Republic ITS, Inc.

Section 2. The Town Council authorizes the Director of Public Works / Town Engineer to execute the Notice of Completion and the Town Clerk to record the Notice of Completion.

Section 3. The Town Council authorizes the Director of Public Works / Town Engineer to release the retention payment 35 days after the recordation date of the Notice of Completion, pending release of any stop notices or Town claims.

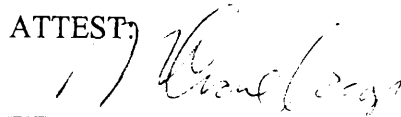
PASSED AND ADOPTED at a regular meeting of the Town Council on the 16th day of February, 2011, by the following vote, to wit:

AYES:	COUNCILMEMBERS:	Collins, Fraser, Fredericks, O'Donnell, Slavitz
NOES:	COUNCILMEMBERS:	None
ABSENT:	COUNCILMEMBERS:	None



JEFF SLAVITZ, MAYOR
TOWN OF TIBURON

ATTEST:



DIANE CRANE IACOPI, TOWN CLERK

3
7266
20
RECORDING REQUESTED BY:

When recorded mail to:

Town of Tiburon
Diane Crane Iacopi, Town Clerk
1505 Tiburon Blvd
Tiburon, CA 94920



2011-0011637

Recorded
Official Records
County of
Marin
RICHARD N. BENSON
Assessor-Recorder
County Clerk

REC FEE

0.00

02:07PM 24-Feb-2011 Page 1 of 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Town of Tiburon
NOTICE OF COMPLETION OF IMPROVEMENT**

TO ALL PERSONS WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN for and on behalf of the Town of Tiburon, County of Marin, State of California, that there has been a cessation of labor upon the work or improvement and that said work or improvement was completed upon the **17th day of December, 2010**, and accepted the **16th day of February, 2011**; that the name, address and nature of the title of the party giving this notice is as follows: The Town of Tiburon, a municipal corporation, in the County of Marin, State of California, within the boundaries of which said work or improvement was made upon land owned by said Town and/or over which said Town has an easement; that said work or improvement is described as follows:

Tiburon License Plate Reader Installation Project

and reference is hereby made for a further description thereof to the contract approved for said work or improvements now on file in the office of the Town Clerk of said Town, and said contract is hereby incorporated herein by reference thereto; and that the name of the Contractor who contracted to perform said work and make such improvement is

Republic ITS, Inc.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Tiburon, California, on FEBRUARY 17, 2011.

TOWN OF TIBURON
A Municipal Corporation

By:


Nicholas T. Nguyen, P.E.
Director of Public Works / Town Engineer

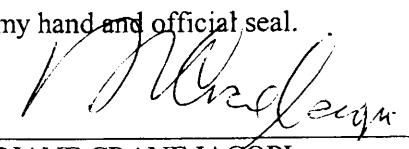
STATE OF CALIFORNIA
COUNTY OF MARIN

On this 17th day of February, 2011, before me, DIANE CRANE IACOPI, Notary Public, personally appeared Nicholas T. Nguyen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person (s) whose name (s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity (~~ies~~), and that by his/~~her/their~~ signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

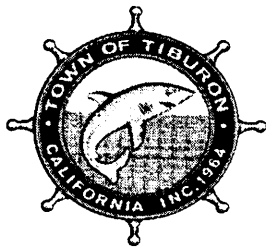
WITNESS my hand and official seal.

Signature



DIANE CRANE IACOPI





TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

MEMORANDUM

Date: February 21, 2011
To: Mayor and Town Council
From: Peggy Curran, Town Manager
Subject: Summary of February 8, 2011 Council-Staff Retreat

On the afternoon of February 8, 2011, the Town Council and ten members of staff met for a retreat at The Lodge in Tiburon to review progress on current objectives, discuss the state of the Town's budget and provide direction for the upcoming fiscal year. A summary of the retreat follows.

Introduction

Mayor Slavitz kicked off the afternoon with introductory remarks and a review of the agenda, and encouraged all present to speak up and join in the conversation. He then turned the floor over to the Town Manager Curran. She said the staff was looking forward to the retreat as a great opportunity for everyone to talk informally about upcoming objectives and priorities.

Review of Progress on Current FY Objectives

Manager Curran and staff went through a brief update of current projects (attached).

Mid-Year Budget Review

Administrative Services Director Bigall led a review of the mid-year budget. She presented charts for revenues and expenditures illustrating trends for both. Her analysis indicates that the Town budget was on track for this fiscal year, but that anticipated increases in expenditures, particularly for CalPERS, would make balancing next year's budget a challenge. Bigall stated that she and Town Manager Curran are working with the Council budget committee and will bring a balanced budget forward in late spring.

Understanding Reserves

Administrative Services Director Bigall distributed a spreadsheet depicting an alternative way of categorizing the Town's reserves than the one found in the adopted budget. The goal of the alternate approach, which she reported was developed in consultation with the Ad Hoc Budget Committee (Councilmember Fredericks and Vice Mayor Fraser), is to identify the 25% "rainy day" reserve in its own line, to separate "policy-restricted" reserves from "discretionary set-asides", and to identify any remaining funds or the "unallocated balance". The goal of the spreadsheet was to more clearly identify the nature of various reserves to make the document a

more useful tool for the Town Council's decision-making on possible capital projects. Council agreed that the revised spreadsheet was a "good reworking".

Creating a Vibrant Downtown

Town Manager Curran summarized the work of the Ad Hoc Downtown Committee (Vice Mayor Fraser and Councilmember Collins), noting they had conducted a series of individual interviews with business and property owners, would be having a business community meeting shortly and planned a community wide meeting to discuss the downtown after that. The Downtown Committee members further described the process and its intended outcome of short, medium and long-term plans of action to create a more vibrant downtown and successful business climate. Vice Mayor Fraser also spoke about the upcoming America's Cup event (scheduled for 2013) and planning efforts to make the most of this opportunity for the Town.

As part of the process to improve the downtown and in expectation of the America's Cup event, Manager Curran commented on the need for improved way-finding signage on the peninsula. She said this was likely to show up as a project in next year's capital budget.

Aesthetic Improvements Along Tiburon Boulevard

The Lyford Parking Project was summarized by Public Works Director Nick Nguyen; it will return to Council in the next several months for a decision on whether to proceed, and if so with the full double aisle of parking or a single row.

Councilmember O'Donnell raised two ideas for possible future funding. The first was undergrounding of utilities along Tiburon Boulevard near Blackie's Pasture. PW Director Nguyen showed photographs of the area. Council made no determination to pursue that effort at this time.

Councilmember O'Donnell also recommended overhauling the concrete medians along Tiburon Boulevard from Strawberry/Bay Vista to Cecilia Drive. PW Director Nguyen reported it would cost approximately \$300,000 to remove the concrete and plant the medians, which are located in the unincorporated County and controlled by Caltrans. After some discussion, Council concluded that the Town should investigate collaborating with private parties and the City of Belvedere to fundraise for these improvements. The Council expressed interest in considering a modest contribution to assist this process or perhaps provide matching or seed money, especially if Belvedere would do the same. Staff said it would pursue this concept and report back to the Council.

Town Manager Curran showed a mock-up of a simple "special event" sign for Blackie's Pasture, noting that replacement of the existing dilapidated sign was funded in this year's budget. Council concurred with the change. Manager Curran said it was possible that another change would be necessary in the future if a new sign concept was developed and adopted as part of a "way-finding" signage process, but that given the uncertainty of timing with that process, it was important to proceed to improve the Blackie's sign now. Council concurred.

Technology Issues

Information Technology Coordinator Chad Monterichard took the Council through a presentation of planned improvements to the Town's website and led a discussion of the use of social media (notably Facebook and Twitter) by the Town. The conclusion was enthusiasm for the website overhaul and a wait-and-see cautionary approach regarding the use of social media at this time.

Council noted the opportunity to use those technologies would be present in the future and that we should not leap into anything now given the legal ambiguities, concern about the staff time they would take and the lack of need given other communication tools at our disposal. Audio and video streaming or archiving of Town Council meetings was discussed, and there was general consensus that audio archives should be a feature of the new website, and that topics should be “bookmarked” for ease of use. There was no direction to pursue video of meetings at this time.

Detachment of Second Units on R-2 Lots

This item was placed on the agenda as a result of the recent Design Review Board appeal. Community Development Director Anderson inquired whether the Council wished to see any changes regarding the process by which the Town may allow second units to be detached in some instances. Director Anderson and Planning Manager Watrous remarked that the recent appeal of this topic set the bar very high with regard to meeting the existing criteria. When coupled with the infrequency of requests for detached second units, they opined that the Town was unlikely to experience problems in the near future. However, Anderson suggested that Staff would look at tightening the criteria for approval as part of the upcoming Zoning Ordinance clean-up amendments. The Council concurred that this seemed a reasonable approach.

