



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

TIBURON TOWN COUNCIL

Regular Meeting - 7:30 p.m

Special Meeting - 7 p.m.
(for Closed Session)

AGENDA

CALL TO ORDER AND ROLL CALL

Councilmember Doyle, Councilmember Fredericks, Councilmember O'Donnell, Vice Mayor Fraser, Mayor Tollini

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d) of Section 54956.9: One potential case

CALL TO ORDER AND ROLL CALL

Councilmember Fraser, Councilmember Fredericks, Councilmember O'Donnell, Vice Mayor Tollini, Mayor Doyle

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION, 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.

PRESENTATION

Presentation Of Annual Art Educator Award

Presentation of award to Chyah Weitzman, St. Hilary School (Heritage & Arts

Commission Chair Fran Wilson)

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.

CC-1 Town Council Minutes

Adopt minutes of May 4, 2016 regular meeting (Town Clerk Crane Iacopi)

Documents: [CC-1 DRAFT MINUTES.PDF](#)

CC-2 Town Investment Summary

Accept report for month ending April 30, 2016 (Director of Administrative Services Bigall)

Documents: [CC-2 INVESTMENT SUMMARY.PDF](#)

ACTION ITEMS

AI-1 Tiburon Taps Beer Festival

Consideration of a special event permit application to stage Tiburon Taps beer festival on Shoreline Park (Town Manager Chanis) - continued from April 20, 2016

Documents: [AI-1 TIBURON TAPS BEER FESTIVAL PERMIT APPLICATION.PDF](#), [COPY OF APRIL 20 STAFF REPORT - TIBURON TAPS.PDF](#)

AI-2 Town Refuse Contract Extension

Discussion of Mill Valley Refuse Service contract renewal terms; provide direction to staff (Director of Administrative Services Bigall)

Documents: [MVRS FRANCHISE EXTENSION REPORT.PDF](#)

AI-3 Farmer's Market On Main

Consider approval of Main Street closure for a weekly farmer's market during the summer and fall months (Office of the Town Manager/ Mayor Tollini)

Documents: [AI-3 FARMERS MARKET PROPOSAL.PDF](#)

AI-4 Appointments To Boards, Commissions & Committees

Consider appointment to fill a pending vacancy on the Belvedere-Tiburon Library Agency Board of Trustees (Town Clerk Crane Iacopi)

Documents: [LIBRARY BOARD APPOINTMENT.PDF](#)

TOWN COUNCIL REPORTS

TOWN MANAGER REPORT

WEEKLY DIGESTS

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 COUNCIL
MINUTES**

CALL TO ORDER

Mayor Tollini called the regular meeting of the Tiburon Town Council to order at 7:30 p.m. on Wednesday, May 4, 2016, in Town Council Chambers, 1505 Tiburon Boulevard, Tiburon, California.

ROLL CALL

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

PRESENT: EX OFFICIO: Town Manager Chanis, Director of Community Development Anderson, Director of Public Works/Town Engineer Barnes, Director of Administrative Services Bigall, Associate Planner O'Malley, Town Clerk Crane Iacopi

ORAL COMMUNICATIONS

None.

INTRODUCTION OF NEW TOWN EMPLOYEE

- Associate Engineer - Dmitriy Lashkevich

Director of Public Works/Town Engineer Barnes introduced the newest member of the Public Works department, Dmitriy Lashkevich. He said in a very short time, Dmitriy had made improvements to the Town's encroachment permit process, and had taken on several projects. Dmitriy said it was a pleasure to be aboard and thanked the Council for the opportunity. Vice Mayor Fraser commented that he had already received positive feedback from a homeowner who stated that Dmitriy had saved him a lot of money on his project during his interaction at Town Hall.

CONSENT CALENDAR

1. **Town Council Minutes** – Adopt minutes of April 1, 2016 Town Council/Staff Retreat (Town Clerk Crane Iacopi)

Vice Mayor Fraser made a correction to Item No. 1, page 2, paragraph 3, to read: "Vice Mayor Fraser disagreed with this approach; he said it was not good practice to rely on a back-up fund; that our goal should always be to focus on fine-tuning the budget and not have a 'slush fund'."

DRAFT

2. **Town Council Minutes** – Adopt minutes of April 20, 2016 regular meeting (Town Clerk Crane Iacopi)
3. **Town Post-Employment Benefits** – Recommendation to authorize participation in the Public Agency Retirement Services (PARS) Trust Program for Other Post-Employment Benefits and Pension Liabilities (Director of Administrative Services Bigall)

MOTION: To approve Consent Calendar Items 1 through 3, as amended.

Moved: O'Donnell, seconded by Fredericks

Vote: AYES: Unanimous

ACTION ITEMS

1. **McKegney Green Soccer Field Upgrade** – Consider consultant's report and provide direction to staff (Director of Public Works/Town Engineer Barnes)

Town Manager Chanis said the Council discussed McKegney Green at its March 2, 2016 regular meeting, and authorized a pre-design scoping study to better determine the project requirements for a possible renovation of McKegney field. He said staff had engaged Abbey Arnold Associates for the study on March 4, 2016. Chanis noted that McKegney field was also discussed at the Town Council/Staff Retreat on April 1, 2016.

The Town Manager said these discussions centered on how the elevated levels of salt found in the soil, and recycled water used for irrigation, might affect the project. He said Council had requested staff to investigate turf grasses used near salt water on golf courses in the Bay Area to see if these might be suitable for use on the McKegney project.

Town Manager Chanis reported that the pre-design study had been completed and included information related to: existing soil conditions, irrigation water sources, and biological considerations at the site. Using this information, Chanis said the consultant has provided five (5) possible options for improving the existing field, along with associated estimates of probable cost.

The Town Manager summarized these findings and recommendations in a power point presentation. He noted there were five options listed; however, he said many other possible iterations could be considered.

With regard to selection of grasses, Chanis said that the use of Paspalum [grass] would be experimental on a soccer playing field surface (he said it had only been used on golf courses in the Bay Area) but it could be used with the recycled water currently used to irrigate the field. But he said if the Town's 1988 permit for recycled water were reopened for any reason, its use might not be allowed on a playing field. He said current regulations would require additional treatment at a cost of \$3.38 per cubic foot.

DRAFT

If Bermuda grass is selected for the field, Chanis said it would need year-round irrigation which would require potable water. The Town Manager said the cost of potable versus recycled water would add \$310,000 to the cost of options to be considered – \$310,000 being the estimated connection fee for Marin Municipal Water District.

The Town Manager said that staff had also been requested to evaluate artificial turf in the study. Chanis said natural turf provides 800 hours of playing time versus 1200 hours of playing time per year. He said natural turf would require re-sodding every 10 years, and that the cost for natural turf options included “reserves” for replacement of the sod.

Town Manager Chanis said artificial turf would also need replacement every 10 years. He said most fields used fencing to protect the turf from undo wear and tear, soiling by dogs, and the like. He said artificial turf’s popularity and durability might result in increased use and unintended consequences like inadequate parking and traffic problems. He said these issues had not been analyzed in the scoping study.

Chanis reviewed a matrix of the five options:

Plan 1 would include repair of the existing 75,000 square foot sand-based field; repair the existing irrigation but make no additional drainage improvements to address standing or pooled water. The cost of this plan is estimated at \$685,000, and with the addition of potable water, would come to \$995,000.

Plan 1A would include improved drainage which could increase field usage time, and is estimated to cost \$865,000, plus potable water, for a total of \$1.75 million.

Plan 2 would restore the entire field area to 1975 functionality – 75,000 of sand-based field and 75,000 of soil-based field, plus upgrades to irrigation and drainage. Chanis said this cost is estimated at \$1.1 million, without potable irrigation water, and \$1,410,000 with potable water.

Plan 3 would expand the sand-based area, according to the Town Manager, increasing it to 200,000 square feet of sand-based field. He said the expansion of the sand-based area would allow multiple playing fields. This plan envisions a complete replacement of irrigation, drainage improvements, and potable water, at an estimated cost of \$2.6 million. Chanis noted that the cubic footage of water needed for this option would exceed the current permit.

Plan 4 would consist of 180,000 square feet of artificial turf, one large field and two smaller fields, all-weather play, and fencing. He said the estimated cost is \$3.1 million (and parking/traffic issues not part of study).

The discussion moved to Council questions.

Councilmember O'Donnell asked about the reluctance to re-open the 1998 water permit. Town Manager Chanis said regulations had changed and it was likely that the secondary recycled water currently used by the Town for irrigation would not be allowed under a new permit. He said that Department of Health Title 22 (use of recycled water) called for tertiary water to irrigate playgrounds used by children.

O'Donnell said he had spoken informally with a local water engineer who said that this type of water (secondary water) has been chlorinated and is very clean. He asked whether an analysis had been done of the water.

Director of Public Works/Town Engineer Barnes said that the Town had information from the Sewerage Agency of Southern Marin (SASM) that the water is, in fact, secondary treated water. He said that tertiary water is a finer filtration. He agreed that secondary water is chlorinated and looks as clean as drinking water. However, Barnes said even using conservative calculations the salt levels are double what should be used for irrigation. He said the consultant's report recommended a 75% potable/25% tertiary water mix for irrigation.

Councilmember O'Donnell asked if recycled water was used on other parks in Town. Director Barnes said it was only used at South Knoll Park and McKegney Green.

O'Donnell asked whether any discussions or negotiations had been initiated with Richardson Bay Sanitary District on the topic of water usage. Barnes said there had been some discussion but all indications were that any change to the permit might result in a loss of permitted water.

Councilmember Fredericks asked whether planting Paspalum would require using only recycled water, and conversely, whether the Town would be at risk during drought years if it used potable water.

Town Manager Chanis replied that if the Town switched to potable water for irrigation, there would not be a limit on the gallons used for irrigation. Under this scenario, Paspalum grass would not be needed. But he acknowledged that if mandated restrictions were implemented during a drought, and water usage constrained, there would be a risk in switching to potable water.

Director Barnes noted that the City of Mill Valley had struggled during the drought but had managed to keep their fields alive over the summer.

Councilmember Fredericks asked about timing and whether the Council might consider a two-tiered decision-making process: that is, a design selection phase, along with an identification of funding phase. With regard to timing of the project, Town Manager Chanis said that if funding were available today, it was possible that a minimal project could be ready this Fall.

Councilmembers Fredericks and O'Donnell asked questions about the pro's and con's of Paspalum versus Bermuda grass, and the impacts on water use and irrigation, and possible infiltration by other types of grasses.

Town Manager Chanis said the cost of installing the two grasses was about the same (about \$125,000). O'Donnell reasoned that if the Town installed Paspalum and it did not work out, it could be replaced. Town Manager Chanis said that if Bermuda grass was installed, the Town would have to switch to potable water for irrigation. Director Barnes said that installing a potable system, and blending water, would open the Town's permit to review.

Vice Mayor Fraser asked questions about the need to expand the size of the field, even doubling it, from 75,000 square feet. Chanis said the needs of the field users was not part of this study, however, he said that a larger area would allow rotation of fields, moving of goal posts and the like, which would spread the usage to a wider area and lessen the impact on just one field. He said Town staff had heard from the field proponents that there was a desire for more space.

Vice Mayor Fraser commented that it would be good to "do it right" the first time and not have to revisit the idea later, when there was a desire for more field space. He also asked whether Staff had received feedback on natural versus artificial turf, and whether anyone had talked to users of the Tam High School fields – one artificial turf which seemed to have a lot of usage – and one natural turf. Director Barnes said no, but noted the consultant said artificial turf was a "game changer" in the two locations he had worked on.

Councilmember Fredericks asked why artificial turf fields needed to be fenced. Barnes said it was to protect the turf from vandalism and from dog waste.

Councilmember O'Donnell said he, too, had questions about the size specifications in the study. He said the original estimates from the soccer club were different than the proposed specifications in the study.

He noted the existing area had built-in drainage through crowning and swales (French drains) and suggested that these drainage systems be utilized in the new plan.

O'Donnell wondered how it was known that 75,000 square feet of the existing field was sand-based, and 75,000 was soil based. Director Barnes said that the Town had the 1975 field plans and said the consultant had verified this data in the field, through borings to measure sand depth and salt.

Town Manager Chanis said that Plan 2 essentially mirrored the 1975 plans with some improvement to drainage.

Vice Mayor Fraser asked about the water exchange between SASM and Richardson Bay Sanitary District. Director Barnes explained how the water is pumped to SASM for treatment, and then is pumped back to Richardson Bay for usage, and through a water main to the outfall near Sanitary District No. 5.

DRAFT

Vice Mayor Fraser asked about a variation on Plan 3 that would keep the existing practice fields in grass and perhaps install artificial turf on the main field. He asked whether the configuration would take care of the concerns about re-opening the Town's water permit. Town Manager Chanis said that could be an option, and staff could put together a scenario. He noted that this option would require a hybrid system for irrigation, however.

Councilmember Doyle said the upside to the Vice Mayor's suggestion is that it would mean that certain areas of the field were left [as grassy areas] for people to use on a more casual basis, for sunning, flying kites, and the like. Then, the turf field could be fenced for sports use, similar to how it is used at Dominican University. He said the Town should get an estimate for this scenario, and the use of a turf field could generate more revenue to pay for its installation. Doyle said the Dominican field was a great field.

Director Barnes noted that the artificial turf contemplated by the consultant's report was not the rubber-pellet type that was seen as controversial. Also, he said the turf could be "watered down" to address heat issues, if needed.

Mayor Tollini opened the matter to public comment.

"Soccer Dad" Bill Ross said the cost of the different scenarios in the study were daunting but the alternative was an unsafe field that is unavailable for play a good part of the year (five months this year already). He said the existing playing surface was pitted and uneven which is not conducive to learning good soccer skills. He said the soccer club is the biggest user of the field, however, he acknowledged the different types of users for the greater recreational area. He said if it were just soccer, artificial turf would be a preference. He added that he was not sure why fencing would be needed.

Mr. Ross said he had walked off an area of 110 x 70 feet. He said the field size needed for soccer was 100-110 by 55 feet wide. He also described a 60x40 foot field for the under-12 age group, and an even smaller field for under-10. He said there would be adequate room there for these uses, and the fields would not need to be lined. So he said his preference would be a field size somewhere between 110 and 125,000 square feet -- somewhere between Options 2 and 3-- and a sand-based, Bermuda grass field.

Elena Stephens, who said she had both soccer and lacrosse players in her family who use the field, noted the seasons have been extended in these sports and some clubs have year-round programs. She said having more field areas with more use would be beneficial. She said that more playing time is sought by and hoped for by the young families with children in Town.

Tiburon Soccer Club representative, Mattias Kreutzman, said the TSC had 800 players. He thanked the Council for considering upgrades to the field. Kreutzman said an artificial turf field would be fantastic, and a hybrid plan would be fantastic, as well.

There were no additional speakers and Mayor Tollini closed the matter to public comment.

The Council began its deliberations at 8:20 p.m.

Councilmember Fredericks said she had long supported upgrades to the field and agreed that a playable, safe field was needed. She also spoke of the conflicting interests that arise over the use of McKegney Green. She said our townspeople value open space, and the scenic, leisurely and uncrowded nature of the green; she said these values are memorialized in the Town's General Plan and recreation survey. Fredericks noted that while there are more children in town, as mentioned by one of the speakers, the schools had also noted that they have reached an apogee in population.

Fredericks said the aforementioned recreation study stated that 50% of Town residents are over the age of 45. She said this age group values walking and other forms of exercise on flat surfaces. What this means, according to Fredericks, is a need to make the best use of the fields for both sports and other uses. But she said that extending the hours of play would represent a "lost opportunity cost" to a significant number of other, non-sports users. She said the goal should be useable fields at current levels of use (and maybe a bit more), and fields that are useable for more months of the year.

Fredericks said the Town should seek to control costs and water use, with a lowest priority of enlarging the field and extending hours of play (and a need to generate more revenue). She said she was gravitating toward support of Plan 2 which represents a balance of use, a more feasible cost, and realistic and reasonable field size and use levels. She said this recommendation should also be considered within the context of Councilmember Doyle's remarks.

Councilmember O'Donnell echoed most of his colleague's remarks, but said he was not in favor of artificial turf. He said he supported a way to fix the field that was cost effective and would not spend the Town's resources unwisely. But he said he was against Plan 2 because we don't need 150,000 square feet of playing field; he recommended that 110 or 120,000 square feet be considered.

O'Donnell said the use of recycled water was more environmentally friendly than the use of potable water; he said he did not "buy into" the State's regulations that would require tertiary treatment. He said he would like to explore the use of Paspalum grass, as it is used extensively for high impact sports like football (in Orlando and Jacksonville stadiums).

Councilmember O'Donnell said that Option 1 would more closely mirror the existing field footprint and budget. He said he would like to see the soccer club raise \$150,000, perhaps through a field use fee, and this contribution would go a long way toward winning over the non-soccer users. He said the other options would require fencing, and would contribute to a higher intensity of use in the area, and noise, which would have impacts on surrounding neighbors. He said what was needed was a nice, level playing surface, with natural turf, and moderated use by

the soccer players (by moving goal posts arounds, etc.); and leave the natural drainage that is there now.

Vice Mayor Fraser said he was intrigued by Councilmember Doyle's suggestion for a combination of fields, utilizing both natural and artificial turf. O'Donnell agreed that a multi-use environment, consisting of regulation and practice fields, was important.

Councilmember Doyle said he was very glad to see the Council undertaking this analysis. He agreed that McKegney Green is a special place. He said he would support Council consensus for whatever works in the long run but noted that maintenance costs for grass were much higher than turf (\$70,000 for grass and \$10,000 for artificial turf). He suggested that an analysis of a combined field would be the wise thing to do.

Mayor Tollini said the Council was unanimous in its desire to see McKegney Green "fixed for our kids". However, she said she did not agree with installing artificial turf. She said it would be sad to see a fenced field, and a field that looked "fake", in that location. She said the area is a "gem" and part of the Town's open space; she said Tiburon is known for its open spaces which must be preserved. She discouraged the use of painted lines.

Mayor Tollini said that the goal should be to install new grass only once, and that she was a bit nervous about experimenting with the Paspalum grass, especially if the drainage is not upgraded. She said she would like a long-term solution so that the issues did not have to be revisited for 10 years. She said a field size of 110-125,000 square feet seemed more useable in the long run.

Mayor Tollini said the biggest question was money – how to pay for the improvements. She said she would support a plan, possibly Plan 1A, if matching funds could be raised by the community. She said she would also support a multi-year [phased] plan. But she noted the possible budget impacts in the coming year of a new [Hawthorne Terrace] undergrounding district; estimated to cost up to \$2 million in Town funds. She said some time should be taken to find a way to pay for the project.

Councilmember O'Donnell pointed out that the Paspalum grass was recommended by the consultant as a way to use the Town's current irrigation, and not have to convert to more expensive potable water. Mayor Tollini and Councilmember Fredericks said that they interpreted the consultant's findings as a recommendation against using this type of grass.

Fredericks said both grasses had associated risks – one for possible failure (because it had not been shown to be successful at this latitude) and one that could be adversely impacted by drought and water restrictions. Mayor Tollini said some other agencies' fields had survived the drought.

Councilmember Doyle said he would prefer natural grass, as well, but noted that installing artificial turf would mitigate both the risks mentioned by Fredericks. In addition, Doyle said it would allow year-round play.

Councilmember O'Donnell said a well-drained field should allow year-round play, as well.

Vice Mayor Fraser said it would be presumptive to think there was opposition to artificial turf in the community without first asking. Mayor Tollini noted that tonight's meeting represented an opportunity for people to comment on the options.

Mayor Tollini, as well as Councilmembers Fredericks and O'Donnell concluded, in the end, they could not support the use of artificial turf in that location, or further study of that option.

Mayor Tollini continued to press for improved drainage on the field. Bill Ross commented that if the non-sand-based area is not improved, it would not be a useable [field] area.

The Council continued its back and forth discussion about the field sizes and maintenance costs, and which of the five options – Plan 1, 1A, 2, 3 or 4 – might be viable. Because no consensus on a particular plan was reached, Vice Mayor Fraser asked the Council to focus instead on what the top priorities (features) were.

These were identified as: 1) an 110,000-square foot playing field that is 2) sand based; with 3) options for type of grass -- Paspalum (which can use recycled water) or Bermuda (which would need potable water for irrigation); and 4) upgraded drainage.

There was no motion, but direction was given to staff to move forward with the preparation of a design contract for McKegney Green that would include these elements.

Staff was also directed to ask the consultant to do more definitive research into Paspalum and its viability in this location.

Mayor Tollini continued to press for a [public/private] funding plan before any further action on the project is taken.

Town Manager Chanis said that staff could provide a cost estimate of a project that would include the above criteria, as well as request a proposal [contract] to design the project.

Councilmember Fredericks asked how much the design costs would be. The Town Manager noted it would be included as part of the "soft costs" listed on the matrix; for example, he said plan 1 soft costs were estimated at \$52,000 and Plan 2 at \$91,000. He suggested the design cost would be somewhere between those two figures. Councilmember O'Donnell expressed concern over having to spend so much on design costs.

Mayor Tollini asked for and received Council consensus to move forward to the design phase.

PUBLIC HEARING

1. **Marin Municipal Water District (MMWD) Water Efficient Landscaping** – Amend Title IV, Chapter 13E (Water Efficient Landscape) of the Tiburon Municipal Code to adopt by reference the most current MMWD ordinance regarding water-efficient landscapes and water conservation (Community Development Department) – *Introduction and first reading of ordinance*

In her report, Associate Planner O'Malley said the Town initially adopted a Water Conservation chapter of its Municipal Code in 1990, focusing primarily on landscape requirements, and had revised them again in 2010 and 2011 to meet new and stronger provisions adopted by MMWD. She said in late 2015, MMWD adopted new water conservation requirements to meet new and more stringent State standards. She said the proposal before the Council would amend the current Town regulations with respect to Water Efficient Landscaping and adopt by reference the revised MMWD regulations (Ordinance No. 430), and successors and amendments thereto.

O'Malley said the primary changes to the latest MMWD regulations (as they affect the Town) are 1) increased water efficiency standards for new and retrofitted landscapes through more efficient irrigation systems; 2) graywater usage; and 3) limitation on turf and high-water-use plants.

She said the requirements would apply only if a design review approval or a building permit is required from the Town in association with the work. O'Malley said the Town's processing procedures will remain the same.

With regard to enforcement, O'Malley said the Town's ordinance would continue to designate MMWD to implement, enforce, and monitor the requirements of the ordinance, as permitted under state law. According to the Associate Planner, adoption by reference of MMWD regulations is the same approach used by the other municipalities in the MMWD service area (all Marin cities except Novato), and has the benefit of providing uniformity of application and consistent standards, while at the same time meeting stringent state requirements for water conservation.

She said staff has preliminarily determined that the subject application is categorically exempt from the requirements of CEQA per Section 15308 of the CEQA Guidelines and is also exempt under the general rule set forth in Section 15061(b)(3) of the CEQA Guidelines.

Ms. O'Malley recommended that the Town Council hold first reading of the ordinance at tonight's meeting. She went on to explain that because the Town is adopting another agency's regulations by reference, the procedure set forth in state law is slightly different than is typical for adoption of local ordinances, that is, a first and second reading is required of the ordinance. She recommended that the Town Council conduct a public hearing, introduce and hold first reading of the proposed ordinance, and if passed, continue the item for a second public hearing and adoption at the June 1, 2016 regular meeting.

Vice Mayor Fraser asked about “the bouncing ball” effect when an applicant has to apply to multiple agencies for permits. He described a scenario whereby an applicant for a new house might gain approval of a Landscape Plan from the Town that might be rejected by MMWD. He asked whether the applicant would have to go back to the Town’s Design Review Board (DRB) for a second time, and if so, could fees be waived.

Associate Planner O’Malley said in most cases, staff recommends to applicants that they first seek MMWD advice and compliance with landscape plans. She said Town staff routes plans to MMWD first before they are reviewed by the DRB. The applicant then goes back to MMWD for a sign-off during the building permit process.

Director of Community Development Anderson agreed that the potential for a “bouncing ball” effect had been around since 2010 and admitted that agencies are still “catching up”, especially as the regulations get tougher. However, he said he cannot recall ever having seen the “bouncing ball” effect locally and said Town staff is on the lookout for these kinds of issues.

In addressing the fee question, Anderson said there was a minimal fee requirement now, but said the Town could process a fee waiver request as a matter of policy.

Councilmember O’Donnell related his experience of MMWD and Fire District conflicting regulations when he installed landscaping at his new home. Anderson said staff had witnessed this, as well, but said that in his opinion, progress was being made as the agencies work more closely to gain consistency and address these issues.

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

MOTION: To read the ordinance by title only.
Moved: O’Donnell, seconded by Fraser
Vote: AYES: Unanimous

Mayor Tollini read, “An ordinance of the Town Council of the Town of Tiburon amending Title IV, Chapter 13E (Water Efficient Landscape) of the Municipal Code and adopt by reference Marin Municipal Water District (MMWD) Ordinance No. 430 regarding water conservation.”

MOTION: To pass first reading of the ordinance by roll call vote.
Moved: O’Donnell, seconded by Fredericks
Vote: AYES: Doyle, Fraser, Fredericks, O’Donnell, Tollini

MOTION: To continue second reading and adoption to the June 1, 2016 Town Council meeting.
Moved: Fredericks, seconded by O’Donnell
Vote: AYES: Unanimous

TOWN COUNCIL REPORTS

Councilmember Doyle reported on a meeting with representatives from Tiburon, Mill Valley and Caltrans regarding mitigation measures to ease traffic at the Tiburon/Mill Valley/Highway 101 interchange. He said the lights on the overpass could be timed for a more continuous flow and “No U Turn” signs at been installed at North Knoll Road and another location. He said Mill Valley also was talking to Caltrans about installing a third lane for the 101 off-ramp [southbound]. Doyle said Mill Valley suggested that Tiburon might contribute to this project. He also commented that three lanes would not address the traffic build-up on East Blithedale Road due to the reduction to one lane in the vicinity of the shopping center.

TOWN MANAGER REPORT

None.

WEEKLY DIGESTS

- Town Council Weekly Digests – April 22 & April 29, 2016

ADJOURNMENT

There being no further business before the Town Council of the Town of Tiburon, Mayor Tollini adjourned the meeting at 9:45 p.m.

ERIN TOLLINI, MAYOR

ATTEST:

DIANE CRANE IACOPI, TOWN CLERK



STAFF REPORT

To: **Mayor and Members of the Town Council**

From: **Administrative Services Department**

Subject: **Investment Summary – April 2016**

Reviewed By: *[Signature]*

BACKGROUND

Pursuant to Government Code Section 53601, staff is required to provide the Town Council with a report regarding the Town’s investment activities for the period ended April 30, 2016.

ANALYSIS

April 2016

Agency	Investment	Amount	Interest Rate	Maturity
Town of Tiburon	Local Agency Investment Fund (LAIF)	\$22,734,422.37	0.525%	Liquid
	Housing note to Former Town Manager	\$ 800,000.00	0.330%	Based on Contract
	Money Market (Bank of Marin)	\$ 100,000.00	0.15%	Liquid
Total		\$23,634,422.37		

The total invested at the end of the prior month was \$22,221,821.33; therefore the Town’s investments increased by \$1,412,601.04 over March 2016.

FINANCIAL IMPACT

No financial impact occurs by accepting this report. The Town continues to meet the priority principles of investing – safety, liquidity and yield in this respective order.