Plastic Bag Ban

Planning Manager Watrous brought the group up to date regarding the County’s recently passed ordinance requiring grocery and pharmacy establishments to eliminate plastic bags and charge a minimum of five cents each for paper bags. Town Attorney Danforth pointed out that the legal issues were far from settled regarding CEQA compliance. Council discussed whether we should be talking to our few grocery outlets about voluntary plastic bag bans. Other options included joining other Marin municipalities in a joint EIR or going the way of Fairfax with a voter initiative, an approach which is exempt from CEQA. Councilmember Fraser said he would approach Don Santa, the owner of the incoming Woodlands Market, regarding the voluntary compliance path.

Solar Permit Fees

Community Development Director Anderson asked the Council if they wished staff to bring forward revisions to the Town’s permit fees for solar system installations. Currently systems that are installed with no more than eight inches of tilt from the roof receive very significant fee reductions of building permit fees. This 8-inch rule is not workable on flat-roofed commercial buildings, and Anderson suggested the possibility of amending the policy to allow for 18 inches of roof clearance for solar panels on flat-roofed commercial buildings, most of which have roof parapet walls that would screen the panel assembly from ground-level views. Council opined that more latitude in this regard might be good policy and directed staff to return with options for their consideration.

McKegney Green/ Blackie’s Pasture

This item was not heard due to a lack of time.

Community Block Party

Town Manager Curran inquired whether the Council wished to have staff pursue the idea of a community “block party” on October 1 at McKegney Green. Council expressed support for a simple, largely unstructured event, but asked staff to gauge community interest by checking with Homeowners Associations and report back.

Other Projects or Issues

Community Development Director Anderson recommended that, in light of the difficult economy, staff be directed to develop and return to Council with an ordinance that would grant a one-year time extension for approved, unexpired design review permits. Council directed Staff to begin processing such an ordinance.

Chief of Police Cronin gave a brief update on the status of crime in Town; he had a largely positive report that crime had decreased, possibly due to a deterrent factor of the security cameras at the entrances to Town.

Report on Regional Authorities

There was insufficient time for the Council to report on their respective committee assignments. Mayor Slavitz asked that the reports be placed on a future Town Council agenda.

Council Comments

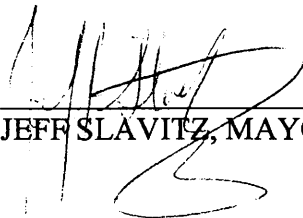
In concluding the meeting, Council generously expressed its support for the staff and the level of service they provide to the community. Mayor Slavitz said everyone was doing a great job, and that is what makes Tiburon a great place to live and work. Councilmember Fredericks said she is always at risk of taking staff for granted because we do our jobs well. The Mayor concluded by thanking the whole staff for their work.

Councilmember Collins suggested that it may be appropriate to include the Building Official in next year's retreat.

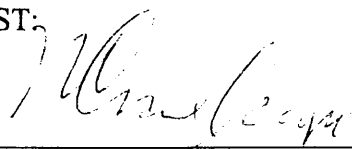
Staff thanked the Council for its support and leadership. The Town Manager expressed gratitude for the Town Council creating the context for the organization to thrive.

Adjournment

The meeting adjourned at 5:30 p.m. to dinner.


JEFF SLAVITZ, MAYOR

ATTEST:



DIANE CRANE IACOPI, TOWN CLERK

Town of Tiburon
Project Status
February 8, 2011

Project completed since last retreat:

- Failed Streets eliminated (except Del Mar – to be done after undergrounding)
- Resolved Del Mar litigation, ballot approval of new district
- Ned's Way concept, preliminary approvals, agreement with Belvedere
- Pension reform re payment of employee contribution
- Camera installation
- ~~Zoning ordinance update~~
- Safe Routes to School improvements
- Paths, Lanes and Steps projects on Cayford, Raccoon and Jefferson
- Adopted Open Space Management Plan
- Major RR Marsh maintenance
- Permit Soft planning and building permit software fully operational
- Grant for, and design of, Lyford Parking project
- Design Review Board training

Projects well underway:

- Del Mar Undergrounding
- Ned's Way Project Design and Bid Package
- Housing Element Revisions
- Smoking Ordinance Revisions
- Recreation Master Plan
- Angel Island Fire Protection
- Mill Valley Refuse Contract Negotiation
- Blackie's Pasture Restrooms



TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
February 1, 2012
Agenda Item: CC-3

STAFF REPORT

To: Mayor and Members of the Town Council
From: Office of the Town Manager
Subject: Annual Report on Automated License Plate Reader System (ALPRS)
Reviewed By: 

BACKGROUND

License plate camera installed by the Town on Tiburon Boulevard and Paradise Drive have now been up and functioning for a little over one year. The Town Council adopted policy sets forth proper use of the cameras and calls for an annual report on the cameras to ensure the policy is working as intended.

Chief Michael Cronin has prepared the first annual report, which is attached. It concludes that the ALPRS system is functioning well and assisting law enforcement in both Tiburon and Belvedere in their duties without compromising privacy. It has become an important tool to help safeguard our residents and private property on the peninsula.

RECOMMENDATION

Staff recommends that the Town Council accept the attached annual ALPRS report.

Exhibits: Annual ALPRS Report dated January 26, 2012

Prepared By: Peggy Curran, Town Manager



TIBURON POLICE DEPARTMENT
1155 Tiburon Boulevard
Tiburon, CA 94920

MEMORANDUM

Date: **January 26, 2012**

To: **Peggy Curran, Town Manager**

From: **Michael J. Cronin, Chief of Police**

Subject: **Annual report on the Automated License Plate Reader System**

Tiburon Police Department policy 378 governs use of the Automated License Plate Reader System (ALPRS). The policy requires the Chief of Police to prepare an annual report for submission to the Town Manager. The report is to include an inventory of system equipment, annual system costs and a summary of policy violations or a statement of compliance.

SYSTEM COSTS:

The annual cost of operation for the system for 2011 was \$10,398.40. Costs were divided between one time costs of \$5265.40 and recurring costs of \$5133.00 for monthly use fees for data transmission. Non recurring costs include hours of labor performed by Tiburon Information Services Technician at the fully burdened rate.

SYSTEM USE:

There were 27 inquiries made in the system in 2011. They resulted in identification of suspects in eleven separate cases and the recovery of four stolen vehicles. All inquiries were made in accordance with the policy. No violations of the policy were detected.

SYSTEM INVENTORY: See Attachment

ANALYSIS:

Overall, the system is functioning as expected. It is difficult to assess its impact on our crime rate but it is interesting to note that since we began consideration of an ALPRS system our part one crime has declined 34%. One of the crimes we specifically targeted was larceny, which declined from 128 in 2008 to 78 in 2011. While it is impossible to say with certainty that the ALPRS system was solely responsible I believe it is fair to assume it had an impact. The publicity that attended system acquisition may have played a greater deterrent role than we anticipated.

ALPRS INVENTORY
01/04/2012

Description	Unit	Unit Cost (\$)	Qty	Gross Cost (\$)
Standard Camera & associated hardware	EA	11,108	6	66,648
Modem & Antenna	EA	3,000	3	9,000
Software License	EA	8,000	1	8,000
Server	EA	3000	1	3,000
Backup memory	EA	428	6	2,568
Termination Cabinet w/power supply	EA	875	3	2,625
Subtotal				\$91,841
Pole & Foundation	EA	3,000	1	9,000
Power Service Cabinet	EA	3,000	3	9,000
Pull Box	EA	550	6	3,300
Subtotal				\$21,300
Total				\$113,141

TOWN COUNCIL MINUTES

CALL TO ORDER

Mayor Fraser called the regular meeting of the Tiburon Town Council to order at 7:30 p.m. on Wednesday, February 1, 2012, in Town Council Chambers, 1505 Tiburon Boulevard, Tiburon, California.

ROLL CALL

PRESENT: COUNCILMEMBERS: Collins, Fraser, Fredericks, O'Donnell
ABSENT: COUNCILMEMBERS: Doyle

PRESENT: EX OFFICIO: Town Manager Curran, Town Attorney Danforth,
Director of Administrative Services Bigall, Director
of Community Development Anderson, Director of
Public Works/Town Engineer Nguyen, Police Chief
Cronin, Planning Manager Watrous, Town Clerk
Crane Iacopi

Prior to the regular meeting, at 7:15 p.m., the Council interviewed a candidate for a vacancy on the Heritage & Arts Commission, as follows:

INTERVIEWS FOR TOWN BOARDS, COMMISSIONS & COMMITTEES

Two vacancies – Heritage & Arts Commission

- Daniel Amir, 22 Juno Road

CLOSED SESSION ANNOUNCEMENT, IF ANY

There was no closed session.

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

1. **Town Council Minutes** – Adopt minutes of January 18, 2012 meeting (Town Clerk Crane Iacopi)
2. **Library Streamlining Ordinance** – 2nd reading and adoption of an ordinance establishing a streamlined review procedure and exemption from the Zoning Ordinance for the

Belvedere-Tiburon Public Library Expansion Project located at 1501 and 1505 Tiburon Boulevard; AP Nos. 058-171-92, 93, 94 and 058-171-62 (Director of Community Development Anderson)

3. **Tiburon Boulevard/Paradise Drive Security Cameras** – Adopt annual operations report (Chief of Police Cronin)
4. **Marin Energy Authority Grant Support** – Adopt resolution in support of Marin Energy Authority (MEA) grant application for start-up funding for Property Assessed Clean Energy (PACE) program (Town Manager Curran)

MOTION: To adopt Consent Calendar Item Nos. 1 through, as written.
Moved: Collins, seconded by Fredericks
Vote: AYES: Unanimous
ABSENT: Doyle

ACTION ITEMS

1. **Appointments to Boards, Commissions & Committees** – Consider appointment to fill one vacancy on Heritage & Arts Commission (Town Clerk Crane Iacopi)

Item continued without discussion.

PUBLIC HEARINGS

Mayor Fraser took Public Hearing Item Nos. 1 and 2 out of order, with the Housing Element being heard first.

2. **Housing Element Update** – Review and consider adoption of a revised Housing Element of the General Plan and an Accompanying Negative Declaration (Director of Community Development Anderson)

Director Anderson gave the report. He said that the Town has been working toward this latest housing element update since 2009, that the Town Council had reviewed a preliminary draft element last year, and that the Town had received preliminary certification from the State Department of Housing and Community Development (HCD) for its latest update of the Tiburon General Plan Housing Element in October. The Director said that HCD's comments focused on affordable housing sites and removal of governmental restraints, as well as provision of incentives to develop housing. He said that HCD had 90 days to certify the document once adopted, but that he expected approval sooner than that. Anderson also noted that the next housing element update adoption deadline would be probably be less than three years away.

Anderson said that the Planning Commission held a public hearing on the document last month and had recommended adoption to the Town Council. He said the Town Council must also hold

a public hearing prior to final adoption of the updated Housing Element. He recommended that the Town Council hear any public testimony, make any desired changes, and adopt the Resolution adopting the updated Housing Element.

Mayor Fraser opened the floor to Council questions.

Councilmember Fredericks said the report referred to the splitting of RHNA number 75/25 between the County and cities; she said there had been discussion of a 50/50 split and wondered if this information should be included in the report. Anderson said this altered formula might apply to the next housing element cycle but not to the current one under consideration this evening. Fredericks also questioned a reference to population growth on page 13, and wondered if the methodology to compute population based on the rate of births minus deaths might be accurate. Anderson said he would review and clarify that paragraph.

Vice Mayor O'Donnell wondered why the element had to be re-done so frequently. Director Anderson said that the State had very stringent requirements and that regulations were detailed and lengthy. He said that the review cycle was typically five years and that after 2014, he believed it would become eight years provided that a community adopted its element on time; otherwise the five year cycle would continue. In sum, he stated that the Town currently had no discretion or control over the review cycle or frequency of state-mandated updates.

The Vice Mayor asked if it was possible to re-use some of the data or whether the Town had to "start from scratch" to prepare its housing element. Director Anderson said that the Town did indeed re-use sections of its housing element during subsequent updates.

Councilmember Collins asked whether the language concerning the Town's Redevelopment Agency should be updated to reflect the winding down of the agency. Director Anderson said he believed it had been updated but said he would double-check it and correct it if necessary.

Collins also asked about the description on page 48 of the estimated number of housing units within the town needing rehabilitation. Director Anderson said that this information was obtained from building inspectors and was primarily anecdotal.

Councilmember Fredericks said that the last housing element update was well done. She said that this element could have been written more clearly. She said that the information pertaining to SB 375 could use more clarification and should be less cursory.

Mayor Fraser referenced page 66, revised Exhibit 2, to ask whether there was a conflict in the potential use of the Reed School site for affordable housing. Anderson replied that if the site appears to be unavailable in the near term going forward, that the Town would have to find a replacement site or sites by the time of the next housing element update. It was noted that unexpected student enrollment increases are a primary factor in the site perhaps not being available in the near future.

Councilmember Fredericks asked if the RHNA numbers would place a greater burden on the Town to identify affordable housing sites. She noted that the Sustainable Communities Strategy (SCS) had changed these numbers for some communities. Anderson said that the Town's regional housing numbers would most likely not change substantially for the next housing element cycle.

Mayor Fraser opened the public hearing. There was no public comment. Mayor Fraser closed the public hearing.

MOTION: To adopt resolution, as written.
Moved: Fredericks, seconded by O'Donnell
Vote: AYES: Unanimous
ABSENT: Doyle

1. **Trestle Glen Circle Precise Development Plan (PDP)** –Review and consider adoption of Mitigated Negative Declaration for a Precise Development Plan for three, single-family residential lots on a 14.46 acre site on the south side of Trestle Glen Blvd between Tiburon Boulevard and the upper intersection of Juno Road, AP No. 039-061-91 (Planning Manager Watrous)

Planning Manager Watrous summarized the written staff report which detailed the history of the project, the hearings before the Planning Commission, and the steps taken by the applicant to address the issues and concerns raised by the Planning Commission and the public.

Mayor Fraser opened the public hearing to a presentation by the applicant.

Applicant ("project sponsor") Art Giovarra made a brief presentation. He thanked the Town staff for its thoughtful work on the project over four and a half years. Mr. Giovarra said "we've made many changes to the project" after listening to the neighbors and the Planning Division staff which resulted in a project he felt was one of the better proposals to come before the Council.

Scott Hochstrasser, environmental consultant and project manager, also noted that when the project first was under consideration in 2008, it was a four-unit plan which was subsequently withdrawn and resubmitted as a three-lot project after a series of public workshops with the neighborhood. At the recommendation of Town staff, Hochstrasser said that a Master Plan concept was developed with five key points: 1) A 3-lot project; 2) no homes at the top of the property or on the ridgeline; 3) no access from Silverado Drive and access from the creation of a intersection at Juno Road at Trestle Glen; with 4) lots to range in the approximate four-acre size; and 5) reduced house size and more overall open space.

Hochstrasser elaborated that the plan now contained 67% open space which far exceeded the Town's guidelines. He said that when the plan was presented to the Planning Commission, the environmental impact analysis was shown to have avoided significant impacts and/or to have

been mitigated. Overall, Hochstrasser said it was demonstrated to be an environmentally superior project. Hochstrasser said that there was a question raised about neighborhood compatibility but that it was difficult to assess which surrounding neighborhood was being impacted in this regard. He said that in his presentation, architect Miles Berger would show how the house sizes and floor areas were compatible with adjacent properties.

Hochstrasser said that while each lot met the Town's standards, they had been further modified at the Planning Commission's request. He also said that the Planning Commission had not favored the "estate uses" (tennis court, separate studio, etc.) shown in Lot 3, even though the lot size would support them. He said that Lot 1 had reduced its residential use to 1.8 acres. He said the house on Lot 3 had been moved and reduced in size after the Planning Commission had asked for a reduction of mass in response to a neighborhood concern about the impacts of viewing a large house in that location.

In commenting about the view impact, Hochstrasser noted that the closest neighbor in Belveron was 200 feet away and that there was a drop in elevation of 70 feet in the view. Hochstrasser said that the applicant offered to remove the tennis court and studio but the Planning Commission went even further and asked for a reduction of the Residential Use Area (RUA). He said that the applicant had reduced the RUA in Lot 3 but that rather than increasing non-contiguous open space on the lot, the applicant now proposed an increase in the landscape buffer to 45 feet. He said there was also a 10-foot dedicated area for a [future] bikeway and a 20-foot landscape buffer in the previous plan.

Finally, Hochstrasser responded to comments submitted in a "late mail" letter from Randy Greenberg by stating: 1) the house sizes have been reduced; 2) excess grading and hydrologic impacts had been addressed and mitigated; 3) the off-site watershed problem is addressed in condition No. 3 of the Town's draft resolution; 4) requiring that retaining walls be made of stone might not make sense since the walls were located behind the homes reducing their visibility from afar; 5) fencing would replace existing fencing to keep deer out; 6) the estimated 30,000 cubic feet of dirt being moved would not be removed from the site; and 7) native plantings could be incorporated into the landscape plan; 8) hydro-seeding was standard practice. He said that Ms. Greenberg's concerns could all be addressed through the conditions of approval set forth in the resolution.

Councilmember Fredericks asked if the vertical height of the house on Lot 3 was the same as before. Berger said that it was, however, the house had been lowered and stepped back into the hillside. Berger also noted that the requested increase in the landscape buffer from 20 to 45 feet had been made at the recommendation of Town staff.