RECOMMENDATION

Staff recommends that the Town Council:
 Move to accept the Investment Summary for April 2016

Prepared By: Heidi Bigall, Director of Administrative Services



TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
May 18, 2016
Agenda Item: *AI-1*

STAFF REPORT

To: Mayor and Members of the Town Council
From: Office of the Town Manager
Subject: Special Event Permit Application: Tiburon Taps Beer Festival
Reviewed By: *GC.*

BACKGROUND

The Town Council heard a presentation by The Ranch at its April 20 regular meeting regarding a special event permit application to stage the Tiburon Taps Beer Festival at Shoreline Park on September 24, 2016. The festival is in its third year and was previously staged at Point Tiburon Plaza. In its report to the Council, The Ranch proposed to relocate the event to Shoreline Park. The festival hours as stated in the permit are 1 until 5 p.m., with set-up beginning early in the day.

As part of the application, the Council was also asked to approve a road closure between the Paradise Drive traffic circle and the Donahue Building for the event. The Ranch proposed a detour that would re-route traffic up Beach Road and along Mar West Street.

The Council heard public testimony from residents of Point Tiburon Bayside Homeowner's Association. The speakers described what they perceive to be the negative impacts to the neighborhood of staging the event at Shoreline Park. There was also public testimony expressing concern about the proposed detour, as a portion of Mar West Street is essentially one-lane due to existing construction in the area.

Since the April 20 meeting, the Town has received correspondence concerning the location of the festival which is attached to the staff report.

While the Council acknowledged that the proposed permit is consistent with the Town's Shoreline Park Event Policy, it nevertheless requested that The Ranch study a possible alternative location. Ark Row was the location suggested by two members of the Council during the April 20 meeting. The Council asked that The Ranch staff report back with information about the possibility of staging the festival in that location, before making a final determination on approval of the permit.

Cathleen Andreucci, The Ranch Executive Director, has provided a written update on the proposal and will present it at tonight's Council meeting.

RECOMMENDATION

Staff recommends that the Town Council:

1. Consider The Ranch report;
2. Hear any public testimony; and
3. Direct staff as to further action regarding the Tiburon Taps Beer Festival special event permit.

Exhibits:

Report from The Ranch Director Andreucci
Letter from William Ziegler
Letter from David Feingold
April 20, 2016 Staff Report

Date: May 18, 2016
Re: Tiburon Taps Beer Festival - Revised Proposal
To: Tiburon Council
From: Cathleen Andreucci

I am submitting a revised proposal for the Tiburon Taps Beer Festival in response to the Council's request to consider alternative locations and the Pt Tiburon Residents' objections to the Beer Festival.

Alternative Locations

- We looked at ARK Row as a potential location for the festival and determined that this is not a good site for the festival. It would involve closing the street yet leaving the sidewalk open for the stores on the street. There would need to be a fence along the edge of the sidewalk to enclose the area. This would impact the ARK Row merchants negatively as they would lose their street parking without gaining foot traffic. Additionally, that area fenced for the festival would be too narrow to allow for tables, seating, the band and the attendees. I asked Mrs. Zelinsky her opinion on having the festival on ARK Row and her response was in agreement with our determination that this is not a good site for this festival.
- Main Street would have the same issues as ARK Row - the festival would be fenced down the middle of the street blocking foot traffic to stores and restaurants.
- Blackies Pasture is already reserved and so not available. We have changed the date once already to accommodate the Tiburon Mile and to not burden Pt Tiburon residents with two events on the same weekend. Blackies is far from downtown and would eliminate participants arriving on the ferry and any business or exposure for Main Street merchants the festival brings in its current downtown location.
- There is always a request to find an alternative location because as much as people enjoy community events, no one wants them in their backyard.

Revisions to the layout to minimize the impact on Pt Tiburon Residents

- We have cut the footprint of the festival to half its original size.
- We will limit the breweries to 30 and the food tastings to 10.
- We have requested the portable toilets and dumpsters be dropped off and picked up on the day of the event.
- We will hire a team to clean the area after the festival.
- In addition to the security team we have hired in the past, we will hire a police officer to effectively deal with any problem that might occur.
- We placed the band in a location furthest from the condos with speakers facing away from the condos.

In response to objections from Pt Tiburon about the festival in general

- This will be the third year and there is no history of bad behavior or issues from the attendees associated with this event.
- Paradise Drive is closed for the Car Show and the detour works fine.
- People pay to participate in the Tiburon Mile which is a long running event at Shoreline Park.
- The Beer Festival is very much a recreational event as is the Wine Festival and many people who live in town attend and enjoy these events.

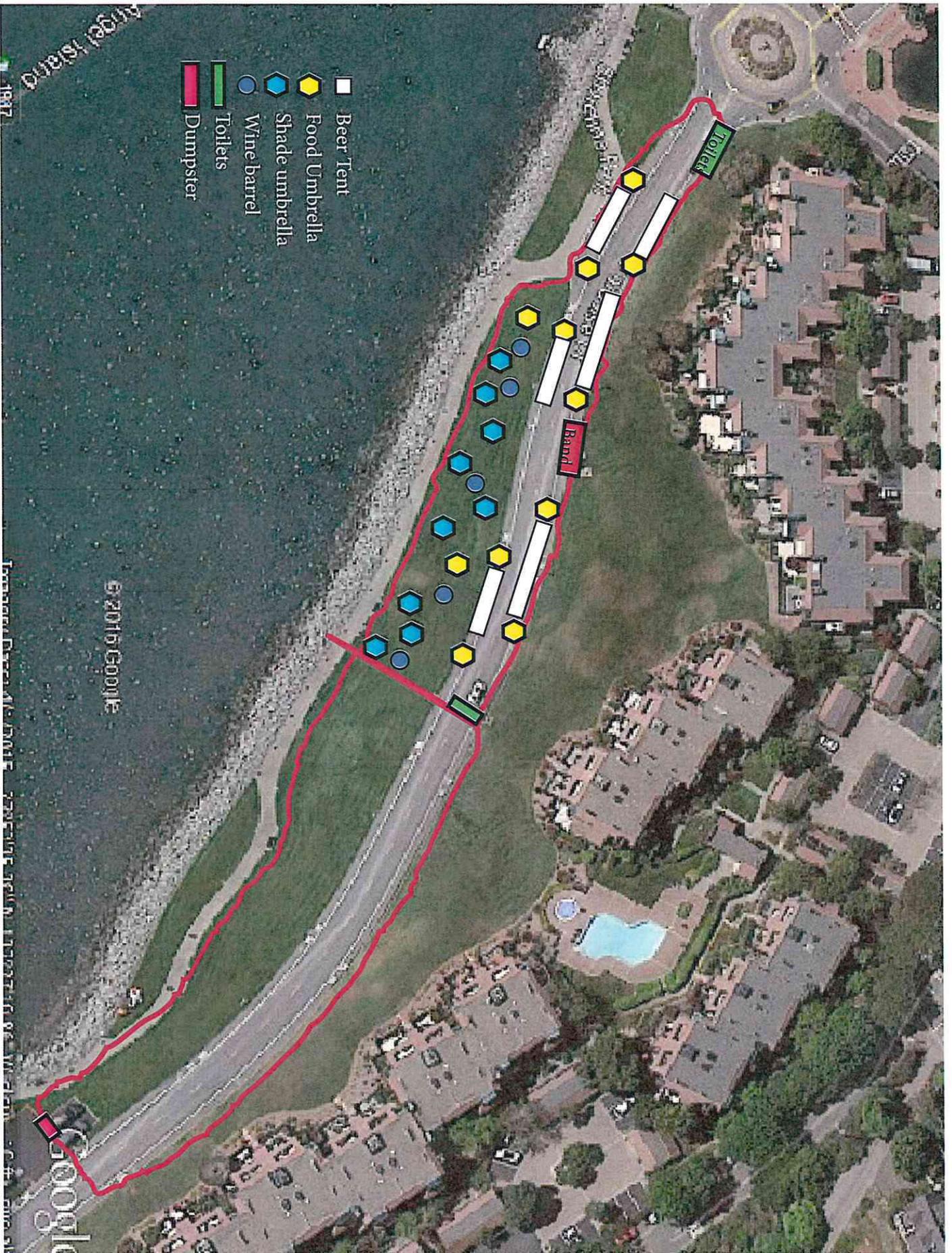
- There are very strict restrictions in place regarding the use of Shoreline Park. More so than any other park in town. The community can only use the park five times a year for events to protect the lifestyle of the condo residents. Only three events are currently approved and this event is within the requirements outlined in that agreement.

Bring Business to Downtown

- The Town is working hard to bring more people to Tiburon and this event helps accomplish that goal. I know many participants stay after the festival as Sam's Anchor Café hires our security team to go with the crowd to their restaurant. Additionally, out of town participants are exposed to the beautiful views and charming downtown and some will add Tiburon as a future destination.

Special Events and The Ranch

- We do not receive tax dollars to support our programs or the maintenance of Dairy Knoll. We have been successful in managing this in part because of our Special Events. This event is our largest fund raising event making us \$13,000 last year. We need that income to offer scholarships and aid to seniors and children in the community who can't afford our programs.
- We are tasked with bringing recreation to all the citizens of Tiburon and Belvedere. Special Events are a key element to building community yet as wonderful as they are they have a degree of negative impact as well.
- There are a very limited number of parks available to host events in Tiburon or Belvedere. All of them are surrounded by residential neighborhoods. Whenever we plan an event, there is always a local group asking us to move the event elsewhere. For example, we are trying to host the free community event at Halloween that the Tiburon Council approved last month. It was planned to end with a movie in the Belvedere Community Park. The residents living next to the park are objecting to the potential noise after dark. They have requested we end with the movie at Shoreline Park. When planning events we spend considerable time choosing the best location for that event and we try to spread the impact around throughout the year.



- Beer Tent
- Food Umbrella
- Shade umbrella
- Wine barrel
- Toilets
- Dumpster

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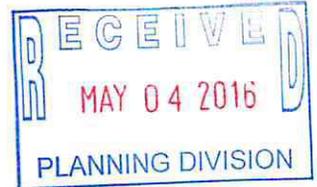
**SEILER
EPSTEIN
ZIEGLER &
APPLEGATE LLP**

Attorneys at Law

**William J. Ziegler, Esq.
Of Counsel**

May 4, 2016

Tiburon Town Council
c/o Scott Anderson
Director, Community Development
Tiburon, CA 94920
Via email



Re: Shoreline Park/ Subdivision Improvement Agreement

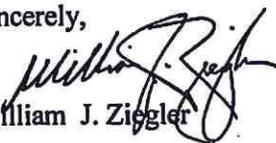
Dear Madam Mayor Tollini and Town Council Members:

I am an attorney currently practicing in the City of Sausalito and I do not represent any party with an interest in the subject property. However, on and before February, 1984, and thereafter, I represented the owner and developer of the project known as the Point Tiburon Condominiums which included the area known as "Shoreline Park." In that capacity I was intimately involved in the documents governing the project, including the Subdivision Improvement Agreement and the dedication documents for portions of Beach Road, Paradise Drive, Mar West Street and the area known as "Shoreline Park." The negotiations of those documents were lengthy, intense and public and required many hearings before the City Council and Planning Department.

I have very recently been informed that the Town is now in the process of approving the use of Shoreline Park for the Tiburon Taps Beer Festival to be held on September 24, 2016. I believe that such approval and use would be improper and in violation of the Subdivision Improvement Agreement for the project and of the dedication documents themselves. These documents very clearly state that Shoreline Park, after dedication, is to be used and maintained for public purposes only, including recreational and open space uses.

I do not understand how a beer festival which involves construction of a fence, a significant admission charge and exclusion of minors and non-paying members of the public can be deemed a public purpose. The fact that it is to continue for one day only no more makes it public than if it lasted for a week or a month or some other time period. The whole point of the fence and the admission charge is to restrict its use, just as a private party on the site would be a private, non-public use. Fences are used to exclude the public. As a member of the "public" I seriously hope you do not wish to risk reversion of title to the property to the Bayside Condominium Association for its private uses.

Sincerely,


William J. Ziegler



Ragghianti|Freitas LLP

Attorneys at Law

1101 Fifth Avenue, Suite 100
San Rafael, CA 94901-2903
telephone 415.453.9433
facsimile 415.453.8269
www.rflawllp.com

David F. Feingold
dfeingold@rflawllp.com



May 10, 2016

*(Via Electronic Mail to
sanderson@townoftiburon.org
And by First Class Mail)*

Tiburon Town Council
C/o Scott Anderson
Town of Tiburon
Attn: Scott Anderson, Director
Community Development
1505 Tiburon Boulevard
Tiburon, CA 94920

**Re: Point Tiburon Bayside Condominium Association
Tiburon Taps – Shoreline Park Agreement**

Dear Mr. Anderson:

I am writing to you on behalf of my client, the Point Tiburon Bayside Condominium Association. The directors and perhaps other residents have made their opinions known to the Town. The purpose of this letter is to once again remind the Town of the Association's legal rights with respect to Shoreline Park.

As you know a Subdivision Improvement Agreement dated February 15, 1984 ("the Agreement") was entered into between the developer of the project and the Town of Tiburon. The Agreement was recorded and is enforceable. It limits and restricts the Town's use of Shoreline Park. Specifically, the land was dedicated by the developer to the Town ".... only so long as the dedicated property is used for the public purpose for which it was dedicated (i.e., recreational, open space, historical)."



Ragghianti|Freitas LLP

Page 2 of 3

The Tiburon Taps Beer Festival to be held at Shoreline Park on Saturday, September 24, 2016, is not in compliance with the Agreement. The Beer Festival is not an open space use nor is it an historical event.

It is not a “public” use as that term was used in the Agreement because it is fenced off, is age restricted, and certainly, in its affect, income restricted. It is not a “recreational use” as that term is used in the Agreement, as that use can only be understood in the dedication agreement at issue as use as a public park for walking, scenic vistas, riding bikes, picnicking, etc.

When directors Hank McWhinney and Rod Thompson recently provided input to the Town on the 2015 Shoreline Park Special Events Policy, they thought it was a very productive give and take. All present noted the swim and auto show as the type of events that were suitable for the public recreational purposes of the Park. They specifically mentioned the beer festival as an example of what would not be suitable given the nature of the event and past experience with the nuisance that was created.