Architect Berger reviewed photo simulations submitted to the Council. He showed how the applicant had tried to move the homes out of the view corridors visible from anyone exiting off Juno Road and to preserve the sense of open space on the hill. He noted that the views toward the proposed homes would have far less impact than looking up at the homes on Turtle Rock Court. Berger noted that the homes had been placed farther down the hill so as not to impact the

beautiful Bay trees uphill and to not disturb the views of the secondary ridgeline. He said the result was the preservation of the overall "green" of the existing hill.

Berger said that the plans for a 234-foot "tip-to-tip" house on Lot 3 would have had too much prominence on the hill, according to the Planning Commission, so the applicant had "chopped down" the length. He passed out a photo simulation of the new version which was now 136 feet (a 42% reduction). Berger described how the house would be pushed back and dug into the hill with only the top floor coming above grade. He said the Planning Commission had asked this to be in the guidelines that went to the Design Review Board and also to give comfort to the neighbors. He said that 134 feet would be the benchmark for the home that would eventually be designed.

Architect Berger said that the Tiburon Court project had set the goal and model for the Trestle Glen Circle project in terms of square footage and house size. He said that Trestle Glen would be slightly less square footage in total and that in order to be consistent [with Tiburon Court], they had used the same approximate floor areas. Berger said that the Planning Commission had also asked for darker colors of the future homes. Finally, in response to a question about whether the house on Lot 3 could be moved [to the west], architect Berger said that the Design Review Board could decide the precise location during its review. He noted that moving the home would create an impact on the neighbors to the west that would no doubt have to be considered at that time.

Councilmember Collins asked about the retaining walls; Berger said that the majority would be located behind the homes. He asked how high the driveway was above grade up to Lot 3. Mr. Hochstrasser said that it was 3½ to four feet. Berger noted that the landscape plan had lots of trees and shrubs that would shield these structures from view.

Councilmember Collins asked if there was enough room on Lot 3 to move the house to the west. Mr. Berger said that yes, there was a "fudge factor," but he suggested that the right time to review this was during the Design Review process.

Councilmember Collins asked if there were any problems with incorporating native plants into the landscape plan and whether the more prominent walls could be made of stone or stone façade. Mr. Berger noted that the walls would eventually be covered by plants so that expensive stone walls might not be necessary.

Collins asked about the proposed fencing along Trestle Glen Boulevard. Berger said that fencing would be "extremely modest" and "not estate-like". He said that it was only important to control wildlife. He described it as "utilitarian" and a "deer fence".

Planning Manager Watrous said there were larger walls (up to 12 feet tall) between Lots 2 and 3. He said that was the only place in the project that the visible walls would be taller than six feet. Mr. Berger added that the retaining walls played an important role in keeping the amount of necessary grading to a minimum.

Councilmember Fredericks asked whether it would be possible to step back the walls. She also asked if there was room on Lot 3 for a swimming pool and cabana. Berger said that there was. Fredericks noted that State law said that a secondary dwelling was allowed on a property up to 500 square feet. Planning Manager Watrous said that this square footage would have to count toward the total floor area allowed for each lot.

Vice Mayor O'Donnell asked whether the studio was now out of the plans. Berger said that it was. O'Donnell asked if the house could be shifted over more to that side of the lot. Berger said that it could but that it could not be "stretched" out because the Planning Commission had approved the 134-foot length as a maximum.

O'Donnell asked about the shed described in the plans and the vineyard below (Lot 3). Architect Berger said that there was enough acreage that it could be used as a vineyard or orchard and that there could be a storage shed or basement that could house agricultural equipment. At present, he said it was shown on the plans as below-ground basement space, a storage area that could be accessed through the garage.

Vice Mayor O'Donnell asked whether the home designs were conceptual or styles that "we are married to." Berger said no, that the concepts were guidelines to show height and home configuration on the property. He noted that the recommended "darker hue" was merely to be used as a guideline for DRB review.

Mayor Fraser asked whether the location of the "accessory buildings" on Lot 3 was fixed. Planning Manager Watrous said no, but that they would have to remain within the RUA; he added that some structures, like fencing, would also be allowed in the secondary RUA. Planning Manager Watrous also pointed out that pools, spas, gazebos, arbors, patios, decks, water features, and the like would be allowed in the RUA under Town guidelines, subject to DRB approval.

Mayor Fraser said that condition No. 9 of the draft resolution contained a fairly specific statement regarding house design. Berger said this was because the Planning Commission was concerned with mass and articulation of the home designs.

Councilmember Fredericks asked about parking. Mr. Berger said that each house in the project would have guest parking and apron space. Fredericks asked if there would be any parking other than on private property. Berger said no, parking was on the property.

Fredericks asked where contractors would park. Mr. Hochstrasser said that all the staging for the project could happen on site. Fredericks asked if this meant during all phases of construction, road grading, etc. Mr. Hochstrasser said that the site could accommodate it.

Mayor Fraser opened the hearing to public comment.

Daniel Amir, representing the Belveron East neighborhood, said that there were three main concerns: size, privacy and traffic, which he and two other speakers would address.

Mr. Amir said that the main issue with size was the lack of compatibility with homes in Belveron East, especially the one proposed for Lot 3. He said that the Town's General Plan policies LU-5 and L-12 addressed this issue. He said that there were positive outcomes from the Planning Commission hearings. However, Amir said that the neighbors would like the house on Lot 3 to be more like the houses on Lots 1 and 2 and like the houses in the already-approved Tiburon Court project (4,300 square feet). He also said the neighbors were opposed to tennis courts on any of the properties.

Mr. Amir said that this was the first time the neighbors were seeing the revised plans, submitted by the applicant at the meeting. He said that 136 feet was too long for a home [on Lot 3] and that it would look too large. However, he said the neighbors had hoped for it to "tucked in" so he recognized this as a positive step by the applicant. Amir also asked that the guest house be eliminated and that the house on Lot 3 be moved to the west. He said this was because the way the road curved up it would look less obtrusive to Belveron.

Mr. Amir said that the house on Lot 2 would have significant impact on privacy and views and asked that it be "tucked in" as well. He said that the neighbors were not "against" the owner of the property but asked the Council to limit the house size and lessen the impact to the neighborhood.

Karen Halsey said she was one of the neighbors most impacted by Lot 3. She said that the hill is very close and that Lot 3 would look into her backyard. She said that the Juno Road neighbors wanted to maintain their privacy and wondered if the roadway in the new development that ran parallel to Trestle Glen Boulevard would be hidden. She said that trees take time to grow. She also said that the neighbors enjoyed their sunshine and views during the day, and the dark sky at night. She asked that light pollution be mitigated through size and placement of the homes in the development.

With regard to the vineyard, Ms. Halsey said that this was a residential, non-rural setting and she worried about tractors and the use pesticides. She asked that this "commercial, non-residential use" be removed from the project.

Marti Andrews, President of Belveron East Neighborhood Association, said she spoke for most of the residents when she expressed concerns about traffic impacts from the new development. She said that there no concrete solutions offered to existing problems at the Tiburon Boulevard and Trestle Glen Boulevard intersections, and that it didn't take into account future developments along Paradise Drive.

Ms. Andrews said that turning left onto Trestle Glen from Juno was "scary." She noted that Trestle Glen Boulevard was the only cross-peninsula road and that there were many speeders and accidents. She said that the road carried 5,000 cars a day and that number was increasing all the time. She said the solution was 1) slower traffic on Trestle Glen and 2) to ensure that the Trestle Glen Boulevard and Juno Road intersection was made safe for everyone—cars, bikes and

pedestrians. She also asked for consideration of a four-way stop sign at Juno/Trestle Glen.

Finally, Ms. Andrews said that the neighbors did not want any construction traffic because there were no sidewalks [on Juno Road] and that there were lots of kids in the street. She asked that the Council not approve the project until the traffic issues were decided and resolved.

Mayor Fraser asked if there were additional speakers.

Rod McLeod said that during recent road construction on Trestle Glen Boulevard, Ghilotti had parked heavy equipment in the neighborhood and that the asphalt pavement on the street was breaking down. He said the narrow streets of the neighborhood presented a hazardous condition; he asked that the Council prohibit parking during the project construction.

Mr. McLeod also expressed concerns about a drain field and suggested that drainage from the project would exacerbate the flooding at the end of lower Mercury Avenue that had historically been a problem. He said that the neighborhood got “backwater” during high tide and he worried that if the project used the neighborhood’s drain field, homes would be in jeopardy.

Richard Vasicek said that he and his family spent a lot of time outdoors and that the projects’ sight and noise pollution by day, and light pollution at night, were issues for him. He said that a balance should be struck and that the larger homes on smaller lots like Turtle Rock Court were preferable to estate-size lots in Trestle Glen Circle.