Importantly, the 2015 Shoreline Park Special Events Policy provides that event approval “... must be consistent with the Park’s dedicating documents,” that is, the Agreement. That Policy also provides that any special event be compatible with “the surrounding area and avoid disruption of the customary use of the Park.”

The permit application indicates that there will be a line of a dozen beer tents lined up on the entire length of Paradise drive, directly opposite the Point Tiburon homes. The band is set up at the closet point to the property, nearly opposite the pool. Some of the homes are 15 yards from where the beer tents will be located. The street will be closed. The event will be fenced off to the general public and thus Shoreline Park will not be available for its customary public recreational use.

“Bottomless beer tasting” is promised by the promotional material; it is thus not even a beer “tasting” event, which might carry with it some restraint in the amount consumed. The fact that the event requires that police be on duty is by definition an event the Board feels strongly should not be located near residences and is not compatible with surrounding uses.

Apparently the owner of the Plaza, the Festival’s previous location, has objected to the event being held there this year because of the mess and disruption it caused in the past. The Board of Directors for the Association has experience with the Festival when it was held at the Plaza – none of it was positive.



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Page 3 of 3

In sum, while the Association does not expect to have to resort to legal means to enforce its rights pursuant to Agreement, it has authorized me to write this letter to remind the Town and all involved of the Point Tiburon Bayside Condominium Association's important interest and its position on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'David F. Feingold', written in a cursive style.

David F. Feingold

cc: Point Tiburon Bayside Board of Directors, c/o Diane Kay



TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
April 20, 2015
Agenda Item: *AI-2*

STAFF REPORT

To: Mayor and Members of the Town Council
From: Office of the Town Manager
Subject: Special Event Permit Applications: Tiburon Taps Beer Festival (Shoreline Park) and Trick or Treat Trail (Main Street/Ark Row)
Reviewed By: *[Signature]*

BACKGROUND

The Ranch has submitted special event permit applications for two events this Fall; one proposes to be staged on Shoreline Park and the other on Main Street and Ark Row.

The first event application is for the **Tiburon Taps Beer Festival**, currently in its third year. It is scheduled for Saturday, September 24, 2016. The Ranch has requested a change of venue from its first two years of operation, from Point Tiburon Plaza to Shoreline Park. Staff notes the proposed event will occur on the same day as “Blackie’s Hay Day” which takes place at Blackie’s Pasture.

The second permit application is for a new event Downtown, a “**Trick or Treat Trail**” along Main Street and Ark Row on Saturday night, October 22, 2016. The event will culminate in Belvedere Park with a family movie night in that location.

Both applications are requesting street closure and other special considerations more fully detailed below.

ANALYSIS – Tiburon Taps Beer Festival

Special events in Tiburon are governed by the Town’s Special Event Permit Policy which states that ...“events to be held on public property shall be limited in scope to activities which do not detrimentally impact the community. The Town Manager will evaluate the potential impacts of a proposed event. Factors shall include, without limitation, the following:

1. Impacts on Noise
2. Impacts on Traffic
3. Impacts on Parking
4. Impacts on the General Environment”

Additionally, special events in the Shoreline Park area are governed by the Town’s Shoreline Park Policy, most recently revised in 2015. This policy limits the number of events in the area to five (5) per year. The Tiburon Taps Beer Festival is the third known event on file for this

calendar year, the others being the annual Classic Car Show (Father's Day weekend in June) and the RCP Mile Open Water Swim (scheduled for Sunday, September 11).

Noise

Chapter 25-1 of the Town Code requires that any amplified music and/or voice amplification in a non-residential zone be approved in writing by the Town Manager. The Shoreline Park Policy further states that "any voice or music amplification in Shoreline Park should be kept to a reasonable volume."

The Ranch proposes having a live band (The Mustache Harbor Live Band) perform from 1 to 5 p.m., with sounds checks beginning around 11 a.m. The music would coincide with the hours of operation for the festival.

The band would be staged on Paradise Drive facing toward the Bay, about mid-way between the traffic circle and the Donahue Building.

Traffic

As noted, both permits are requesting street closure. The Tiburon Taps Beer Festival requests closure of Paradise Drive from the turnaround at Ferry Plaza to the parking lot across from Sanitary District No. 5. A detour is requested starting at Beach Road, and will direct traffic to travel along Mar West Street to the other side of the festival. The permit requests use of the Town's electronic sign to notify residents of the upcoming detour.

Parking

Parking will be reserved for beer vendors at the CVS parking lot. The public would be required to find their own parking, possibly at the Lyford Drive lot, and other parking lots downtown (CVS, Bank of America, etc.). Some attendees will no doubt be residents of Tiburon or Belvedere, and they may be able to walk or bike to the event. It is also anticipated that many of the participants will come by ferry from San Francisco, similar to the Wine Festival.

Hours of Operation

The Tiburon Taps proposed hours of operation are from 1 to 5 p.m. Set-up will start much earlier in the day, to coincide with street closure at 7 a.m. The Shoreline Park Policy limits the hours of operation of an event to the hours of 8 a.m. to 10 p.m. on Fridays and Saturdays, although it allows the discretion of the Town Manager to accommodate logistical needs that vary from this, in some instances. Staff recommends that the applicant be directed to try to achieve its set-up and tear-down functions within the parameters of Town policy (i.e. to comply with the 8 a.m. start time).

Open to the Public

The Town does not allow use of public spaces for private groups or organizations wishing to stage events that are not open to the public. Tiburon Taps is an event that is open to the public with the purchase of a ticket.

Financial Impact

In its permit application, The Ranch has requested assistance from the Town's Public Works Department that includes delivery and pick-up of barricades before and after the event, use and placement of the Town's electronic sign board, and use of 15 garbage cans and liners. Staff is also working with the Ranch to determine what level of Police presence is appropriate.

General Environment

Staff does not anticipate any other environmental impacts from the event.

Cathleen Andreucci, The Ranch Executive Director, will be available at the Council meeting to answer questions about both events.

ANALYSIS – Trick or Treat Trail

Noise

There is no musical entertainment scheduled for the Tiburon portion of this event. The permit applications states that amplification will be used in Belvedere Park only (for the movie night portion of the event).

Traffic

Traffic will be impacted in the area due to requested street closure from 5:30 – 9 p.m. The requested area of street closure is from the start of Main Street to the last shop on Ark Row. Trick or treating will take place from 6 – 8 p.m. Merchants will be notified of the event and the Chamber of Commerce has heard a proposal about the event at its March board meeting.

Parking

Parking will be available in downtown lots.

Hours of Operation

The Trick or Treat Trail is scheduled for Saturday evening, between 6 and 10 p.m. (8 p.m. in Tiburon). As noted above, Main Street will be closed at 5:30 p.m.

Open to the Public

The event is designed with families and children in mind, and will be open to the public.

Financial Impact

In its permit application, The Ranch has requested assistance from the Town's Public Works Department that includes delivery and pick-up of barricades before and after the event and use of garbage cans and liners.

General Environment

The Trick or Treat Trail application indicates that Ranch staff will follow the trick or treaters, cleaning up the street as they go. It also indicates that staff will monitor garbage and empty as needed, by taking to town or city dumpsters.

Staff does not anticipate any other environmental impacts from the event.

RECOMMENDATION

Staff recommends that the Town Council:

1. Review the Special Event Permit applications and ask questions of staff and the applicant;
2. Hear any public testimony about the proposed events; and
3. Indicate its approval of the permits as submitted, or modify or deny the permits.

Exhibits:

Special Event Permit Applications (Tiburon Taps; Trick or Treat Trail)
Use of Shoreline Park – Special Events Policy
Special Event Permits Policy

Prepared By: Diane Crane Iacopi, Tiburon Town Clerk

Town of Tiburon
1505 Tiburon Boulevard · Tiburon CA 94920
415-435-7373

2014

**SPECIAL EVENT PERMIT APPLICATION
FOR USE OF PUBLIC PROPERTY**

Name of Event: Tiburon Taps Beer Festival

Date of Event: Saturday, Sept 24, 2016

Name of Organization: The Ranch

Type of Organization (IRS 501(C) or for profit): Government agency - non-profit

Mailing Address: 600 Neds Way

City: Tiburon

Zip: 94920

Business Phone Number: (415) 435-4355

Evening Phone Number: (707) 975-1849

Cellular Phone Number: (707) 975-1849

FAX Number: (415) 435-8157

Contact Person "ON SITE" day of event: Cathleen Andreucci (Note: This person must be in attendance for the duration of the event and immediately available to Town Officials.)

Cellular Phone Number: (707) 975-1849

Alternate Contact Person "ON SITE" day of event: Jessica Hotchkiss

Cellular Phone Number: (707)849-8716

TYPE OF EVENT:

- Block Party Parade
 Carnival Race/Walk/Run
 Street Festival Fundraising Event
 Wedding _____

EVENT ACTIVITIES:

- Food Service Live Animals
 Fireworks Drawing/Raffle
 Lights/Laser Amplified Music
 Motion Picture _____

Location of Event: Paradise Road and Shoreline Park (Attach Map to illustrate area)

Date and hours of operation: (Indicate actual set-up and close down dates)

Date: Saturday, 9/24

Start time: 6:00AM

Finish time: 10:00PM

Road closed: 7am-7pm

Actual "open to the public" or "advertised" event hours:

Date: Saturday, 9/24

Start time: 1:00PM

Finish time: 5:00PM

Town of Tiburon
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Estimated attendance: 1000-1200

Admission fee (If applicable): \$45

Will items or services be sold at the event? Yes No

If yes, please describe:

ENTERTAINMENT: Mustache Harbor Live Band

Yes No

Are there any musical entertainment features related to your event?

Will sound amplification be used?
Start time: 1:00PM Finish time: 5:00PM

Will **sound checks** be conducted prior to the event?
Start time: 11:00 AM Finish time: 1:00PM

Amplification is subject to approval by the Town Manager pursuant to Chapter 25-1 of the Town Code.

ALCOHOL:

Yes No

Does the event involve the **sale** or **use** of alcoholic beverages?

Does the event require an ABC permit?

If yes, the **Town must have a copy of the permit prior to approval of the event.**

STREET OR SIDEWALK CLOSURE:

Yes No Does this event involve a moving route of any kind along streets, sidewalks or highways?
 If yes, attach a detailed map of your proposed route, indicate the direction of travel, and provide a written narrative to explain your route and its impact.

Is street closure sought? Paradise Drive - from the round-about to the Donahue Bldg

If yes, who will place and pick up the barricades? Public Works will leave on Friday and pick up on Monday - The Ranch will open and close street for the event on Saturday.

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415-435-7373

PUBLIC WORKS DEPARTMENT:

Describe request for Public Works Department assistance, if any: **Week Before:** Set up electronic sign to alert closing street for Beer Fest. Lend A-frames for event signage. **Deliver On Friday:** Barricades to close the street on both ends, 15 garbage cans and liners, all rebar posts to site (for fence). Create detour, and drop signage in place for us to place on Sat.

Public Works Department assistance will be provided based upon availability of staff time and materials. Applicant will be billed for staff time at rates established by the Town.

Do you have a cost recovery agreement on file? Yes No

ACCESSIBILITY, SANITATION, RECYLING:

The event sponsors shall maintain safe and accessible paths of travel in the public right of way, as required by the Americans with Disabilities Act (ADA) and state law. Accessible paths of travel must be at least four feet wide and free from debris and other obstructions. For further details, see the ADA Checklist provided by Town staff. Applicants are also encouraged to hire their own ADA consultant to ensure compliance.

- Portable and/or Permanent Toilet Facilities: Hope to get Toilets and Dumpsters with town contract
- Number of portable toilets: 10 **REQUIRED** → One for every 250 people
 - Number of ADA Accessible toilets: 2 **REQUIRED** → 10% of total portable toilets.

 - **Note:** Unless the applicant can substantiate the availability of adequate accessible and non-accessible toilet facilities in the immediate area of the event site, the above is required.
- Trash Containers and Dumpsters
- Number of Trash Cans: 15

 - Number of Dumpsters w/lids: 3 **REQUIRED** → One for every 400 people

 - Recycling Containers: 10

Describe the plan for clean-up and removal of waste and garbage during and after the event: MVR will deliver recycle cans and dumpsters to pull out on Paradise Rd. PW will deliver garbage cans. Cans will be emptied as needed by event staff during the event. Recycling/Garbage will be separated by dumpster at the end of the event. We will ask for special weekend drop off and pick up by MVR. Volunteers and paid staff will sweep the entire area after the event.

Note: IMMEDIATELY UPON CONCLUSION OF THE EVENT, THE VENUE MUST BE RETURNED TO A CLEAN CONDITION.

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It is the Event Organizers' responsibility to dispose of waste and garbage throughout the event. The Town does not provide clean up services for special events. If clean-up during or after the event is required, the Tiburon Department of Public Works will bill the applicant for staff time and overtime at rates established by the Town.

SECURITY

Yes No

 Is there a **Professional Security** organization hired to handle security arrangements for this event? **If yes, please list:**

Security Company: Purnell Event Services

Security Organization Address: pg.inc@hotmail.com

Security Director (Name): Alton Purnell

Phone: _____

POLICE ON SCENE:

Number of uniformed officers requested: 1

Does this event have a cost recovery agreement on file? Yes No

Police primary duties/responsibilities:

Parking lot patrol: Yes No

Interior venue patrol: Yes No

Stationary entrance security: Yes No

Exterior: _____

Other: _____

Dates & Hours: Saturday - the entire time the road is closed if possible 7am-7pm or 11am to 6pm

PARKING PLAN · SHUTTLE PLAN · MITIGATION OF IMPACT

Note: Parking, traffic congestion, and environment pollution are all factors for concern with events. Consider and encourage the use of car pools, public transportation, and alternate modes of non-polluting transportation when in the planning stage of the event. If the ratio of total attendance to available parking spaces exceeds three (3) people per parking space, off-site parking and shuttle service shall be provided to avoid illegal parking and to ensure emergency access for emergency vehicles is available at all times.