Margaret Peterson, resident since 1954, agreed that traffic was terrible and would get worse; said that the one traffic accident ended up in her back yard. She questioned whether a vineyard could be planted “facing north” and also asked questions about where the entrance to the project would be.

Randy Greenberg said that she had travelled back and forth on Trestle Glen Boulevard for 27 years. She said that traffic impacts were cumulative and that no one project was responsible for them. However, she said that “we’re at the breaking point” and cited an example of backed up traffic at Tiburon Boulevard and having to wait a minimum of three traffic lights to get through during rush hour. She said that the subtle curves and sight lines of Trestle Glen Boulevard exacerbated the problems. She opined that a stop sign would not be the answer.

Greenberg questioned whether the proposed fence would completely front Trestle Glen Boulevard and stated that it should be behind the landscape easement and in the RUA. Ms. Greenberg also questioned the “narrowing” of the 234-foot house and said that if compressed, it would result in a bigger vertical mass.

Greenberg said that she had not seen the newest plans and could not understand what was being proposed. Instead, she recommended that the Council reduce the square footage of the house on Lot 3 to avoid the issue of mass; also require stone facing on the retaining walls because they would be visible from off-site and would look like “shining lights”; she questioned the definition

of basement in the context of storing equipment on Lot 3 and said that basements in the Trestle Glen Circle development were the size of houses in Belveron; she asked for less grading because there were numerous underground waterways on the site and you “don’t know what you’re digging up.”

Dorata Wisner said she was a new resident with two children who were for the first time enjoying seeing the stars at night from their home. She said that the façade of the proposed home [Lot 3] was so big it would “look down on us” with wide, tall windows. She asked whether the house could be turned or moved, or whether a smaller house might be built in that location.

Mayor Fraser asked if the applicant or representatives would like to reply to any of the comments.

Mr. Hochstrasser commented on the extent of the landscaping buffer with its trees, perennials and ground cover which would soften the view of the house on Lot 3. He reiterated that the distances were 200 feet to the closest house in Belveron, and 70 feet below the proposed house on Lot 3.

Hochstrasser objected to the idea of arbitrarily limiting the size of the house on Lot 3, or reducing it below 5,000 square feet. He said that RUAs were not defined in the Town’s General Plan and that the applicant had come forward with this on their own.

With regard to traffic issues, Mr. Hochstrasser said that the project plan met all the requirements but that there might be a way to improve upon the existing problems with increased enforcement. He wondered whether the 5,000 cars a day on Trestle Glen Boulevard might not have a greater impact on the homes along Juno Road than the construction of three new homes.

Hochstrasser said that the proposed deer fencing would be located behind the bicycle access lane in the landscaping plan and would probably be removed eventually if the town builds a bikeway in that location.

Mr. Hochstrasser clarified that the house designs in the photo simulation were conceptual and were meant to show that what the Planning Commission was requesting was “doable”.

Councilmember Collins asked if a knoll needed to be lowered to improve the left turn out of the project onto Trestle Glen Boulevard. Mr. Hochstrasser answered that it was in the design plans.

Councilmember Fredericks asked what Mr. Hochstrasser meant by his statement that the RUA was discretionary. She asked whether a large part of the RUA was not, in fact, useable or buildable. Mr. Hochstrasser said that a tennis court and other structures had been part of the RUA in the previous plans. He clarified that the applicant had taken an approach that seemed to be effective in towns such as Tiburon in which the building envelope was further refined to create an RUA so that the future owner would have open and full use when the lot was developed and also to give clear definition of what could be in the RUA. He said the effect was one of

restricting development of the property and also giving some measure of control.

Councilmember O'Donnell said that the idea of shifting the house on Lot 3 did not seem to follow the idea of clear definition of house locations. Mr. Hochstrasser said that condition No. 9 of the draft resolution locked in the location on the site, and that if it were to be moved, it must be shown that it did not adversely impact another property.

Mr. Berger said that the compatibility comparison to Turtle Rock Court had come up at the Planning Commission hearing. He said that that development contained several houses in excess of 6,000 square feet on lots one-fifth the size of the proposed development. He marveled that the neighbors would find that a desirable comparison. He said that instead, the applicant had made the houses on Lots 1 and 2 smaller and the house on Lot 3 larger to remain in total concert (match the square footage) of the adjoining Tiburon Court development.

Berger disputed Ms. Greenberg's comments about the vertical height and mass of the house on Lot 3. He said that the house was 24 feet tall at its highest point and was not "raised up" as stated by Greenberg. He said that it was "stacked behind and into the hill" rather than creating more mass. He said that the photo simulations had been prepared "to prove to ourselves that we could do it," not to increase the height or decrease the length.

Councilmember Fredericks questioned Berger's statement about the size of the house for Lot 3 and said it was bigger than the square footage stated in the staff report. Mr. Berger said that the square footage in the staff report was correct. Ms. Fredericks commented that even stepped into the hill, the house on Lot 3 might appear massive depending on how close you were to it.

Councilmember Collins asked whether there was enough room on site for staging all the trucks and equipment during construction. Berger suggested that the Town Council could stipulate that in its approvals.

Director of Community Development Anderson said that condition of approval 17 called for a construction management plan and could designate the number of employees, and the like, on site.

Collins asked whether the solar panels could be located behind the house on Lot 3. Mr. Hochstrasser and the applicant's engineer in attendance said that they could be either on the roof or behind the house.

Mayor Fraser closed the public hearing at 9:30 p.m.

Vice Mayor O'Donnell opened the Council deliberations.

O'Donnell said that he had visited the site and had given the project a lot of thought. He said he liked the re-construed project and stated that the applicant had done a much to accommodate the concerns of the neighbors and had followed the direction of the Planning Commission to remove

the tennis court and shorten the house length in Lot 3. He said this was a major achievement and would greatly lessen the impact on the Belveron neighborhood.

The Vice Mayor said that the increased size of the landscape buffer also had benefit in that it would create a noise buffer on both sides and was a tremendous asset in a suburban neighborhood. He said that the approval should ensure that the deer fence was not at the edge of the property and that room was left for a bikeway. He said the fence should be substantially within the RUA or near the side of the home.

Planning Manager Watrous clarified the last point, stating that currently the conditions of approval state that the fence must be located only within the RUA.

O'Donnell said that a condition of approval requiring on-site construction staging was a good idea. He warned against the installation of a stop sign, stating that it might create more of a noise impact than increase safety. However, O'Donnell said that the HOA should continue to work with the Town on addresses the traffic safety issues.

Vice Mayor O'Donnell said that he was not troubled by the home sizes. He said that first of all, it was not fair to compare them with the house sizes in Belveron. Secondly, O'Donnell said that they were appropriately sized for the size of the lots and that the project would maintain the pastoral quality of the site with the dedication of open space.

The Vice Mayor said that he could support the project as revised, however, he asked for some tweaking of the condition No. 9 regarding the conceptual design. He said it would be helpful to add something to the effect of "same articulation of design or roof height" or something that would provide clarification and direction to the DRB.

Councilmember Fredericks said that she understood the issue of neighborhood compatibility. However, she said that taken as a whole, Belveron East was its own unique neighborhood where people talked and interacted with each other, and that it was surrounded by houses that were much larger. But taken as a whole, and looking at an aerial photo, Belveron was a compatible unit. She said that the houses in the new development could never be downsized enough to be invisible and that with the wide, planted landscape buffer, their size could be mitigated. She said the test would be how the whole plan was executed; she suggested that the neighbors remain involved in the DRB process.

Fredericks said that the nature of the lot and its existing landslides would result in a lot of grading. She said that fences and walls should be dark [color] and stepped back. She said she agreed with Vice Mayor O'Donnell to tighten up the language concerning the design concepts.

A question about solar panel placement arose. Planning Manager Watrous said that placement would only be allowed within the RUAs and that the most appropriate place for them would be south-facing. Councilmember Fredericks commented that the orientation of the site would dictate their placement. She noted that the Town's policy on solar panels offered an incentive to place them on the roof rather than on the ground.

Fredericks also said that enforcement was the only hope in the ongoing struggle of speeding cars on Trestle Glen. She said that the increased traffic on narrow or existing roads was a struggle faced by many communities as they were built out.

Councilmember Fredericks said that the vineyard idea raised questions regarding the intensity of use, and she questioned the idea of storing tractors and equipment in a basement.

Planning Manager Watrous noted that the Town did not have restrictions on equipment in residential areas, such as tractors or mowers. He pointed out that it was not a large vineyard and that the Town did not have restrictions on the kinds of plants or landscaping on residential properties. However, he said the Town's basement regulations were very restrictive. He commented that it would be difficult but not impossible to get a tractor in or out of a basement. Fredericks asked if a barn door could be put on the basement. Watrous said that it could not, in the Town's definition of a basement.

Fredericks said that she supported the project with the conditions stated in the resolution, along with her comments and those of the Vice Mayor.

Councilmember Collins thanked the Town staff for four-plus years of work and said he supported the project. He pointed out that it was located right next to a same-size project and was therefore compatible. He said that condition of approval 17 should be modified to require that construction parking for the project should be elsewhere [not in the Belveron neighborhood]; he said that a requirement for planting native plants and grasses should be added to the landscape plan.

Collins asked if the landscaping could be trimmed at the Juno Road/Trestle Glen intersection to lengthen the sight line.

Collins said that language should be added to state that retaining walls should be stepped back if they were more than 3½-feet high and faced something. And that a note should be made to the DRB to remain flexible on the location of the house on Lot 3 to address the impact on neighbors. But Collins said that the house design concept should be left up to whoever builds the house and that flexibility in this area was important, as well. Vice Mayor O'Donnell asked if he supported the idea of articulation [to avoid mass and bulk]. Collins said that he agreed with that concept but not to lock in a particular style, e.g. Spanish-style, Cape Cod, etc.

Mayor Fraser also thanked Town staff, the applicant, and the neighbors for their efforts to better understand the issues of all parties concerned. He said that he, too, supported the project as presented but that he was a fan of "more direction" rather than less. In this regard, he asked that the language of the resolution be tightened to indicate that the homes should "...not to be dramatically different" from what was presented to the Council. Planning Manager Watrous said that language could be crafted to state that the house design [on Lot 3] shall closely resemble articulation of the building in the conceptual design.

Fraser said that the applicant had made a good move to request an increase to the landscape buffer from 20 to 45 feet which would provide privacy to the new homes and shield the neighborhood below. He said that the fence should be behind the landscaping which would be more pleasing to the eye. He also said that direction should be given to the DRB to require down-lighting to avoid light pollution and glare.

Planning Manager Watrous said that condition of approval 9 of the resolution could be modified to allow flexibility of the location of the house on Lot 3 to minimize the impacts on neighboring residents and to carefully review lighting.

With regard to traffic safety, the Mayor asked if the HOA would be willing to work with the Chief of Police and the Traffic Safety Committee to come up with solutions to the problems. He said this might include a slower speed limit on Trestle Glen Boulevard, lights, speed bumps, or signs.

The Mayor agreed that the conditions for construction staging should be strengthened. Director of Community Development Anderson recited a condition of approval from the tentative map of the Tiburon Court project that would be added for this project. With regard to retaining walls, the Director suggested language for an added condition that would address the appearance of “publicly visible walls” and those in excess of 42 inches, which would be subject to design review. Anderson suggested that the walls “shall have the appearance of rock” and be medium to dark, and that walls in excess of six feet might possibly be divided into two lower walls.

Councilmember Collins said that the reference to CCRs in the mitigation measures should be in sync with the language in condition of approval 12 in the resolution.

O'Donnell asked whether a minimum 45-foot landscape buffer as shown on the revised plans was included in the resolution. Staff said that it would be.

MOTION: To adopt resolution as amended in Council discussion.

Moved: O'Donnell, seconded by Collins

Vote: AYES: Unanimous

ABSENT: Doyle

TOWN COUNCIL REPORTS

Vice Mayor O'Donnell said that he would attend a meeting with Supervisor Sears and representatives of BCDC to discuss a mooring plan in Richardson Bay.

TOWN MANAGER'S REPORT

None.

WEEKLY DIGESTS

- Town Council Weekly Digests – January 20 , 2012
- Town Council Weekly Digest – January 27, 2012

At 10:07 p.m., Allan Bortel asked to address the Council on the Housing Element item. (He came to the meeting not realizing that the item would be been taken out of order on the agenda.)

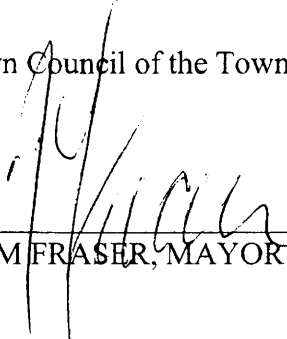
Mayor Fraser invited him to address the Council.

Mr. Bortel said he hoped that the 2010 census data had been included in the report. He also referenced the mention of the property located above Reed School for possible future housing uses. He said that he would like to be kept apprised of any town meetings on this topic.

Otherwise, Bortel said that it seemed liked a decent report and that he hoped the State would approve it.

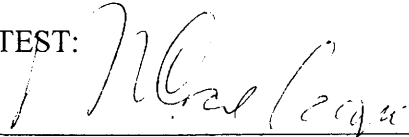
ADJOURNMENT

There being no further business before the Town Council of the Town of Tiburon, Mayor Fraser adjourned the meeting at 10:10 p.m.



JIM FRASER, MAYOR

ATTEST:



DIANE CRANE IACOPI, TOWN CLERK

TOWN COUNCIL MINUTES

CALL TO ORDER

Mayor Fraser called the regular meeting of the Tiburon Town Council to order at 7:30 p.m. on Wednesday, May 2, 2012, in Town Council Chambers, 1505 Tiburon Boulevard, Tiburon, California.

ROLL CALL

PRESENT: COUNCILMEMBERS: Collins, Doyle, Fraser, Fredericks, O'Donnell

PRESENT: EX OFFICIO: Town Manager Curran, Director of Community Development Anderson, Director of Administrative Services Bigall, Police Chief Cronin, Director of Public Works/Town Engineer Nguyen, Town Clerk Crane Iacopi

Prior to the regular meeting, the Council met in closed session, beginning at 7:15 p.m., to discuss the following:

CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATOR

(Section 54957.6)

Bargaining Unit: Tiburon Police Association
Negotiators: Town Manager and Director of Administrative Services

CLOSED SESSION ANNOUNCEMENT, IF ANY

Mayor Fraser said that there was no action taken in closed session.

ORAL COMMUNICATIONS

None.

PRESENTATIONS

- **Annual Heritage Preservation Award – Shirley Mitchell, recipient**

Mayor Fraser asked Ms. Mitchell and Heritage & Arts Commission Vice Chair, Ric Postle, to join him at the podium.

Vice Chair Postle said the mission of the Heritage & Arts Commission is to preserve and advance the Town's unique historic and cultural character [and to advance the arts in the community]. He said that Ms. Mitchell was being honored for her compilation of oral histories of the Tiburon Peninsula, entitled "Both Sides of the Track." He said it was a marvelous book that contained stories both funny and sad. Mr. Postle then presented Ms. Mitchell with a plaque recognizing her as the 16th annual recipient of the Heritage Preservation Award.

In her remarks, Ms. Mitchell said what an honor and a privilege it had been to interview the "old timers" during the period 1975-76 and to record their descriptions of life on the Peninsula when Tiburon was still a railroad town. She said throughout the interview process, she strived for truth and accuracy, to reflect the quality of life on the Peninsula within the context of the times and experiences of people who lived here. She thanked Piper Berger for nominating her and also thanked the Landmarks Society for publishing the book. She also thanked the Heritage & Arts Commission and her friends and family in the audience for their recognition.

Mayor Fraser noted what a precious asset Ms. Mitchell had bestowed upon the community to allow people to tell their stories for future generations.

- **Association of Bay Area Governments "Plan Bay Area" Jobs-Housing projections and the Sustainable Communities Strategy – Linda Jackson, Transportation Authority of Marin**

Ms. Jackson gave an overview of the Sustainable Communities Strategy (SCS) which she described as a regional planning effort coordinated by ABAG [and MTC] which is near the end of its process, to implement an integrated land use and transportation network pursuant to AB 32 and SB 375. She said that the goal of AB 32, in particular, was to reduce greenhouse gas emissions by 15% during the period 2010-2040.

In her power point presentation, Ms. Jackson described the ABAG Jobs-Housing projections for this period, as well as recent changes to these numbers.

The Council lent their comments.

Mayor Fraser referenced the slide which showed a 23% projected growth in employment for Tiburon and asked where these projected 540 jobs would come from. Ms. Jackson said that the formula took into account projected population growth, based on the 2010 census.

Mayor Fraser said that Tiburon was a constrained community and there was no more room to build housing. Ms. Jackson said that was generally true of Marin as a whole. She added that ABAG had "heard from Marin County" and understood that it is primarily a recreational resource for the region, as well as an agricultural resource, and tourist destination.

Councilmember Fredericks said there was a new draft version of the RHNA numbers. She asked Ms. Jackson to comment on whether a change in these numbers would mean that the SCS

projections would also change. Ms. Jackson said that was true and she also stated that the jobs projections were not “enforceable” numbers.

Vice Mayor O'Donnell asked about the number of housing units shown in one of the slides (117) to be developed in Tiburon between 2014 and 2022.

Director of Community Development Anderson said the projected numbers were used for planning purposes in developing the Town's General Plan and Zoning Ordinance. He said this number included vacant lots and high density housing.