Town of Tiburon
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415-435-7373

Parking and Shuttle plans (provide a detailed description of locations and parking lots to be used):

Vendors : we reserve the Tiburon Lot for Beer and food vendors parking. Volunteers: We reserve Sharky's lot for volunteers. Participants: We suggest those coming from SF use the ferry - many do. Locals can walk or bike to the event. Paid Parking is available in the downtown lots.

Impact to surrounding areas--residents, businesses, etc. (Describe impact and plan to notify those impacted):
Noise and visual impact will be felt by the residents of the condos on Paradise Drive. The Town will notice them of the event. The Electronic sign and event signage will let them know of the event dates prior to the event. Locals will be impacted by the road closure. The electronic signs will notice in advance and the detour signs will move them around the area. Sam's Anchor Cafe and other bars will be impacted by customers at the close of the festival. Our security team moves to Sam's after the festival ends. Potential drunk drivers. In the past Tiburon Police have hired additional patrol officers on the alert for drunk drivers. We post this at the festival. Additionally, we sell reduced rate wristbands for Designated Drivers.

INSURANCE REQUIREMENTS: Insurance information must accompany the application materials. Liability insurance can be purchased through the Recreation Department, at 435-4355, or your own carrier. The Town of Tiburon must be named as an additional insured. The insurance information should include an endorsement providing the Town, its agents, officials and employees, primary and non-contributory coverage for claims, losses, etc. arising from the exercise of the permit. **We will provide**
Is the insurance endorsement attached? Yes No

To be completed by Applicant:

I have read, understood and accepted the foregoing conditions and the following:

1. The Town reserves the right to deny any special event permit, impose any conditions it deems appropriate, and require payment for costs associated with an event, such as police and public works services. (Gatherings for the purpose of espousing views as permitted by the First Amendment do not require a permit.) Permission for an event in one year does not imply permission in future years.
2. Owner shall indemnify, defend and hold harmless the Town and its officials, employees, agents and contractors, from any claims, losses, damages or other liabilities that may arise from this event. The obligation to defend is separate and distinct from the obligation to indemnify and hold harmless and shall apply even if neither the Town nor owner is found liable for the aforesaid claims, losses, damages or other liabilities.



Signature of Applicant

Cathleen Andreucci

Printed Name of Applicant

3/9/16

Date of Application



- Beer Tent
- Food Umbrella
- Shade umbrella
- Wine barrel
- Toilets
- Dumpster

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10/1/2016 270°E 37.0°N 122°W

1987
on - Angel Island



TOWN OF TIBURON

Town Council Policy & Procedure

Number: 8
Effective: March, 17, 2004 (Revised 07/15/2015)
Authority: Town Council / Town Manager

USE OF SHORELINE PARK – SPECIAL EVENTS

PURPOSE AND INTENT

The Town Council establishes this “Use of Shoreline Park – Special Events” policy (hereinafter “Policy”) for the Town of Tiburon in accordance with the provisions of the Tiburon Municipal Code and State Law.

This Policy defines special events and specifies requirements and procedures for their approval in Shoreline Park. Shoreline Park was dedicated to the Town for “public, scenic, open space and public access” purposes and is customarily used as a visual and primarily passive recreational amenity for Town residents and visitors. A majority of the Park’s land area is under water; the dry land portion consists of a narrow strip of bay front property with a paved walking path terminating at Ferry Plaza (see attached graphic). It lies directly in the San Francisco Bay view corridor of nearby residences and adjoining Paradise Drive, and is therefore highly sensitive from a visual and view blockage standpoint; the dedication to the Town is subject to conditions protecting the views from the Bayside units at Point Tiburon. The Park is popular with both residents and visitors for walking, viewing, picnicking and jogging. The Ferry Plaza portion of the Park also provides important public access to the Main Street waterfront and ferry services.

The Town Council establishes these requirements and procedures for occasional special events in Shoreline Park to protect the visual and recreational qualities of the Park and to preserve it primarily for its customary use. This Policy is intended to ensure that the temporary operation of each permitted special event at Shoreline Park is compatible with the adjacent neighborhood, downtown business district, residents, and visitors.

POLICY

The Town receives periodic requests to allow events, activities, and occasional temporary structures in Shoreline Park. The Town has an interest in occasionally allowing certain types of conditionally allowable events or activities in the Park on a short-term basis, which may temporarily deviate from the customary use of the Park. However, the frequency and nature of these events must be limited to protect the primary purposes, appearance, and on-going popular use of the Park.

SPECIAL EVENTS AT SHORELINE PARK

For the purpose of this Policy, “special event” means a short-term activity use or limited duration art exhibition use of the Park other than its customary use. The Town Manager shall have the discretion to determine whether an event of a limited amount of time qualifies as a “special event” that is subject to the *Special Events Permit Policy* referenced below.

All special events on Town property are subject to the Town’s *Special Events Permit Policy*, which enables the Town, consistent with the Park’s dedicating documents, to establish the parameters for each special event and the obligations of the permit holder. To ensure reasonable compatibility with the surrounding area and avoid disruption of the customary use of the Park, any special event in Shoreline Park must comply with the following additional requirements:

1. The Town anticipates limiting the number of events to five (5) permitted special events per calendar year.
2. Special events are limited to Fridays, Saturdays, Sundays and legal Town Holidays. Legal Town Holidays are New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; excepting art exhibition events that may, with Town Council permission, have a maximum 45-day duration including set-up and take-down.
3. The activities of the special event are restricted to the hours of 8:00 a.m. to one hour after sunset Sunday through Thursday and 8:00 a.m. to 10:00 p.m. on Fridays and Saturdays. At no more than three (3) Friday or Saturday events per year shall amplification of sound be allowed until 10 p.m.

EXCEPTIONS

The Town Manager may allow some latitude with respect to provisions of the *Special Events Permit Policy* and this Policy in order to facilitate activities such as set up, the staging of equipment and the hours of operation. The discretion allowed by this Policy shall be confined to logistical and other considerations necessary to further the following critical purposes:

1. Protect the Park and improvements therein.
2. Ensure public safety and access.
3. Avoid unauthorized or extended obstruction of views of the bay.
4. Avoid noise disruption of nearby residential neighborhoods after 8 pm on Sunday through Thursday or after 10 p.m. on Friday and Saturday.

The Town Council, at a public meeting, may grant Exceptions to this Policy as it deems warranted.

TEMPORARY STRUCTURES

Temporary structures (excluding art exhibition pieces) may be in place no longer than seventy-two (72) consecutive hours. The Town Engineer/Director of Public Works shall ensure that temporary structures shall be located, installed and secured in a manner that will not damage Park improvements, and will not create a public hazard or public nuisance. No automobiles or trucks will be allowed to park on Ferry Plaza, other than for the purposes of loading or unloading items pertaining to the event and subject to the approval of the Superintendent of Public Works, Director of Public Works, or Town Manager.

ART EXHIBIT PLACEMENT

Exhibits of art that will be on display for more than seventy-two (72) consecutive hours shall generally be limited to the western third of Shoreline Park.

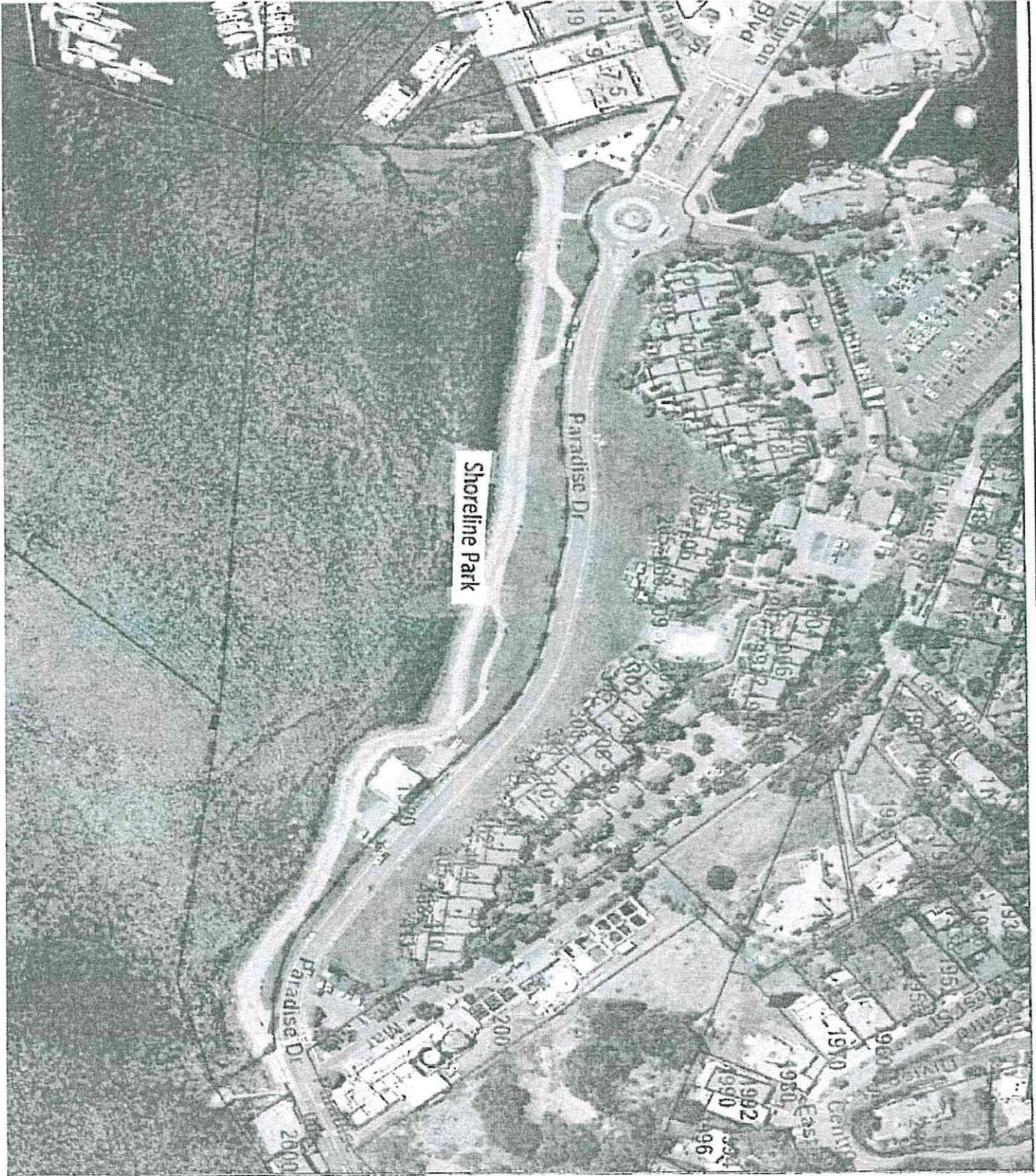
MUSIC AND VOICE AMPLIFICATION

Chapter 25-1 of the Municipal Code requires that any amplified music and/or voice amplification in a non-residential zone be approved in writing by the Town Manager. Any voice or music amplification in Shoreline Park should be kept to a reasonable volume.

ROADWAY CLOSURE

No roadway closures will be permitted in this area without prior approval from the Town Manager.

Attachment: Graphic of Shoreline Park



SHORELINE PARK

TOWN OF TIBURON



Town Council Policy & Procedure

Number: 7
Effective: April 17, 2002
Authority: Town Council/Town Manager

SPECIAL EVENTS PERMIT POLICY

PURPOSE AND INTENT:

This Town Council policy establishes the “Special Events Permit Policy” for the Town of Tiburon in accordance with the provisions of the Tiburon Municipal Code and State Law.

This policy defines special events and specifies requirements and procedures for their approval. The Council has established these requirements and procedures for special events to ensure the general safety, health, and welfare of the community and to ensure that the temporary operation of each special event will be compatible with the neighborhood or area in which it is located.

POLICY:

State and Town law regulate the use of real property in the Town. Generally, these laws establish both the structures that may be constructed on land and the activities that may be conducted thereon. The Town receives numerous requests to allow activities, and occasionally structures, on a “short term” basis. The Town has an interest in allowing certain types of conditionally allowed uses on a short term basis. Some of these types of uses may allow private individuals, businesses, or not-for-profit organizations to hold special events which may temporarily alter the character of a particular area.

Permit Requirement

No person shall conduct a special event on public property unless such person first obtains, and continues to maintain in full force and effect, a special event permit for such special event.

For purposes of this policy, “special event” means a short-term activity or other use of public property other than the customary use of the property. Special events may include weddings, carnivals, live music concerts, outdoor dining, street fairs, and athletic activities such as marathons, swimming events, and organized “walk-a-thons.”

Also, for purposes of this policy, the term “short term” shall mean either of the following:

- Events on public property, up to, but not exceeding 48 hours

Events to be held on public property shall be limited in scope to activities which do not detrimentally impact the community. The Town Manager will evaluate the potential impacts of a proposed event. Factors shall include, without limitation, the following:

1. Impacts on Noise
2. Impacts on Traffic
3. Impacts on Parking
4. Impacts on the General Environment

The Town Manager will not consider as a factor the content of any constitutionally protected speech at the event, unless there is a threat of immediate harm to persons or property.

Events held in Town parks or open space

The Town has, in the past, adopted policies governing the use by the general public of its parks and open space. A list of Town parks and open space areas and policies are incorporated herein as Exhibit “A.” These policies are in effect for the regular, non-“special event” use of the affected areas. Such uses do not require a special event permit under this Town Council policy.

NOTE: Since the adoption of this policy in 2002, a separate, Town Council policy has been adopted governing special events in Shoreline Park. Please request a copy of this policy from Town Staff.

Permit Procedure

A person or persons wishing to hold a special event must file a Special Event Permit application with the Town Manager at least sixty (60) days prior to the date of the proposed event. Notwithstanding the preceding, the Town Manager may accept a special event permit application less than 60 days in advance if the Town Manager determines (in his or her sole discretion) that there is adequate time for review of the application.

A Special Event Permit application shall be on a form provided by the Town (see attachment). At a minimum, the application shall contain the following information:

1. The name of the special event organizer and the organizer's contact person (if different);
2. A list of the special event permits requested by the organizer in the previous 12 months;
3. A detailed description of the proposed special event (including the hours it is to be conducted);
4. The location of the proposed special event;
5. A precise diagram of the venue area and floor plan (if applicable) for the proposed special event;
6. A description of any special equipment or temporary buildings and structures, including tents, stages, "bounce machines," and vendor's booths, and their estimated delivery and set-up times;
7. The anticipated number of workers, participants and spectators at the proposed special event;
8. A traffic control plan (including any necessary directional devices and street closures) for the proposed special event.
9. Water facilities and sanitary measures (including toilets and trash containers) for the proposed special event;
10. A collection, recycling and disposal plan for garbage generated by the event;
11. A description of an arrangement to provide adequate parking for the people attending the event;
12. Security measures for the special event.

The Town Manager may waive any of the above items if he or she finds them inapplicable to the proposed event.

Insurance Requirements

The requirements of this paragraph shall be a condition of approval for any special event permit for a special event on Town-owned property. As a condition of permit approval, the special event permit holder shall obtain insurance, as required by the Town Attorney as set forth in this paragraph. The permit holder shall provide the Town Attorney with an endorsement showing that the Town has been added as an additional insured to the required insurance. The permit holder shall also sign an indemnification clause agreeing to defend and hold the Town of Tiburon, its officers, agents, employees, and volunteers, harmless from

any claims, liabilities, losses or expenses arising from the special event. The permit holder shall submit the documents required by this paragraph no later than 10 business days prior to the special event.

Alcoholic Beverages

In the case where an “alcoholic beverage,” as that term is defined by the Alcoholic Beverage Control Act of California, will be served and/or sold at the special event, the Town Manager shall be satisfied that appropriate security measures are being taken and the special event permit holder shall obtain a daily license from the State of California Alcohol and Beverage Control Board.

Procedure for Review

The Town Manager, upon receiving an application for a special event, shall do the following prior to issuance of the permit:

- Consult with Town Department heads on the request and solicit their input;
- Request any additional information from the applicant and impose any restrictions that he or she considers necessary or appropriate to evaluate the event’s potential impacts on the community.

For events anticipating 200 or more participants, or for events in areas of high density or potentially substantial impacts on the community, the Town Manager may:

- Notify business owners and/or residents of properties within the proximity to the proposed venue of the proposed request in order to solicit written or oral comments on the proposed event; and/or
- Agendize the permit application for Town Council review and comment at a public hearing.

Decision on Application and Appeal of Decision

Within 15 days of receipt of an application, the Town Manager shall advise the applicant in writing of the decision that either approves the request, conditionally approves the request, seeks additional information, or denies the request with the reasons for denial stated.

The Town Manager’s decision shall be final unless the applicant files a written appeal, with payment of applicable fees, within 10 days of the decision.

In the case of an appeal, the Town Council shall conduct a duly noticed public hearing within 30 days following the receipt of the written appeal. The Town Council shall consider the

applications under the standards set forth in this chapter and sustain or overrule the decision of the Town Manager. The decision of the Town Council shall be final.

Suspension of Permit

The Town Manager or the Chief of Police shall have the power to suspend, and shall suspend, any special event permit if the applicant has done any of the following:

1. Violated any provision or requirement of approval imposed upon the permit;
2. Violated any provisions of the law;
3. With the actual conduct of the activity, threatened the preservation of the public peace, safety or general welfare, or unreasonably interfered with the use and enjoyment of other property in the immediate vicinity of the activity.

Other

The Town Manager may delegate any or all of his authority under this Policy to his or her selected designee.

APPROVED:

Margaret A. Curran, Town Manager

Date

EXHIBIT "A"

TIBURON PARK & SPECIAL EVENT FACILITIES

1. McKegney Green - large, rectangular, grass covered playing field next to the Richardson Bay shoreline. Located 1/10 of a mile from the parking area at Blackie's Pasture. No vehicle access. Walk-in only. No barbecues or open fires permitted. No alcohol. No bottles. No cleats (except by Tiburon Peninsula Soccer League youth use). Dogs must be on leash. A permit is required for organized sporting events (call Tiburon Public Works, 435-7399). Other uses (other than as a public park) are limited. Contact Town Clerk Diane Crane Iacopi, 435-7377 for more information. Like all of the Town's parks, the area is for public use primarily on a first-come, first served basis.
 - 1a. Little Lady Lori Gazebo at McKegney Green is situated next to the water in a quiet spot with a beautiful view. The donor of this gazebo hopes it will be used for quiet reflection, possibly small weddings or other meaningful ceremonies. The gazebo holds about 4 people with space around it outside for 10 or so to stand. No bathroom, water or phone nearby. No vehicle access.
2. South-of-the-Knoll Park - just past McKegney Green along the bike path going toward downtown. Use of park is on first-come, first-served basis, but special events can be staged for larger groups subject to the Town's Special Event Permit application process. Area has two sets of children's play structures; one for tots and one for older children. There are two picnic benches located near the playgrounds. Rolling, grass-covered field adjacent. A portable toilet is located on the bike path at the edge of this park. Dogs must be on leash.
3. Belvedere Park – located next to the Belvedere City Hall on Community Road in Belvedere. Use of park is on a first-come, first-served basis. Basketball standard. Children's play structures in an enclosed area. Benches. No picnic tables. Gazebo. Grass field area adjacent. However, if you wish to have anything else such as a bounce machine or pony rides, please contact Art Gibney, Belvedere Public Works, at 435-3838 to discuss this type of activity.
 - 3a. Rooms at the Belvedere Community Center are also available for functions. Call Jt. Recreation (435-4355) for more information.
4. Paradise Park - Paradise Drive - Rolling green fields along the hillside. This is a County Park, which is open to all groups, generally on a first come-first served basis. Public bathrooms and telephone. 46 + picnic benches, most with adjacent barbeque grills. Pier for fishing. Small beach and fresh-water shower at shoreline for removing sand and salt water. Two parking areas and paved paths leading down into the park. If you want to reserve a specific area, you must call the Marin County Open Space District to discuss details for reservation. Park fees are: \$5.00 per car (Nov. – Mar.); \$7.00 per car (April – Oct.); Walkers, Bicyclists and Boaters - \$2.00 per person. No motorized launches allowed to come ashore. (If you will be a frequent user of any of the County Parks, you can buy a Year Pass for \$50 which entitles you to entry to any of their other park facilities including 2 boat launching ramps.) Call 499-6387.

5. Shoreline Park - Strip of grass running along the Tiburon shoreline between the corner of Tiburon Boulevard and Paradise Drive and the corner of Paradise Drive and Mar West Street. This is a public park. No barbeques. No bottles. Dogs must be on leash. \$5.00 parking lot across the street at Pt. Tiburon Plaza.
6. The Cypress Garden Park ("pocket park") is located at the corner of Tiburon Boulevard and San Rafael Avenue just off the bike path under the cypress trees. There is a tiny landscaped area with a bench and a beautiful view of Richardson Bay and Sausalito. Excellent for a small ceremony with no more than about 8 people. No parking.
7. Zelinsky Park (behind the Library and Town Hall) is the newest addition to the Town's parks system. It is named after the family who donated the land for the Library and Town Hall. The park contains a paved path and several benches, along with a grassy area, and is appropriate for passive use by individuals or small groups. Large groups (of 50 -100 people) can contact the Town for rental information subject to the Town's Special Event Permit application process. Contact 435-7377 for more information.
8. Angel Island State Park - reached from Tiburon by the Angel Island Ferry (435-2131) or from San Francisco (546-2815). This is a wonderful natural and historical resource with structures dating back to Civil War days. It has unparalleled views of the San Francisco Bay. There are beaches, picnic facilities, hiking trails and roads for bicycling. Historical structures have been restored by the Angel Island Association. Docents at the facilities give the history. Call 435-1915 for Park Information.

Additional "nature-related" information:

- A. Richardson Bay Audubon Center, bird sanctuary offering education and advocacy. Located on grounds of Lyford House at 376 Greenwood Beach Rd., in Tiburon. For information on classes and activities, call 388-2524.
The historic Lyford House is also used for special events, such as weddings.
- B. Tiburon Romberg Center - Marine and estuarine research center and educational facility. Conference center available for environmentally-related organizations. Call 338-6063 for Marine Center info and 338-3543 for information on conference center.
- C. Ring Mountain Preserve Nature Conservancy - offers pamphlets for self-guided hikes of the Ring Mountain Preserve where plant species native only to Ring Mountain can be found as well as prehistoric petroglyphs. Call 435-6465 for information.
- D. St. Hilary's Open Space Preserve. Open space area with fire road and trails. Maintained by County of Marin Open Space District. No fires or vehicle access. Also features historic Old St. Hilary's Church. Contact the Landmarks Society (435-1853) to rent church or for information on other Landmarks' properties.
- E. Town Hall has free copies of the Tiburon Ridge Trail Map. Call 435-7373 or come in to Town Hall at 1505 Tiburon Boulevard.

S:/Parklist2.JP.doc – October 2003

**TOWN OF TIBURON
SPECIAL EVENT PERMIT**

DATE OF EVENT: _____ **TIME:(Start to Finish)** _____

TYPE OF EVENT: _____

Number of People anticipated: _____

LOCATION: _____

Name & Address of Individual of Sponsoring Organization:

Home Phone: _____ **Work Phone:** _____

Fax Number: _____

Please describe YOUR PLAN for the following: *(Attach separate sheets if necessary)*

PARKING:

Street Blockage or Closure:

Will alcohol be served?

CLEAN-UP & RECYCLING - A recycling plan is REQUIRED BY TOWN OF TIBURON.
(Contact Matthew Swalberg at 435-7354 for details.)

FIRST AID:

**Do you anticipate using sound amplification equipment?
If so, please describe:**

Your Permit will be approved only after receipt of documentation showing that the Town of Tiburon has been added as an additional named insured to your insurance policy for this event. This normally requires an endorsement. A certificate showing only that you have insurance is not sufficient. Special Event Insurance can be purchased through the Jt. Recreation Department at 435-4355.

Fax or mail your completed form to Town Hall at 435-2438, 1505 Tiburon Blvd. 94920. Thank you.

Date: _____

Applicant

APPROVED BY:

Chief of Police

Date _____

Deputy Director of Public Works

Date _____

Director of Comm. Development

Date _____

Town Manager

Date _____

Form is located in S:Administration/Staff Folders/dcrane/totevent.per.doc



TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
May 18, 2016
Agenda Item: *AI-2*

STAFF REPORT

To: Mayor and Members of the Town Council
From: Department of Administrative Services
Subject: Consideration of Extending Mill Valley Refuse Service Franchise Agreement from July 1, 2021 – July 1, 2026
Reviewed By: *RC*

BACKGROUND

The Town of Tiburon has had an exclusive franchise agreement for solid waste collection with Mill Valley Refuse Service (MVRS) since 1965. The current franchise agreement was the culmination of over a year's negotiation and review by Town staff and a Town Council sub-committee. The Agreement was approved by Council on June 15, 2011, with an effective date of July 1, 2011. The initial term of the Agreement was for ten years, and it provides for two optional five year extension periods. These extensions will occur automatically, unless the Town Council chooses not to extend the Agreement. The deadline for the Council to consider the first five-year extension period is June 30, 2016. If Council determines it **does not** wish to exercise its option for the first five year extension period, it must provide written notice to MVRS by June 30, 2016. This would result in the Agreement terminating on June 30, 2021. Should the Council determine it **does** wish to exercise its option for first five year extension period, it will have an opportunity to consider the second five year extension by June 30, 2021.

ANALYSIS

The Town has enjoyed a good relationship with MVRS, with the latter providing competitive rates and a willingness to adapt to the Town's evolving needs and resident preferences. MVRS is responsive to requests of individual citizens and Town staff relating to all aspects of its refuse collection services. The current Agreement is five years old and was the result of significant hours of staff, contract attorney, and Council time to negotiate. Other than concerns with annual rate increase requests, the Agreement appears to be working well in providing this vital service to Town residents and businesses.

This purpose of this item is to provide Council the opportunity to exercise its rights under the Agreement in a timely manner should it have significant concerns with any portion of the current Agreement with MVRS. Although no formal action is required if Council is satisfied with the current Agreement and wishes to allow the first five year extension period to proceed, it may choose to acknowledge this decision through a motion. However, if Council determines it does not wish the first five year extension period to proceed, Council should direct staff to deliver a Notice of Non-Extension as required by the Agreement.

Staff discussed the contract extension deadline with the Town Council Budget Committee (Mayor Tollini and Councilmember O'Donnell) in March, and they did not indicate any compelling reason to terminate the current Franchise Agreement with MVRS.

FINANCIAL IMPACT

Should Council determine it **does not** wish to exercise its option for the first five year extension, there will be a financial impact in approximately 3-4 years as the Town will need to devote staff hours and hire professional consultants to assist in preparing a new Request for Proposal for refuse collection services and ultimately negotiate a new contract. It is difficult to quantify at this time the amount of that impact.

ENVIRONMENTAL DETERMINATION

This item does not meet the definition of a project under the California Environmental Quality Act (CEQA).

RECOMMENDATION

Staff recommends that the Town Council:

Receive the Staff Report, and if Council determines it does not wish to allow the first five year extension to proceed, direct staff to deliver a Notice of Non-Extension as provided in the Agreement.

Exhibits: Excerpts (Pages 9, and 52&53) of current Franchise Agreement w/ Mill Valley Refuse Service

Prepared By: Heidi Bigall, Director of Administrative Services

(32) "Storage Container" means a portable enclosed storage unit for temporary on-site storage.

(33) "Waste Generator" means any person or entity as defined by the Public Resources Code whose act or process produces Solid Waste or whose act first caused Solid Waste to become subject to regulation.

SECTION 3. TERM.

A. The term of this Agreement shall commence on the Effective Date and shall last ten (10) years, unless extended as set forth in Section 3.B or sooner terminated as set forth by this Agreement.