The Vice Mayor asked how many units had been developed in Tiburon over the last two years. Director Anderson said that zero housing units had been built in the last two years, however, he pointed out that the State requires that municipalities plan for growth and remove obstacles for development of affordable housing. Vice Mayor O'Donnell wondered if the Town was, in fact, doing this.

O'Donnell further commented that it was nigh impossible to project out to 2040 based on economic instability and other factors. He said this sort of methodology was discouraging and disingenuous. He said that while he supported the [SCS] focus on planning for housing built around transportation centers, he said that to put such onerous requirements [jobs-housing projections] on a city or town was not in the best interest of its citizenry.

Mayor Fraser said that the numbers seemed to lack credibility. Further, he said the reduction in units from the March draft (159 units) to the current scenario (78) was even more curious as it seemed to lack a basis other than the town had written a letter questioning the validity of the numbers. He said that it was hard to have faith in numbers that someone else had developed and yet there was an entire infrastructure at work to move toward these outcomes. He said it seemed to him to be a huge waste of human effort.

Councilmember Fredericks commented that planning had standard practices and models that it utilized, as did other disciplines. She said that these models were also important to mobilize political will; further, they were long-range plans and could be adjusted as time went on.

Fredericks said the ABAG numbers were generated by a model to predict job-housing growth projections. She said that when a city or town wrote a letter to ABAG, providing additional data, the models could be adjusted. However, she said that there was no way a single planner could really explain the modeling dynamic. She said that it was somewhat like explaining religion, except that one could adjust the numbers.

Councilmember Collins agreed that the process seemed to be based partially on faith. He said it reminded him of some presentations of business plans written by people who had never had a business. Collins said he would like to see more concrete evidence of the data and that if it methodology was too complicated to explain the process, perhaps the town should not engage in the game.

Vice Mayor O'Donnell asked who [if not ABAG] was directing this program and whether the Town really wanted to continue along this path.

Mayor Fraser asked for public comment.

Helen Lindqvist, Tiburon resident, said that all of the legislation (AB 32 and SB 375) should be thrown out because it was an outcome of the Global Warming Solutions Act and was no longer accepted as real science. She said this was planning based on false claims, that CO2 gas was water vapor and the "gas of life"; she stated that "the globe is not warming". Ms. Lindqvist invited interested parties to attend a conference in Chicago later in the month to learn more.

Mayor Fraser thanked Ms. Jackson for her presentation and said that the comments of the Council were not to be taken personally. Ms. Jackson said she understood the frustration and that she would be available to come back to the Council to discuss the topic further as the process continued.

CONSENT CALENDAR

1. **Town Council Minutes** – Adopt minutes of April 18, 2012 regular meeting (Town Clerk Crane Iacopi)

Mayor Fraser and Councilmember Fredericks said they had submitted changes to the minutes.

2. **Construction and Demolition Ordinance** – Adopt ordinance amending Title IV, Chapter 13 (Building Regulations) of the Town Code to establish regulations and requirements for recycling of construction and demolition waste (Director of Community Development Anderson)

MOTION: To adopt Consent Calendar Item Nos. 1 and 2, as amended.
Moved: Collins, seconded by Fredericks
Vote: AYES: Unanimous

ACTION ITEMS

1. **Shoreline Park Special Event Permit Application** – Consider request by Rotary to hold a special event in Shoreline Park on May 27, 2012 from 5:30 until 9:30 p.m. (Town Manager Curran)

Town Clerk Diane Crane Iacopi reported that an application had been submitted for the event and that staff sought direction from the Council as to the request for closure of Paradise Drive, as well as consideration of a variance to the Town's Shoreline Park Policy which limits large events in that area to no more than one per consecutive 30-day period.

The Town Clerk said that the Classic Car Show was scheduled for June 16, and was always held on Father's Day weekend. She noted the May 27 event could not be moved because it coincided with the 75th anniversary of the Golden Gate Bridge.

Councilmember Collins asked about the reasons for limiting the events on Shoreline Park [in the Town policy] to four per year. Town Clerk Crane Iacopi said that the policy had been drafted by the previous police chief, Matt Odetto, but that it appeared to be a figure based on the number of recurring events in that area, as well as a number that did not overwhelm the area and adjacent neighbors.

Mayor Fraser asked if this policy might be revised if Council deemed it appropriate to do so. Town Manager Curran said that the policy could indeed be brought back for review by the Council.

Judith Wilson briefly spoke. She said that Rotary had contacted the Pt. Tiburon Homeowners Association, as mentioned in the Town Clerk's earlier report. She said the Board had given its endorsement to the proposed event, if it were managed the same way as the Classic Car Show.

Janice Anderson-Gram said that people would come to see the fireworks in any event, and being able to close Paradise Drive would actually eliminate the traffic problems associated with cars driving up and down the shoreline looking for a place to park. She said it was a way to "contain" the event. Councilmember Fredericks commented that the detour (resulting from the closure) might also force more cars into the surrounding neighborhoods.

Mayor Fraser asked if there was any public comment. There was none.

Councilmember Fredericks said that she would support the event if it did not involve the use of limited staff resources and time.

Councilmember Doyle said that he loved these kinds of community events and that it was a great setting for it.

Councilmember Collins concurred and said it was a good way to manage the fact that people would be coming to town for the celebration already, as well as a way to involve locals in the event; he said he was sorry he would be unable to attend.

The Council concurred with the staff recommendation to move forward with the event planning, as described in the permit application and staff report.

2. **Tiburon Boulevard Relinquishment** – Approve "Letter of Interest" to CalTrans to commence process of Town consideration of whether it wishes to take over a portion of Tiburon Boulevard between Lyford Drive and downtown (Town Manager Curran)

Town Manager Curran said that relinquishment of a portion of Tiburon Boulevard had been touched on at the Town/Council staff retreat and that staff had been given direction to do a detailed analysis of the cost benefits and risks associated with this proposal.

Since that time, the Town Manager said that the downtown committee had suggested pursuing parallel tracks by "launching the process" through sending a letter of interest to CalTrans, at the same time continuing with the detailed analysis.

Town Manager Curran noted that the Town could withdraw at any time from the process of relinquishment; she said the decision was whether to send the letter now or wait until a more detailed analysis had been done.

Mayor Fraser asked for clarification on the portion of Tiburon Boulevard being considered for relinquishment. He said at the retreat, the portion between Mar West Street and downtown had been discussed but the draft letter stated it was between Lyford Drive and downtown.

Town Manager Curran said that the idea was to evaluate the entire area up to Lyford Drive, because of the parking management issues related to the Lyford Parking project, also under consideration on the agenda tonight. She said it was ultimately up to the Council to decide which, if any, portion of the roadway should be relinquished to the Town, but that having the letter to Caltrans and the analysis cover the broader area seemed prudent right now.

Mayor Fraser asked if there was any public comment. There was none. He asked for Council comment.

Councilmember Fredericks urged adoption of a [two-year] capital program before making any decisions one way or the other. She said that an actual budget program was needed to use as a basis for the analysis; she asked what the hurry was to send a letter of interest at this juncture.

Fredericks said that she questioned why the Town would want to take on a portion of Tiburon Boulevard; she said that breaking up a short length of state highway into pieces had led CalTrans to place pressure on other jurisdictions to take the entire length of the highway under its jurisdiction. She said there were many expenses associated with the maintenance of the state highway, including the maintenance of bus pull-outs which were both expensive and represented additional liability. Overall, she cautioned against taking on the long-term costs of maintaining a state highway.

In response to the idea that the Town could withdraw its letter of interest at any time, Fredericks said that it would be more responsible to wait to send the letter based on an informed decision, and act in good faith. She said she would not support sending the letter until the cost/benefit information was available.

Vice Mayor O'Donnell asked if she would support the cost of undertaking this study (\$5,000 – 10,000). Fredericks replied that knowing which capital projects would warrant [relinquishment] would be of benefit to the Town.

Councilmember Doyle asked if the Town needed the CalTrans studies in order to make its decision. Director of Public Work/Town Engineer Nguyen said no, that they only would show the benefits to CalTrans and not the Town.

Town Manager Curran said that CalTrans had indicated its willingness to work with the Town at this juncture and had dispelled the notion that the Town would have to take on more of the Boulevard. She agreed that it would be prudent to ensure that there were no unintended consequences and that the Town would have the ability to walk away from the process. Sending the letter now would gain the Town a couple of months in the process, according to Curran.

Vice Mayor O'Donnell said that the Town had spent an enormous number of hours of staff time already negotiating with CalTrans on projects such as the Lyford Drive Parking area, the installation of the security cameras, and the like. He said if you wanted a tree, it was a good idea to put it in the ground now. That being said, O'Donnell also agreed with Councilmember Fredericks' suggestion to produce a two-year capital program for the Town Council's review.