X X B. The initial ten (10) year term shall be automatically extended for two (2) additional five (5) year periods unless the Town gives written notice to Collector in accordance with the next sentence that the Town has determined not to extend this Agreement. In the event that the Town elects not to extend this Agreement for both of the five (5) year renewal periods, the Town shall give written notice in the manner set forth by Section 27.D of its exercise of non-extension rights under this Section 3.B by no later than June 30, 2016; in the event the Town elects not to extend the Agreement for the second five (5) year renewal period only, the Town shall give written notice in the manner set forth by Section 27.D of its exercise of non-extension rights under this Section 3.B no later than June 30, 2021. If the Town does not timely deliver a notice of non-extension by the deadlines listed in the foregoing sentence, then the term of this Agreement shall automatically extend for an additional five (5) year period, as applicable, without any action of either party, and the terms, conditions and provisions of this Agreement shall continue to apply through the end of such extended term. Any agreement to extend the term of this Agreement except as specifically set forth in this Section 3.B must be in writing and signed by both parties hereto.

SECTION 4. OWNERSHIP OF SOLID WASTE.

A. Once Solid Waste is placed in authorized containers and properly presented for collection, ownership and the right to possession of said Solid Waste shall transfer directly from the Waste Generator to Collector by operation of this Agreement. Collector is hereby granted the right to retain, possess, dispose of and otherwise use such Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Collector. Subject to the provisions of this Agreement, Collector shall have the right to retain any benefit resulting from its right to retain, possess, dispose of or use the Solid Waste that it collects. Any cost savings resulting from decreased disposal or decreased disposal costs shall offset Collector's operating expenses.

Section 27. General Provisions

Agreement. The parties agree to meet and discuss in good faith on a mutually agreeable date(s) any such modifications requested by either party. Disagreements or disputes resulting from such meeting(s) regarding the need for modifications to terms of this Agreement shall be subject to any available legal remedies. Any changes, alterations, or modifications made to the legal rights and duties of the parties by mutual consent can only take effect upon a properly and fully executed amendment to this Agreement.

D. Notices. Except as may be otherwise provided, all notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested or overnight delivery service with delivery receipt to establish date and time of delivery, addressed as follows:

To Town: Town Manager
Town of Tiburon
1505 Tiburon Boulevard
Tiburon, CA 94920
Fax Number: (415) 435-2438
Email: pcurran@ci.tiburon.ca.us

Copy to: Director of Administrative Services
Assistant to Town Manager
Town of Tiburon
1505 Tiburon Boulevard
Tiburon, CA 94920
Fax Number: (415) 435-2438
Email: hbigall@ci.tiburon.ca.us

And to: Town Attorney
Town of Tiburon
1505 Tiburon Boulevard
Tiburon, CA 94920
Fax Number: (415) 435-2438
Email: adanforth@ci.tiburon.ca.us

To Collector: Mr. James Iavarone
Mill Valley Refuse Service, Inc.
112 Front Street
San Rafael, CA 94901
Fax Number: (415) 457-3003
Email: jiavarone@millvalleyrefuse.com

Copy to: Mr. David Della Zoppa
Mill Valley Refuse Service
112 Front Street
San Rafael, CA 94901
Fax Number: (415) 457-3003
Email: davedz@millvalleyrefuse.com

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section 27.D. Notice shall be deemed effective on the date personally served, or, on the date delivered by overnight delivery and personally accepted as established by signature of the person accepting the delivery, or three (3) Business Days from the date such notice is deposited in the United States mail, if neither party personally accepted delivery as established by a signature of that party.

E. Separability. If any section, sentence, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement.

F. Exhibits Incorporated. **Exhibits A through E** are attached to and incorporated in this Agreement by reference.

G. Joint Drafting. This Agreement was drafted jointly by the parties hereto.

H. Recitals Part of Agreement. The recitals contained on pages 1 and 2 of this Agreement are hereby incorporated by this reference and shall constitute part of the terms and conditions agreed to herein.

I. Survival. The following sections shall survive the termination or expiration of this Agreement for such periods as are indicated by the relevant statute(s) of limitations: Sections 7, 12, 14, 24 and 27.

J. Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Without limiting the generality of the foregoing, Town represents and warrants that it has the authority to grant the franchise provided for herein and otherwise perform in accordance with the terms of this Agreement, and that all necessary municipal actions have been taken to approve the execution and performance of this Agreement. Similarly, Collector represents and warrants that it has the corporate power to perform its obligations hereunder, and that all necessary corporate actions have been taken to approve the execution and performance of this Agreement.



TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
May 18, 2016
Agenda Item: **AI-3**

STAFF REPORT

To: Mayor and Members of the Town Council
From: Office of the Town Manager (Mayor Tollini)
Subject: Approval of Professional Services Agreement to provide management of proposed Farmers Market, and authorization of Main Street closures to accommodate proposed Farmers Market.
Reviewed By: MC

BACKGROUND

In Fiscal Year 2015-2016, the Town provided funding for, and launched 'Summertime on Main'. This event, which occurred on four Wednesday's in July and August, consisted of entertainment and activities geared toward attracting families and other visitors to Downtown Tiburon during mid-day hours. In early 2016, Mayor Tollini, along with Vice Mayor Fraser convened a diverse group of individuals, including Town staff, staff from The Ranch, local merchants and representatives from the Chamber of Commerce, to assess the effectiveness of Summertime on Main and to plan for the upcoming Summer season. After a series of meetings, and additional outreach to local merchants, the group began exploring the possibility of developing a weekly Farmers Market in downtown Tiburon as an alternative to Summertime on Main. After consulting with several groups experienced in organizing and managing these types of markets, the group is proposing to partner with Agricultural Community Events Farmers' Markets (ACEFM) to bring a farmers market to Downtown Tiburon.

ANALYSIS

ACEFM is a 501c(5) nonprofit that creates farmers' markets, bringing communities together through agriculture and agricultural related products since 2010. The objective of this proposal is to bring a vibrant farmers' market with a combination of fruit, vegetables, local cheese, packaged foods, bakery goods, hot prepared foods, artisans, and live music to Downtown Tiburon. The proposed Farmers' Market would take place every Thursday, and is **tentatively** scheduled to run from 1pm-7pm, starting June 16th and running through October 27th, for a total of 20 weeks.

The proposed market would utilize Main Street and portions of Fountain Plaza, as shown in the attached proposal. Hot Food booths and artisans will be near the fountain, inviting the community into Main Street, where produce and packaged food vendors will be located. These vendors will be arranged in a way as to not block store fronts. The proposed market time of 1-7p.m. is **tentative**, and may be adjusted as the logistical details of the market are finalized. Regardless of the final schedule, the proposed market will require the closure of Main Street 1.5 hours prior to the scheduled start time and for approximately 1 hour after the scheduled end time. This is to allow for the orderly set up and breakdown of the market.

FINANCIAL IMPACT

Attached to this staff report, is a proposed Professional Services Agreement with ACEFM in the amount of \$10,000. Under the terms of the proposed agreement, ACEFM would be responsible for the following:

- Hiring and training all personnel, entertainment, and labor
- Coordinating street closures and weekly event cleanup with the TOWN'S Public Works
- Recruiting and scheduling vendors and entertainment
- Tracking financial data including revenue and expenditures for the event and providing that information to the TOWN at the end of the season or as per requested by the TOWN
- Meeting State and County certification requirements and reporting
- Paying all expenses related to MARKET
- Advertising/Marketing the MARKET, including, but not limited to:
 - Postcards and posters
 - Social media advertising, including a Tiburon Community Farmers' Market Facebook page, and advertisements on Nextdoor
 - Contacting local media, tourism organizations, and chambers of commerce with requests for promotion
 - Placing advertisements in local newspapers.

In addition to the \$10,000, ACEFM is requesting an additional \$2,000 to be used for providing entertainment (musicians) at the Farmers Market. Funding for the event would come from both the Fiscal Year 2015-16 (current) Budget, and Fiscal Year 2016-17 Budget. In the current Fiscal Year, \$20,000 was allocated for Summertime on Main. Currently, there are sufficient unexpended funds to cover the cost of the anticipated expenses we will incur prior to the end of the Fiscal Year. For the 2016-17 Fiscal Year, we have included a similar allocation for these types of activities.

ENVIRONMENTAL DETERMINATION

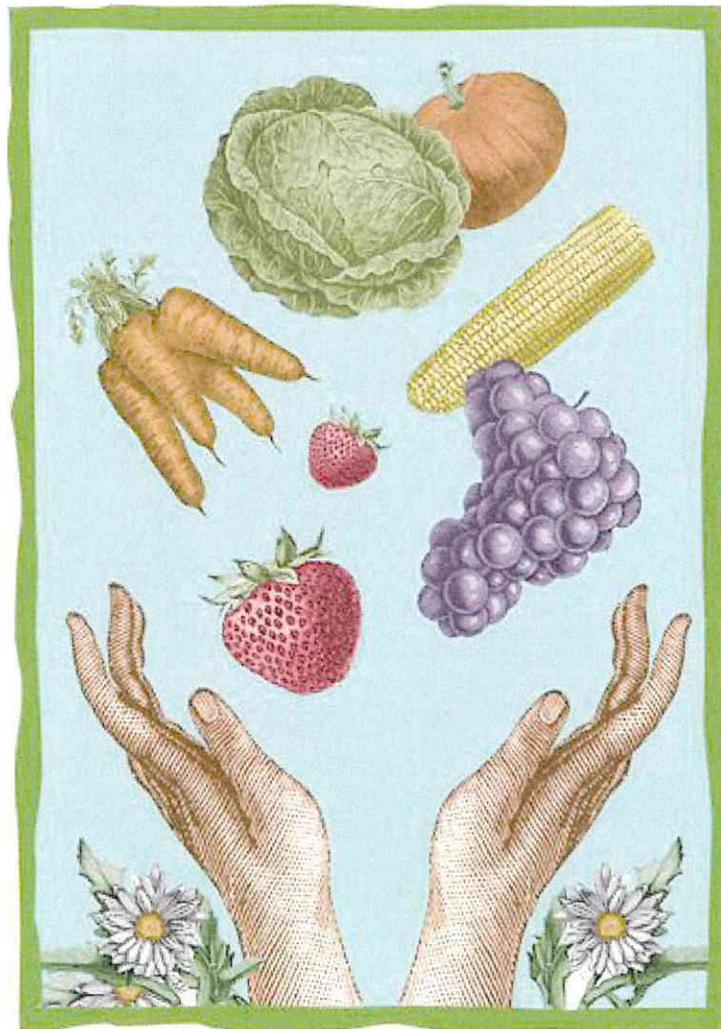
This item does not meet the definition of a project under the California Environmental Quality Act (CEQA).

RECOMMENDATION

Staff recommends that the Town Council:

1. Receive the Staff Report
2. Authorize the closure of Main Street as proposed
3. Approve as to form the attached "*Professional Services Agreement between the Town of Tiburon and Agricultural Community Events Farmers Markets to provide operation and management services for the Farmers Market*"
4. Authorize the Town Manager to approve minor modifications to the Agreement and execute the Agreement when he feels it is appropriate.

Prepared By: Greg Chanis, Town Manager



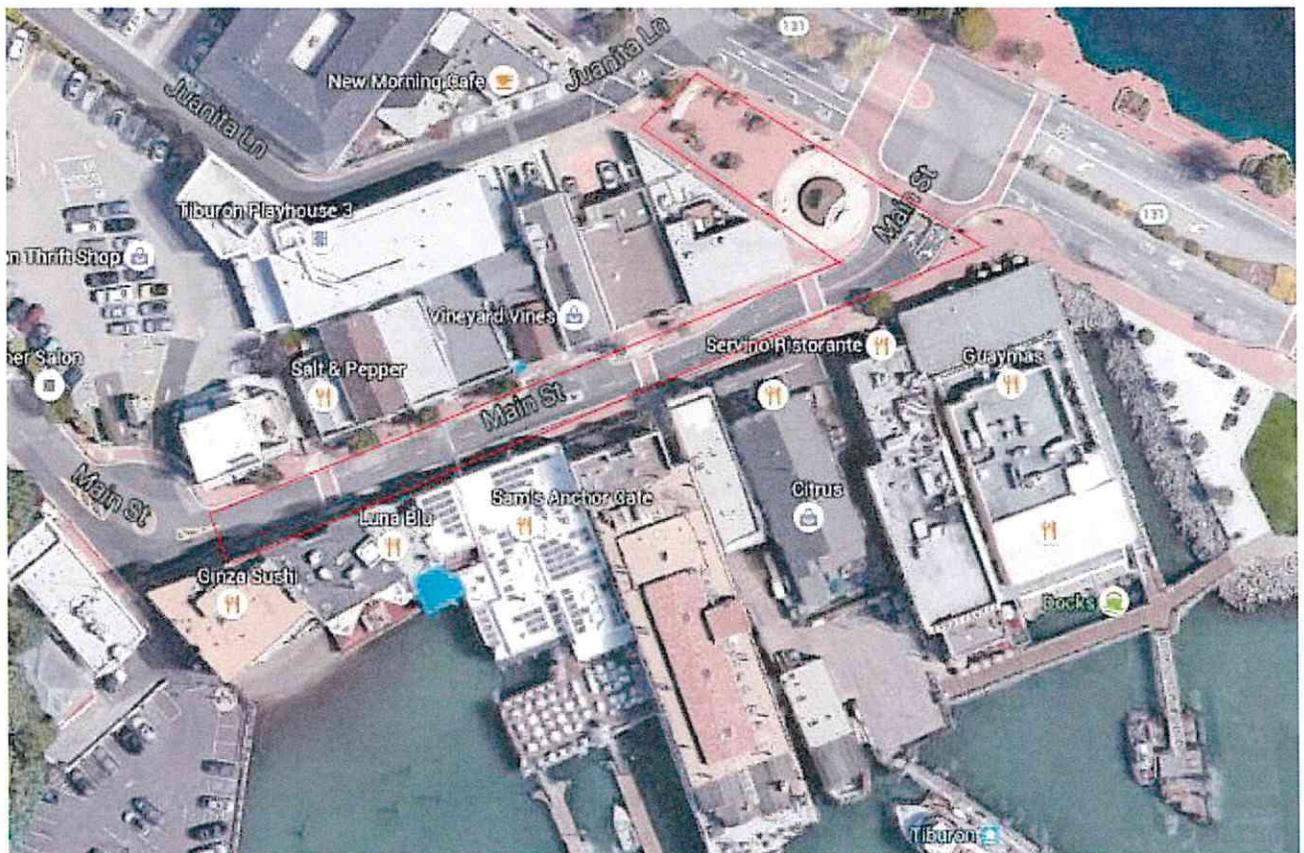
Agricultural Community Events
Farmers Markets

**Tiburon Community Farmers' Market
Proposal
April 21, 2016**

Agricultural Community Events Farmers' Markets (ACEFM) is a 501c(5) nonprofit creates farmers' markets bringing community together through agriculture and agricultural related products since 2010.