Councilmember Collins said that the relinquishment process, thought to take two years, might actually take longer due to State budget cuts and the like. He said he favored undertaking the process now because it did not represent a commitment by the Town. He said that the language in the letter might be strengthened to state that that Town's request was contingent upon its ability to withdraw at any time.

Town Manager Curran said that language stating that the town could withdraw at any time was already in the letter. Councilmember Fredericks said that Councilmember Collins' language was stronger and that she could support this approach.

Mayor Fraser asked if the following statement was true, that sending the letter did not expose the Town to any downside. Town Manager Curran said that was correct.

Mayor Fraser said that there appeared to be consensus to proceed.

Town Manager Curran said that Councilmember Collins' language would be incorporated into the letter. She also said that staff would proceed with the cost/benefit analysis, as directed by Council at the retreat.

MOTION: To direct staff to send the letter of interest to CalTrans, as amended with language provided by councilmember Collins.
Moved: O'Donnell, seconded by Fredericks
Vote: AYES: Unanimous

3. Lyford Drive Parking Lot – Accept plans for upgrades to parking lot and authorize staff to seek bids for project (Director of Public Work/Town Engineer Nguyen)

Director of Public Works/Town Engineer Nguyen gave the report. He said the Council had approved a design concept in 2009, and that in 2010 staff proceeded with the engineering and fleshing out of the project design. Nguyen said that 2011 brought new revisions with the addition of undergrounding and input from neighbors in Belvedere regarding the scope of the work. He said that the design and bid documents are now complete and he reviewed the engineering and design costs with the Council. Nguyen said the engineering, design and contingency costs of the project totaled \$1.52 million, with three sources of funding—a grant from TAM in the amount of \$314,000, Redevelopment Agency funding in the amount of \$290,000, and an infusion from the General Fund in the amount of \$913,000, based on Council approval.

Director Nguyen said staff was seeking authorization to solicit bids which would be brought back to Council for final approval prior to award of the contract. He said that the Town had also negotiated a draft maintenance agreement with CalTrans. However, he said this agreement would need to be adopted by way of a resolution, as required by CalTrans.

Vice Mayor O'Donnell asked if it would be worth waiting to execute the agreement while the Town worked out the details of how it wished to manage the parking at the lot. Town Manager Curran said that it had been a long, difficult process to negotiate an agreement with CalTrans and she recommended that the Town execute it to have it in place and something the Town could rely upon being completed.

Councilmember Collins noted that the agreement would be subject to the project actually going forward. Town Manager Curran agreed, noting that it would have no force or effect if the project was not built.

Councilmember Doyle asked whether parking meters were being contemplated for the project. Councilmember Fredericks commented that the Town Manager had noted that meters were not revenue generators but rather a parking management tool. Town Manager Curran agreed. She further noted that the Town Engineer and Town Attorney had done an excellent job working with CalTrans to remove most of the restrictions related to the Town's prerogatives in maintaining the lot, but that the Town was not free under the agreement to charge for the spaces.

Mayor Fraser asked what the climate for bids was and whether Town staff was confident it could obtain bids based on the engineer's estimate. He cited the challenges of the bid process in the Ned's Way project.

Director Nguyen said that he was much more confident with the Lyford Parking project as it was a straightforward civil engineering project and that the core data was much more within the Town's control. That being said, the Town Manager said that it was yet to be seen what the bids

would yield, and that “we won’t know until we know”. She reiterated that staff would bring the bids back to Council for its review and approval.

Mayor Fraser asked if other specifics of a parking management plan had been contemplated, such as who would be allowed to park in that location. He suggested that the project should bring some benefit to the residents of the community.

Town Manager Curran said that while no specific plan was in place, it was generally understood that there would be roughly the same number of spaces and that a certain number of spaces should be set aside for ferry riders and other commuters, maybe utilizing a pass system. She said that the purpose of the TAM grant was for multi-modal transportation; she added that parking for job workers would also be permitted, based on this criteria. She suggested that a test over time approach be taken.

Vice Mayor O’Donnell asked whether an agreement had been finalized between the Town and the City of Belvedere and Mr. Kern for landscaping costs. Director Nguyen said that the City of Belvedere would install the landscaping; he said the agreement with Mr. Kern was to be worked out between the parties (City of Belvedere and other private parties).

Town Manager Curran clarified that the City of Belvedere would be responsible for water and power to the project, as well as landscaping below the retaining wall.

Mayor Fraser asked for public comment. There was none.

MOTION: To authorize solicitation of bids for the Lyford Drive parking project and authorize the Town Manager to execute an agreement with CalTrans, subject to the adoption of a resolution.

Moved: Collins, seconded by Fredericks

Vote: AYES: Unanimous

TOWN COUNCIL REPORTS

None.

TOWN MANAGER’S REPORT

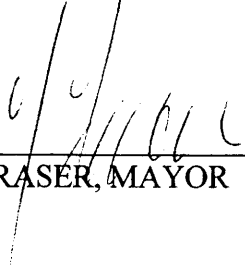
Town Manager Curran proposed cancellation of the May 16 meeting, except for a closed session that was yet to be scheduled. She said the next regular meeting would be Wednesday, June 6. Council concurred with this recommendation.

WEEKLY DIGESTS

- Town Council Weekly Digest – April 20, 2012
- Town Council Weekly Digest – April 27, 2012

ADJOURNMENT

There being no further business before the Town Council of the Town of Tiburon, Mayor Fraser adjourned the meeting at 9:20 p.m.



JIM FRASER, MAYOR

ATTEST:



DIANE CRANE IACOPI, TOWN CLERK

Section 2. Capital Improvement Program – Sources of Funding for Planned Streets,
Drainage and Community Development Improvements in fiscal year 2011:

	SOURCES	PROJECTS
Del Mar Assessment District	4,638,700	
Infrastructure & Facility Fund	344,300	
Circulation System Improvement Fund	15,000	
Gas Tax Fund	230,000	
General Fund Streets & Drainage Reserve	496,000	
Drainage Impact Fund	150,000	
General Fund Open Space Management Reserve	50,000	
Street Impact Fund	414,000	
Lon Range Planning	35,000	
Measure A Funds	86,000	
General Fund Park Development Fund	75,000	
Land & Water Conservation Grant	187,500	
Local Agency Contributions	169,500	
Capital Equipment Reserve	30,000	
Cypress Hollow Fund	5,000	
TAM Grant	314,000	
STREETS		
Resurfacing Engineering & Administration		\$ 730,000
Traffic Safety Improvements		20,000
Subtotal Streets Improvements		\$ 750,000
DRAINAGE		
Drainage Improvements		150,000
Subtotal Drainage Improvements		\$ 150,000
COMMUNITY DEVELOPMENT		
Del Mar Valley Utility Undergrounding		4,860,000
Sidewalk & Curb Ramps (ADA Compliance)		20,000
Railroad Marsh Maintenance		25,000
Fountain Plaza Major Maintenance		5,000
HVAC Upgrades (Town Hall)		10,000
Downtown Master Plan		35,000
Parking Improvements @ Tib. Blvd./Lyford Dr.		785,000
License Plate Reader Cameras		130,000
Open Space Vegetation Clearance		40,000
Open Space Management Plan (Consultant)		10,000
Blackie's Pasture – Town Sign		10,000
Recreation Master Plan		50,000
Median Maintenance		20,000
Belveron Mini-Park Restoration		20,000

CAPITAL OUTLAY**Fiscal Year 2011/12****Planned Technology Outlay Purchases**

DEPARTMENT & ITEM DESCRIPTION	AMOUNT
TOWN ADMINISTRATION	
Miscellaneous Computer Parts (7)	1,750
2 Computer Replacements (Town Clerk, Office Assistant)	2,600
New Council Chambers Sound System	25,000
Software Licenses (MS Office 2007, Adobe Upgrade)	2,300
Outside Consultant for Special Projects (Website Redesign, Misc.)	6,250
Replace Server and related licenses	8,000
Backup System for New Server	6,000
Netbook	600
Desk Telephone Replacements (2)	600
Total Town Administration	53,100
COMMUNITY DEVELOPMENT	
3 Computer Replacement	3,900
Miscellaneous Computer Parts (8)	2,000
ArcView License	2,800
LaserFische Annual License & Maintenance	5,000
PermitSoft Annual Maintenance Fee	14,400
Outside Consulting Services	2,000
Total Community Development	30,100
POLICE	
Miscellaneous Computer Parts (10)	2,500
3 Desktop Computer Replacements (Dispatch, Patrol 2, Critical Reach)	3,900
New Server w/licenses	6,000
→ Replacement Router - License Plate Cameras	1,500
Department Netbook	600
Upgrade Building WiFi Capabilities	1,600
Backup System for New Server	6,000
Total Police	22,100
PUBLIC WORKS	
Miscellaneous Computer Parts (5)	1,250
Desktop Computer (Front Office)	1,300
Total Public Works	2,550
Total Planned Capital Outlay Purchases:	107,850