The objective of this proposal is to bring a vibrant farmers' market with a combination of fruit, vegetables, local cheese, packaged foods, bakery goods, hot prepared foods, food trucks, artisans, and live music to for the outlying community of Tiburon/Belvedere to enjoy along Main Street. The Farmers' Market will take place every Thursday from 1p-7p starting June 16th through October 27th for a total of 20 weeks ending with a Harvest/Halloween Evening.

ACEFM proposes utilizing the area adjacent to the fountain as well as Main Street, as shown in the map below. Hot Food booths and artisans will be near the fountain inviting the community into Main Street where produce and packaged food vendors will be located in a row placed in a way not to block store fronts.



ACEFM requests a budget of \$10,000 which will pay for Marin County health permit, agriculture permit, staffing including an onsite market manager, marketing materials (postcards & posters), social media advertising including a Tiburon Community Farmers' Market Facebook page. ACEFM requests an entertainment budget of \$2,000 to pay musicians \$100 per evening.

ACEFM requests the city of Tiburon to close of Main Street at 11:30am to allow vendors access to drop off their produce and equipment. ACEFM requests vendor parking be available in the adjacent lot if possible. ACEFM requests restrooms be made available during market hours. ACEFM requests signage on Tiburon Blvd near Blackies Pasture be put up by the city of Tiburon. ACEFM requests the City of Tiburon to promote the farmers' market to their email list and other social media outlets including The Ranch's Facebook page.



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF TIBURON AND AGRICULTURAL COMMUNITY
EVENTS FARMERS MARKETS
TO PROVIDE OPERATION AND MANAGEMENT SERVICES FOR THE
FARMERS' MARKET**

This Agreement is made and entered into as of the __ day of __, 2016, by and between the Town of Tiburon (hereinafter "**TOWN**"), and Agricultural Community Events Farmers Markets (hereinafter "**CONTRACTOR**").

RECITALS

WHEREAS, the **TOWN** has determined that it is in its best interest to obtain management services for the organization and operation of the downtown Farmers' Market (hereinafter "**MARKET**"); and

WHEREAS, the **CONTRACTOR** has experience in providing such management services and holds special technical skills to ensure a successful **MARKET**; and

WHEREAS, the **TOWN** desires to employ the **CONTRACTOR** to provide such services and **CONTRACTOR** is willing and able to provide said services;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION.**

A. **TOWN.** The Town Manager shall be the representative of the **TOWN** for all purposes under this Agreement.

B. **CONTRACTOR.** Kelly Smith is hereby designated as the **PROJECT DIRECTOR** for **CONTRACTOR**.

2. **DUTIES OF CONTRACTOR.**

CONTRACTOR shall perform the duties and/or provide services as follows: organization and operation of the **MARKET** for a total of 20 Markets, from June 16, 2016 through October 27, 2016. Duties include but are not limited to the following:

- Hiring, training all personnel, entertainment, and labor
- Coordinating street closures and weekly event cleanup with the **TOWN'S** Public Works
- Recruiting and scheduling vendors and entertainment
- Tracking financial data including revenue and expenditures for the event and providing that information to the **TOWN** at the end of the season or as per requested by the **TOWN**
- Meeting State and County certification requirements and reporting
- Paying all expenses related to **MARKET**
- Advertising/Marketing the **MARKET**, including, but not limited to:

- a. Postcards and posters
- b. Social media advertising, including a Tiburon Community Farmers' Market Facebook page, and advertisements on Nextdoor
- c. Contacting local media, tourism organizations, and chambers of commerce with requests for promotion
- d. Placing a minimum of _ advertisements in the **TOWN** newspaper, The Ark.

3. COMPENSATION OF THE CONTRACTOR.

Compensation to **CONTRACTOR** shall be paid by the **TOWN** as follows:

- a. \$5,000 due and payable on May _, 2016
- b. \$1,000 due and payable on July 1, 2016
- c. \$1,000 due and payable on August 1, 2016
- d. \$1,000 due and payable on September 1, 2016
- e. \$1,000 due and payable on October 1, 2016
- f. \$1,000 due and payable on November 1, 2016

4. TERM OF AGREEMENT.

The term of this Agreement shall be for six months commencing on May _, 2016 and ending on November _, 2016. Upon mutual agreement of the parties, and subject to the approval of **TOWN**, the term of this Agreement may be extended.

5. TERMINATION.

Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party. Upon receipt of notice of termination, neither party shall incur additional obligations, under any provision of this Agreement without the prior written consent of the other (and, for the avoidance of doubt, no further amounts shall become due and payable pursuant to Section 3 upon termination of this Agreement). Upon termination, any and all **TOWN** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR**'s documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **TOWN** as soon as possible, but not later than thirty (30) days after termination.

6. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **TOWN**, or its agent,

for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **TOWN** or its agent in any such audit or inspection.

7. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

8. INSURANCE.

A. During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **TOWN**, the following insurance policies:

1. A comprehensive general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence for death, bodily injury, personal injury, or property damage;

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence;

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars to cover any claims arising out of the **CONTRACTOR**'s performance of services under this Agreement.

B. The insurance coverage required of the **CONTRACTOR** by section 8.A., shall also meet the following requirements:

1. The insurance shall be primary with respect to any insurance or coverage maintained by **TOWN** and shall not call upon **TOWN**'s insurance or coverage for any contribution;

2. Except for professional liability insurance, the insurance policies shall be endorsed for contractual liability and personal injury;

3. Except for professional liability insurance, the insurance policies shall be specifically endorsed to include the **TOWN**, its officers, agents, employees, and volunteers as additionally named insureds under the policies.

4. **CONTRACTOR** shall provide to the **TOWN**, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements naming **TOWN**, its officers, agents, employees, and volunteers, as additional named insureds under the policies.

5. The insurance policies shall provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance policies except upon thirty (30) days written notice to the **TOWN**.

6. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years;

7. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement;

8. The insurance shall be approved as to form and sufficiency by the **TOWN** and the Town Attorney.

C. If it employs any person, **CONTRACTOR** shall maintain worker's compensation and employer's liability insurance, as required by the State Labor Code and other applicable laws and regulations, and as necessary to protect both **CONTRACTOR** and **TOWN** against all liability for injuries to **CONTRACTOR**'s officers and employees.

D. Any deductibles or self-insured retentions in **CONTRACTOR**'s insurance policies must be declared to and approved by the **TOWN** and the Town Attorney. At **TOWN**'s option, the deductibles or self-insured retentions with respect to **TOWN** shall be reduced or eliminated to **TOWN**'s satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

9. INDEMNIFICATION.

CONTRACTOR shall indemnify, release, defend and hold harmless **TOWN**, its officers, agents, employees, and volunteers, against any claim, demand, suit, judgment, loss, liability or expense of any kind, including attorney's fees and administrative costs, arising out of or resulting from the acts or omissions, intentional or negligent, of **CONTRACTOR** or **CONTRACTOR**'s officers, agents and employees in the performance of their duties and obligations under this Agreement.

10. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

11. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **TOWN**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

12. NO THIRD PARTY BENEFICIARIES.

TOWN and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

13. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO TOWN:

Greg Chanis
Town of Tiburon
1505 Tiburon Blvd.
Tiburon, CA 94920

TO CONTRACTOR:

14. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **TOWN**. **CONTRACTOR** and **TOWN** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **TOWN**.

15. ENTIRE AGREEMENT -- AMENDMENTS.

The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **TOWN**. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

16. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **TOWN** may deduct from any payment due to **CONTRACTOR** under this Agreement, any monies which **CONTRACTOR** owes **TOWN** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

17. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

18. COSTS AND ATTORNEY’S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney’s fees expended in connection with such action.

19. TOWN BUSINESS LICENSE / OTHER TAXES.

[**CONTRACTOR** shall obtain and maintain during the duration of this Agreement, a Town of Tiburon business license as required by the Tiburon Municipal Code.] **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CONTRACTOR’s** taxpayer identification number is _____, and **CONTRACTOR** certifies under penalty of perjury that said taxpayer identification number is correct.

20. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

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

TOWN OF TIBURON

KELLY SMITH

Town Manager

APPROVED AS TO FORM:

Town Attorney



TOWN OF TIBURON
1505 Tiburon Boulevard
Tiburon, CA 94920

Town Council Meeting
May 18, 2016
Agenda Item:

AI-4

STAFF REPORT

To: Mayor and Members of the Town Council
From: Office of the Town Clerk
Subject: Appointments to Fill Vacancies on Town Boards, Commissions and Committees: **Library Agency Board of Trustees**
Reviewed By: 

BACKGROUND

There is a pending vacancy for a Tiburon representative on the Belvedere/Tiburon Library Agency Board of Trustees as of June 30, 2016.

Tiburon Boardmember Jeff Foran was appointed in May of 2013 and has served one term. He is eligible for a second term pursuant to the agency's bylaws. Mr. Foran has submitted a letter of interest to the Town Council and seeks reappointment to a second term. Because he is an incumbent, the Council is not required to re-interview Mr. Foran for the position.

The Notice of Pending Vacancy was published in The Ark on April 27, 2016, pursuant to the Town's appointment policy. No other applications were received as of last Friday's deadline.

RECOMMENDATION

Staff recommends that the Town Council consider reappointment of Jeff Foran to the Library Agency Board of Trustees for a second term.

Exhibits: Notice of Pending Vacancy
Letter of Interest from Jeff Foran

Prepared By: Diane Crane Iacopi, Town Clerk



TOWN OF TIBURON
NOTICE OF PENDING VACANCY
ON TOWN BOARD OR COMMISSION
April 2016

BELVEDERE/TIBURON LIBRARY AGENCY – BOARD OF TRUSTEES

(Statutory Authority: Govt. Code Section 6500 et seq. and Joint Powers Agreement for Belvedere/Tiburon Library Agency)

Position: TRUSTEE – TOWN OF TIBURON
Term: 3 Years – (effective July 1)

Qualifications: Applicants must be residents of the Town of Tiburon and have the interest, dedication and time commitment to serve as a trustee on the Board, including attendance at regular monthly meetings and other activities.

The pending vacancy on the Library Board is as follows:

	<u>Appointee</u>	<u>Date Appointed</u>	<u>Resignation</u>	<u>Term Expiration</u>
1)	Jeff Foran	May 2013	N/A*	June 30, 2016

**[Incumbent is eligible for a second term under the Library Agency Bylaws]*

Interested residents can contact Tiburon Town Clerk Diane Crane at 415-435-7377 for more information, or pick up an application at Tiburon Town Hall, 1505 Tiburon Boulevard. Applications are also available on-line at www.townoftiburon.org (click on “Resident”/ link is under “Useful Forms”).

Deadline for Applications: May 13, 2016

*Notice posted at Town Hall & Library
Published in the Ark on April 27, 2016*

April 21, 2016

RECEIVED

APR 25 2016

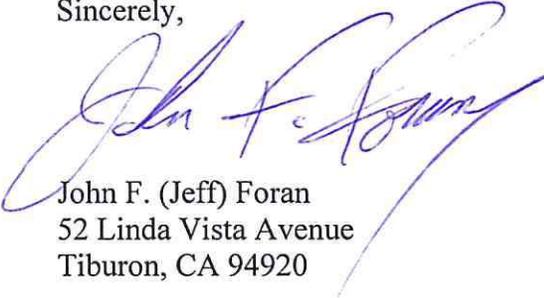
TOWN MANAGERS OFFICE
TOWN OF TIBURON

Tiburon Town Council
Tiburon Town Hall
1505 Tiburon Boulevard
Tiburon, CA 94920

Dear Members of the Town Council,

My first term as a member of the Board of Trustees of the Belvedere-Tiburon Library Agency is about to expire. I would like to be reappointed to a second term and appreciate your consideration of my request.

Sincerely,



John F. (Jeff) Foran
52 Linda Vista Avenue
Tiburon, CA 94920



April 20, 2016

Mr. Jeff Foran
52 Linda Vista Avenue
Tiburon, CA 94920

SUBJECT: LIBRARY AGENCY BOARD - TERM EXPIRATION & INTEREST

Dear Jeff:

Pursuant to the Town's appointments policy, I am reaching out to you to determine your interest seeking a second term as a Town appointee to the Belvedere-Tiburon Library Agency Board of Trustees. According to our records, your term on the Board of Trustees will expire in June of this year.

Town policy requires publication of a notice of pending vacancies on all Town Boards, Commissions and Committees. This notice will be published next week in the *Ark*. The Council is required to interview all applicants for vacancies on boards and commissions. As an incumbent, you are not required to re-interview for the position.

The Town of Tiburon has certainly benefited from your time, energy and service on the Library Agency Board to date.

Thank you for your consideration and we look forward to hearing from you.

Very truly yours,

Diane Crane Iacopi
Town Clerk

cc: Town Manager Chanis
Library Director Mazzolini

Erin Tollini
Mayor

Jim Fraser
Vice Mayor

Frank X. Doyle
Councilmember

Alice Fredericks
Councilmember

Emmett O'Donnell
Councilmember

Greg Chanis
Town Manager